



City Council
AGENDA

Tuesday, January 14, 2025, 5:30 p.m.

Council Chambers, 990 Palm Street, San Luis Obispo

****Agenda amended to remove Item 6e from consideration at this meeting. ****

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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 must provide display-ready material to the City Clerk by 12:00 p.m. on the day of the meeting. Contact the City Clerk's

1. CLOSED SESSION (4:30 - 5:30 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 at 4:30 p.m. 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 items listed on the Closed Session agenda.

1.c CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of California Government Code Section 54956.9. No. of potential cases: One.

1.d ADJOURNMENT

The City Council will hold a Regular Meeting on January 14, 2025 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 Mike Boswell will lead the Council in the Pledge of Allegiance.

4. PRESENTATIONS

4.a NATIONAL MENTORSHIP MONTH PROCLAMATION

Mayor Erica A. Stewart will present a proclamation declaring the month of January as "National Mentorship Month".

**4.b INTRODUCTION - ECONOMIC DEVELOPMENT AND TOURISM
MANAGER LAURA FIEDLER**

Deputy City Manager Greg Hermann will introduce Laura Fiedler,
Economic Development and Tourism Manager.

4.c CITY MANAGER REPORT

Receive a brief report from City Manager Whitney McDonald.

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 - DECEMBER 9, 2024, DECEMBER 10, 2024 and DECEMBER 17, 2024 COUNCIL MINUTES** 9

Recommendation:

Approve the following minutes of the City Council meeting:

- December 9, 2024 - Special Meeting
- December 10, 2024 - Rescheduled Regular Meeting
- December 17, 2024 - Special Meeting

6.c **COUNCIL LIAISON SUBCOMMITTEE ASSIGNMENTS FOR 2025** 23

Recommendation:

Approve the Council Liaison Subcommittee assignments for the 2025 calendar year.

6.d **EXECUTE AN AGREEMENT WITH SLOCOG FOR SENATE BILL (SB) 125 GRANT FUNDS AND APPROPRIATE FUNDS TO ASSOCIATED CAPITAL PROJECTS** 27

Recommendation:

1. Adopt a Draft Resolution entitled, “A Resolution of the City Council of the City of San Luis Obispo, California, authorizing the Mayor to execute a cooperative agreement with San Luis Obispo Council of Governments for Senate Bill 125 Funds and the appropriation of funds to associated capital projects”.
2. Authorize the Finance Director to appropriate \$395,000 of SB 125 Grant Funds to Project No. 2000403 to support Battery Electric Bus Charging Infrastructure.
3. Authorize the Finance Director to appropriate \$280,000 of SB 125 Grant Funds to Project No. 2000505 to support the purchase of six Battery Electric Buses.
4. Authorize the Finance Director to return to Fund Balance \$278,521 of Transit Funds currently assigned to Project No. 2000505 to be available to support future Capital or Operational expenses as directed by Council.

6.e APPROVAL OF UPDATED OPERATING AGREEMENT FOR THE PERFORMING ARTS CENTER 49

This Item has been removed from consideration at the request of the Foundation for the Performing Arts Center (FPAC) who requested additional time to review the proposed changes and potentially consider other revisions.

6.f AUTHORIZE INCREASE TO LANDSCAPE SERVICE CONTRACTS FOR ALLWEATHER LANDSCAPE MAINTENANCE & TENNIS LANDSCAPE 115

Recommendation:

1. Approve the AllWeather Landscape Maintenance contract amount of \$305,582, inclusive of all prior contract scope amendments totaling \$88,800, and authorize the Public Works Director and City Manager to amend the contract up to their purchasing authority in accordance with the City's purchasing policy.
2. Approve the Tennis Landscape contract amount of \$742,395, inclusive of all prior contract scope amendments totaling \$162,900, and authorize the Public Works Director and City Manager to amend the contract up to their purchasing authority in accordance with the City's purchasing policy.

7. PUBLIC HEARING AND BUSINESS ITEMS

7.a PRESENT THE 2024 POLICE DEPARTMENT STAFFING STUDY (30 MINUTES) 235

Recommendation:

Receive and file the 2024 San Luis Obispo Police Department staffing study final report.

7.b PRESENT THE 2024 PUBLIC WORKS MAINTENANCE DIVISION STAFFING STUDY (30 MINUTES) 471

Recommendation:

Receive and file the 2024 Public Works Maintenance Division staffing study final report.

Recommendation:

1. Provide staff with input on the 2025-27 Community Forum and Goal Setting Workshop; and
2. Provide staff with initial input relative to existing Major City Goals; and
3. Review and provide feedback on revised fiscal policies and recommended budget balancing strategies; and
4. Review and discuss the general economic outlook for the 2025-27 Financial Plan development; and
5. Review the long-range Capital Improvement Plan overview; and
6. Review information about CalPERS Additional Discretionary Payments (ADP) and direct staff to recommend allocation of FY 2023-24 unassigned fund balance to increase the ADP as part of the FY 2024-25 Second Quarter Budget Report.

8. ADJOURNMENT

The next Regular Meeting of the City Council will be held on January 21, 2025 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.

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Council Minutes

December 9, 2024, 5:30 p.m.
Council Chambers, 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: City Manager Whitney McDonald, Christine Dietrick, City Attorney, Teresa Purrington, City Clerk

1. CALL TO ORDER

A Special Meeting of the San Luis Obispo City Council was called to order on December 9, 2024 at 5:30 p.m. in the Council Chambers, 990 Palm Street, San Luis Obispo, by Mayor Stewart.

2. PLEDGE OF ALLEGIANCE

Council Member Jan Marx led the Council in the Pledge of Allegiance.

3. PUBLIC COMMENT FOR ITEMS ON THE AGENDA ONLY

Public Comments:

None

---End of Public Comment---

4. PUBLIC HEARING ITEM

4.a RESULTS OF THE NOVEMBER 5, 2024 GENERAL MUNICIPAL ELECTION

Deputy City Clerk Megan Wilbanks provided a brief staff report and responded to Council questions.

Public Comments:

None

---End of Public Comment---

Motion By Council Member Shoresman
Second By Council Member Francis

Adopt Resolution No. 11533 (2024 Series) entitled, "A Resolution of the City Council of the City of San Luis Obispo, California, reciting the facts of the General Municipal Election held on November 5, 2024, declaring the results and such other matters as provided by law."

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

CARRIED (5 to 0)

5. PRESENTATIONS

5.a RECOGNITION OF OUTGOING COUNCIL MEMBER/VICE MAYOR
ANDY PEASE

Mayor Erica A. Stewart presented Vice Mayor Andy Pease with a Certificate of Recognition for her service as Vice Mayor and a Proclamation for her dedicated public service and commitment to the community while on City Council.

Public Comments:

Brendan Clark
Jim Dantona
Brad Brechwold

---End of Public Comment---

Vice Mayor Pease left the dais.

5.b OATH OF OFFICE FOR MAYOR-ELECT AND COUNCIL MEMBERS-
ELECT

City Clerk Teresa Purrington administered the Oath of Office to Mayor-elect, Erica A. Stewart, and Council Members-elect, Jan Marx and Michael R. Boswell.

Council Member Boswell joined the Council on the dais.

6. APPOINTMENT

6.a VICE MAYOR APPOINTMENT FOR 2025

City Clerk Teresa Purrington provided the staff report and responded to Council questions.

Public Comments:

None

---End of Public Comment---

Motion By Council Member Francis

Second By Council Member Marx

To appoint Council Member Michelle Shoresman to serve as Vice Mayor for a one-year term commencing on December 9, 2024.

7. ADJOURNMENT

The meeting was adjourned at 6:19 p.m. A rescheduled Regular Meeting of the City Council will be held on December 10, 2024 at 5:30 PM. Additionally, the City Council will hold a Special Meeting on December 17, 2024 at 12:00 p.m. in the Council Hearing Room at City Hall, 990 Palm Street, San Luis Obispo.

APPROVED BY COUNCIL: XX/XX/2025



Council Minutes

December 10, 2024, 5:30 p.m.
Council Chambers, 990 Palm Street, San Luis Obispo

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

City Staff Present: City Manager Whitney McDonald, Christine Dietrick, City Attorney, Teresa Purrington, City Clerk

1. CALL TO ORDER

A *rescheduled* Regular Meeting of the San Luis Obispo City Council was called to order on December 10, 2024 at 5:30 p.m. in the Council Chambers, 990 Palm Street, San Luis Obispo, by Mayor Stewart.

2. PLEDGE OF ALLEGIANCE

Vice Mayor Michelle Shoresman led the Council in the Pledge of Allegiance.

3. PRESENTATIONS

3.a OATH OF OFFICE - ASSISTANT CITY MANAGER, SCOTT COLLINS

City Manager Whitney McDonald introduced the new Assistant City Manager, Scott Collins, and City Clerk Teresa Purrington administered the Oath of Office.

3.b CITY MANAGER REPORT

City Manager Whitney McDonald provided a report on upcoming projects.

4. PUBLIC COMMENT PERIOD FOR ITEMS NOT ON THE AGENDA

Public Comment:

Gene Nelson

Nicola Manalili

Julia Alber

Tyler Coari

--End of Public Comment--

5. CONSENT AGENDA

Item 5f was pulled from the Consent Agenda

Public Comment:

None

--End of Public Comment--

Motion By Vice Mayor Shoresman

Second By Council Member Marx

To approve Consent Calendar Items 5a to 5e and 5g to 5i.

Ayes (5): Council Member Boswell, Council Member Francis, Council Member Marx, Vice Mayor Shoresman, 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 - NOVEMBER 12, 2024 AND NOVEMBER 19, 2024 COUNCIL MINUTES

Approve the following minutes of the City Council:

- November 12, 2024 - Rescheduled Regular Meeting
- November 19, 2024 - Regular Meeting

5.c APPROVE THE SCHEDULE OF CITY COUNCIL MEETINGS FOR 2025

Adopt the proposed 2025 Regular City Council Meeting Schedule with meetings normally held on the first and third Tuesday of every month, with the following exceptions:

1. Reschedule the Regular City Council meeting of January 7 to January 14, 2025; and
2. Cancel the Regular City Council meetings of August 5 and December 16, 2025.

5.d FISCAL YEAR 2023-24 DEVELOPMENT IMPACT FEE ANNUAL REPORT (AB1600)

Adopt Resolution No. 11534 (2024 Series) entitled, "A Resolution of the City Council of the City of San Luis Obispo, California, accepting the Fiscal Year 2023-24 Annual Report on Development Impact Fees and make findings related to Impact Fees held longer than five years."

5.e ADOPT A SUPPLEMENTAL SALARY SCHEDULE REFLECTING 2025 MINIMUM WAGE INCREASES

Adopt Resolution No. 11535 (2024 Series) entitled, “A Resolution of the City Council of the City of San Luis Obispo, California, adopting a Revised Supplemental Salary Schedule” to comply with California State law, requiring a minimum wage of \$16.50 per hour effective December 19, 2024.

5.g AUTHORIZATION TO ACCEPT BROADBAND GRANTS FROM THE CALIFORNIA PUBLIC UTILITIES COMMISSION

1. Adopt Resolution No. 11536 (2024 Series) entitled, “A Resolution of the City Council of the City of San Luis Obispo, California, accepting Broadband Grants from the California Public Utilities Commission” authorizing the Mayor to accept a Last Mile Federal Funding Account Grant in the amount of \$4,863,799 from the California Public Utilities Commission and \$20,000 from the California Emerging Technology Fund; and
2. Authorize the Finance Director to appropriate \$4,863,799 of awarded grant funding from the California Public Utility Commission (CPUC) to the project account (Spec. 2001063), and \$20,000 to the Network Services contract services account once awarded.

5.h AUTHORIZE STAFF TO SUBMIT THREE GRANT APPLICATIONS FOR THE UPLIFT CENTRAL COAST CATALYST PARTNERSHIP OPPORTUNITY

1. Authorize staff to submit three grant applications, each requesting \$250,000, for funding under the Uplift Central Coast Catalyst Partnership Opportunity. The applications will support the following programs: 1) Childcare Grants, 2) Conference Center Project Plan, and 3) DEI Small Business Grant Program; and
2. Authorize the City Manager, or their designee, to execute all related grant documents and approve budget changes necessary to appropriate the grant amount(s) upon notification that the grant(s) have been awarded.

5.i AWARD CONTRACT TO MOTOROLA SOLUTIONS FOR BODY WORN CAMERA, IN-CAR VIDEO HARDWARE, AND CLOUD SERVICES

1. Authorize the City Manager to award a contract to Motorola Solutions for the purchase of Body Worn Camera and In-Car Video systems; and
2. Authorize a waiver of formal bids and to cooperative purchase the Body Worn and In-Car Video equipment, as allowed under 03.24.060E of the City of San Luis Obispo Municipal Code, using the Sourcewell Contract Purchasing Agreement #042021 between Sourcewell and Motorola Solutions.

Pulled from Consent

5.f CONSIDERATION OF THE 2024-25 DIVERSITY, EQUITY, AND INCLUSION HIGH IMPACT GRANT FUNDING RECOMMENDATIONS

Public Comments:

Tina Clark

Vicki Tamoush

Catuih Campos

Chelsea Ruiz

Anna Duran

Angie Kasprzak

---End of Public Comment---

Motion By Mayor Stewart

Second By Council Member Francis

1. To approve the 2024-2025 DEI High Impact Grant funding allocations in the amount of \$150,000; and
2. Authorize the City Manager to execute agreements with each grant recipient
3. Including an added message disclaimer clause to all agreements as presented by City Manager McDonald at the meeting.

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

CARRIED (5 to 0)

6. PUBLIC HEARING AND BUSINESS ITEMS

6.a SAN LUIS OBISPO REPERTORY THEATRE LEASE AGREEMENT

Deputy City Manager Greg Hermann and Sustainability & Natural Resources Official Bob Hill provided an in-depth staff report and responded to Council questions.

Public Comments:

Kevin Harris

Chip Visci

---End of Public Comment---

Motion By Council Member Marx

Second By Council Member Francis

Adopt Resolution No. 11537 (2024 Series) entitled, "A Resolution of the City Council of the City of San Luis Obispo, California, finding that a Lease Agreement with San Luis Obispo Repertory Theatre for certain real property owned by the City located at 610 and 614 Monterey Street, a

portion of 972 Nipomo Street, and a portion of City Parking Lot No. 14 is of Public Benefit in accordance with California Government Code Section 53078 and approving the Lease Agreement” to:

1. Find that a 99-year lease serves the public interest of the City of San Luis Obispo by advancing arts and culture, economic development, and other public benefits, in accordance with California Government Code Section 53083; and
2. Approve a 99-year Lease Agreement between the City of San Luis Obispo and the San Luis Obispo Repertory Theatre and authorize the City Manager to execute the agreement.

6.b 2025-27 FINANCIAL PLAN: SETTING THE STAGE & FIRST QUARTER BUDGET REPORT

Finance Director Emily Jackson and Principal Budget Analyst Riley Kuhn provided an in-depth staff report and responded to Council questions.

Public Comments:

Mimi Phene-McKellar

---End of Public Comment---

ACTION: No action taken on this item.

6.c CONSIDERATION OF INITIATION OF A GENERAL PLAN AMENDMENT, SPECIFIC PLAN AMENDMENT, AND A MODIFICATION TO AN EXISTING DEVELOPMENT AGREEMENT (SAN LUIS RANCH LOT 7, 1675 DALIDIO DRIVE, SPEC-0020-2024)

Council Member Marx declared a conflict on this item and recused due to owning property within San Luis Ranch. Council Member Marx left the meeting at 8:37 p.m.

Council Member Francis, Vice Mayor Shoresman and Mayor Stewart noted their Ex Parte Communications regarding the project. Council Member Boswell reported having no Ex Parte Communications.

Community Development Director Timmi Tway, Senior Planner Callie Taylor and Contract Planner John Rickenbach provided an in-depth staff report and responded to Council questions.

The following members of the Applicant Team provided additional details regarding the project: Glen Adamick, Williams Homes, Rachel Kovesdi, Kovesdi Consulting, Brad Brechwald, Wallace Group and Ken Triqueiro, Peoples Self-Help Housing

Public Comments:

Chad Ellman
Laura Ivey
Suzie Freeman
Jill Johnson
Steve Delmartini
Audrey Lariz
Jim Dantona

---End of Public Comment---

Motion By Vice Mayor Shoresman
Second By Council Member Francis

- Directing staff to begin processing the request for a General Plan Amendment and Specific Plan Amendment to accommodate an additional 276 residential units in place of a previously approved commercial development on Lot 7 of the San Luis Ranch Specific Plan, and
- Provide direction regarding the following issue areas to be addressed in the project design and by amendment to the existing Development Agreement: 1) the number of deed-restricted affordable housing units; 2) the timing of construction of the previously-required affordable housing component; 3) potential measures to address ongoing fiscal impacts to the City; 4) the amount and design of tax-generating commercial development; and 5) confirmation of the application of development fees associated with the proposed development.

Ayes (4): Council Member Boswell, Council Member Francis, Vice Mayor Shoresman, and Mayor Stewart

Recused (1): Council Member Marx

CARRIED (4 to 0)

7. LIAISON REPORTS AND COMMUNICATIONS

Mayor Stewart

- City/University Quarterly Meeting - Attended St. Patrick's Day planning meeting
- Regional Economic Action Coalition (REACH) – No report
- City Selection Committee - No report

- Performing Arts Center Commission - No report
- Visit SLO County Advisory Committee - No report
- Whale Rock Commission - No report

Council Member Francis

- Cal Poly Campus Planning Committee - No report
- Community Action Partnership - No report
- Local Agency Formation Commission (LAFCO) - No report
- Nacimiento Water Project - No report

Council Member Marx

- Air Pollution Control District (APCD) - No report
- Integrated Waste Management Authority (IWMA) - No report
- Airport Land Use - No report
- Central Coast Clean Energy (3CE) - No report

Vice Mayor Shoresman

- California Men's Colony Citizens Advisory Committee - No report
- Homeless Services Oversight Committee (HSOC) - No report
- Zone 9 Advisory Committee – meeting December 11th
- SLO Climate Coalition Liaison - No report

8. ADJOURNMENT

The meeting was adjourned at 10:48 p.m. The Regular Meeting of the City Council on December 17, 2024 has been cancelled. Instead, the City Council will hold a **Special Meeting on December 17, 2024 at 12:00 p.m. in the Council Hearing Room** at City Hall, 990 Palm Street, San Luis Obispo.

The next *rescheduled* Regular Meeting of the City Council will be held on **January 14, 2025 at 5:30 p.m. in the Council Chambers** at City Hall, 990 Palm Street, San Luis Obispo.

APPROVED BY COUNCIL: XX/XX/2025



Council Minutes

December 17, 2024, 12:00 p.m.

Council Hearing Room, 990 Palm Street, San Luis Obispo

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

City Staff Present: City Manager Whitney McDonald, City Attorney Christine Dietrick, Teresa Purrington, City Clerk

1. CALL TO ORDER

A Special Meeting of the San Luis Obispo City Council was called to order on December 17, 2024 at 12:00 p.m. in the Council Hearing Room at City Hall, 990 Palm Street, San Luis Obispo, by Mayor Stewart.

2. PUBLIC COMMENT FOR ITEMS ON THE AGENDA ONLY

Public Comment:

None

--End of Public Comment--

3. CITY COUNCIL DISCUSSION ITEM

3.a DISCUSSION ON 2025 COUNCIL LIAISON AND SUBCOMMITTEE ASSIGNMENTS (Estimated Time: 90 minutes)

Mayor Stewart led the discussion regarding the Council Liaison and Subcommittee assignments.

Public Comments:

None

---End of Public Comment---

ACTION: By consensus the Council requested that the draft Council Liaison and Subcommittee assignments be presented for approval at the January 14, 2025 City Council meeting.

4. ADJOURNMENT

The meeting was adjourned at 1:54 p.m. The City Council's Regular Meeting on January 7, 2025 has been rescheduled to **January 14, 2025 at 5:30 p.m. in the Council Chambers** at City Hall, 990 Palm Street, San Luis Obispo. Council approved this action on December 10, 2024 during their [annual review of the meeting calendar](#).

APPROVED BY COUNCIL: XX/XX/202X



Department: Administration
Cost Center: 1021
For Agenda of: 1/14/2025
Placement: Consent
Estimated Time: N/A

FROM: Greg Hermann, Deputy City Manager
Prepared By: Teresa Purrington, City Clerk

SUBJECT: COUNCIL LIAISON SUBCOMMITTEE ASSIGNMENTS FOR 2025

RECOMMENDATION

Approve the Council Liaison Subcommittee assignments for the 2025 calendar year.

POLICY CONTEXT

Council Policies and Procedures and the Advisory Body Handbook prescribe the method of Council Liaison Subcommittee assignments:

The Mayor and Vice Mayor shall submit recommendations to the full Council rotating nominations for Council Member Subcommittees, thereby ensuring an opportunity for each member to serve as liaison at least once on each advisory body when possible. When terms of office do not allow each member to serve once, members with greatest seniority shall have first right of selection (CP&P 6.5.2, ABH III, C, 6).

Council Policies and Procedures defines the role, purpose, and attendance of the Council Liaison as:

Council liaisons do not serve as ex-officio members of the advisory bodies, but rather as a conduit to express the position of the Council and to gain a better understanding of the issues considered by the advisory body. (CP&P 6.1.2) The purpose of the liaison assignment is to facilitate communication between the Council and advisory body. (CP&P 6.1.3) From time to time, attend advisory body meetings for observation purposes only. Liaison members should be sensitive to the fact that they are not participating members of the advisory body but are there rather to create a linkage between the City Council and advisory body. (CP&P 6.1.6)

DISCUSSION

At the October 22, 2024, Special City Council meeting, the Council discussed the process to make the Council Liaison and Subcommittee assignments. At the conclusion of the meeting, it was decided that a special meeting would be held on December 17, 2024, to meet and discuss the 2025 assignments instead of having the Mayor and Vice Mayor make recommendations for consideration by the Council.

On December 17, 2024, the Council held a special meeting where they reviewed and discussed each of the assignment requests. Attachment A, the 2025 Council Liaison and Subcommittee assignments, was the outcome of the meeting.

Public Engagement

This is an administrative item, so no outside public engagement was completed. The City Council did hold a Special Meeting on December 17, 2024, where the public could attend and provide public comment. Public comment can also be provided to the City Council through written correspondence prior to the meeting and through public testimony at the meeting.

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: Yes

Budget Year: FY 2023-24

Funding Identified: N/A

Fiscal Analysis:

Funding Sources	Current FY Cost	Annualized On-going Cost	Total Project Cost
General Fund	N/A		
State			
Federal			
Fees			
Other:			
Total			

There are no new fiscal impacts associated with the Council Liaison Subcommittee assignments.

ALTERNATIVES

1. Council may make changes to the proposed Council Liaison Subcommittee assignments.
2. Council could direct staff to amend Council’s Policy and Procedures and the Advisory Body Handbook to change how the Liaison and Subcommittee assignments are conducted.

ATTACHMENT

A - Council Liaison Subcommittee Assignments for 2025

COUNCIL SUBCOMMITTEE ASSIGNMENTS 2025

CITY ADVISORY BODIES • Interviews & makes recommendations for appointments to the full Council. • Facilitates communication between Council and committees.	2024		2025	
	CHAIR	MEMBER	CHAIR	MEMBER
Active Transportation Committee	Francis	Francis	Shoresman	Boswell
Administrative Review Board	Shoresman	Shoresman	Francis	Stewart
Architectural Review Commission	Francis	Francis	Boswell	Francis
Construction Board of Appeals	Shoresman	Shoresman	Marx	Shoresman
Citizens' Revenue Enhancement Oversight Commission	Marx	Marx	Stewart	Shoresman
Cultural Heritage Committee	Marx	Marx	Francis	Marx
Human Relations Commission	Stewart	Stewart	Stewart	Shoresman
Investment Oversight Committee <i>(This is not an advisory committee)</i>	Marx	Marx	Francis	Marx
Mass Transportation Committee	Francis	Francis	Boswell	Stewart
Parks & Recreation Commission	Shoresman	Shoresman	Francis	Marx
Personnel Board	Stewart	Stewart	Stewart	Marx
Planning Commission	Marx	Marx	Francis	Boswell
Promotional Coordinating Committee	Francis	Francis	Shoresman	Boswell
Tourism Business Improvement District Board	Pease	Pease	Shoresman	Francis
Tree Committee	Francis	Francis	Boswell	Stewart
Housing Authority <i>(Mayor, by state mandate)</i>	Stewart	/	Stewart	/
SPECIAL PURPOSE SUBCOMMITTEES Serves as liaison representative.	2024		2025	
	MEMBER	ALTERNATE	MEMBER	ALTERNATE
Cal Poly Campus Planning Committee <i>(Master Plan) (Quarterly)</i>	Francis	Shoresman	Shoresman	Marx
City/University <i>(Mayor/Rotation) (Quarterly)</i>	Stewart	Rotation	Stewart	Rotation
Downtown Association Board <i>(Monthly)</i>	Pease	Shoresman	Shoresman	Boswell
REACH	Stewart	/	Stewart	/
Mayor's Advisory Body Quarterly Meeting	Stewart	Rotation	Stewart	Rotation
Student Community Liaison Committee <i>(Mayor/Rotation) (Monthly)</i>	Stewart	Rotation	Stewart	Rotation

COUNCIL SUBCOMMITTEE ASSIGNMENTS 2025

COUNTY/REGIONAL Serves as voting representative.	2024		2025	
	CHAIR	MEMBER	MEMBER	ALTERNATE
Air Pollution Control District (APCD) <i>(Quarterly)</i>	Marx	Francis	Marx	Boswell
City Selection Committee <i>(1-2 times per year)</i>	Stewart	Marx	Stewart	Shoresman
CMC Citizens Advisory Committee <i>(Monthly)</i> <i>(*2-year term)</i>	Shoresman	Pease	Stewart	Boswell
Community Action Partnership <i>(Monthly)</i>	Francis	/	Francis	/
County Water Resources Advisory Committee <i>(County Supervisors)</i> <i>(Monthly)</i>	Pease	Francis	Marx	Francis
Homeless Services Oversight Committee	Shoresman	Stewart	Shoresman	Marx
Integrated Waste Management Authority (IWMA) <i>(Monthly)</i>	Marx	Shoresman	Marx	Shoresman
Local Agency Formation Commission (LAFCO) <i>(Liaison Only)</i> <i>(Monthly)</i>	Francis	Pease	Boswell	Francis
Nacimiento Water Project	Francis	Shoresman	Francis	Marx
Performing Arts Center Commission <i>(Mayor/Vice Mayor as alternate)</i> <i>(Quarterly)</i>	Stewart Johnson	Pease Hermann	Stewart McDonald	Shoresman Hermann
San Luis Obispo Council of Governments (SLOCOG) <i>(Monthly)</i>	Pease	Francis	Stewart	Francis
San Luis Obispo Regional Transit Authority (SLORTA) <i>(Monthly)</i>	Pease	Francis	Stewart	Francis
Visit SLO County Advisory Committee	Stewart Johnson	Pease Hermann	Stewart McDonald	Shoresman Hermann
Whale Rock Commission <i>(Mayor/Vice Mayor serves as alternate)</i> <i>(June & as needed)</i>	Stewart	Pease	Stewart	Shoresman
Zone 9 Advisory Committee <i>(Monthly)</i>	Shoresman	Francis	Shoresman	Francis
AD HOC SUBCOMMITTEE	MEMBER	ALTERNATE	MEMBER	ALTERNATE
Airport Land Use	Marx	Stewart	Boswell	Francis
SLO Climate Coalition Liaison	Shoresman	Marx	Boswell	Shoresman
Central Coast Clean Energy (3CE) – Policy Board Director ¹	Marx	Stewart	Stewart	Marx

¹ The City of Morro Bay has elected to appoint Council Member Jeff Eckles to serve as the alternate to Mayor Wixon on the Central Coast Clean Energy (3CE) Policy Board. Mayor Stewart and Council Member Marx will work with Mayor Wixon and Council Member Eckles to keep ensure both City Councils are keep up to date on items on the 3CE agendas.



Department: Public Works
Cost Center: 5201
For Agenda of: 1/14/2025
Placement: Consent
Estimated Time: N/A

FROM: Matt Horn, Public Works Director
Prepared By: Alex Fuchs, Mobility Services Business Manager

SUBJECT: EXECUTE AN AGREEMENT WITH SLOCOG FOR SENATE BILL (SB) 125 GRANT FUNDS AND APPROPRIATE FUNDS TO ASSOCIATED CAPITAL PROJECTS

RECOMMENDATION

1. Adopt a Draft Resolution entitled, "A Resolution of the City Council of the City of San Luis Obispo, California, authorizing the Mayor to execute a cooperative agreement with San Luis Obispo Council of Governments for Senate Bill 125 Funds and the appropriation of funds to associated capital projects"; and
2. Authorize the Finance Director to appropriate \$395,000 of SB 125 Grant Funds to Project No. 2000403 to support Battery Electric Bus Charging Infrastructure; and
3. Authorize the Finance Director to appropriate \$280,000 of SB 125 Grant Funds to Project No. 2000505 to support the purchase of six Battery Electric Buses; and
4. Authorize the Finance Director to return to Fund Balance \$278,521 of Transit Funds currently assigned to Project No. 2000505 to be available to support future Capital or Operational expenses as directed by Council.

POLICY CONTEXT

The Transit Services Program within the Mobility Services Division of the Public Works Department oversees operation of SLO Transit, the City's local public transit system. Transit is one of four enterprise funds within the City and generates revenue to cover costs. The City's Transit Fund relies on federal and state grant opportunities to fund both operating and capital costs of services. Senate Bill (SB) 125 administers two grant programs that provide funding for transit capital projects. Staff submitted requests and funding was approved for four existing capital projects¹.

Financial Management Manual Policy 740 requires that the City Council approve grant applications greater than or equal to \$5,000. However, due to the often limited time given to apply for grants and the Transit program's heavy reliance on grants to fund operations and capital projects, in 2022 City Council adopted Resolution No. 11330² authorizing the

¹ Project No. 2000505 – 6 Battery Electric Buses, Project No. 2000403 – Battery Electric Charging Infrastructure, Project No. 2000404 – Auto Vehicle Locator System Replacement, Project No. 200401 – On-bus Security Camera System Replacement.

² [R-11330 \(2022 Series\) Authorizing the Director of Public Works to apply for future funding opportunities that benefit the City's Transit Program](#)

Public Works Director to apply for future transit related funding opportunities and to execute related documents on behalf of the City.

The projects are consistent with the City's adopted 2023-25 Financial Plan Major City Goal for Climate Action, Open Space, & Sustainable Transportation, the City's Climate Action Plan, SLO Transit's Zero-Emission Rollout Plan, and the recommendations in SLO Transit's Transit Innovation Study.

Staff recommends adopting a draft Resolution, Attachment A, authorizing the Mayor to execute a cooperative agreement with SLOCOG for SB 125 funds and to appropriate said funds to the associated capital projects.

DISCUSSION

Background

In 2014, the State of California's Legislature passed Senate Bill (SB) 862 which created the Transit and Intercity Rail Capital Program (TIRCP). The purpose of TIRCP is to fund transformative capital improvements that will modernize California's rail, bus, and ferry systems to significantly reduce emissions of greenhouse gases, vehicle miles traveled, and congestion.

Assembly Bill (AB) 102 and SB 125 amended the Budget Act of 2023 to provide funds for TIRCP as well as provide funds to establish the Zero-Emission Transit Capital Program (ZETCP). ZETCP was created to support the purchase of zero emission buses and associated charging infrastructure and facility improvements. SB 125 also created specific categories as to how funds are distributed to Regional Transportation Planning Agencies (RTPA) using a population-based formula. San Luis Obispo Council of Governments (SLOCOG) is the Regional Transportation Planning Agency (RTPA) for San Luis Obispo County.

In October 2023, SLOCOG staff released a call for projects to all eligible agencies (the Cities of Atascadero, Morro Bay, and San Luis Obispo as well as SLOCOG and the Regional Transit Authority). City staff submitted four project requests for funding. Table 1 lists the projects, funding requested, and associated Capital Improvement Plan (CIP) project information. In total, staff requested \$1.55 million for (1) funding for battery electric buses, (2) charging infrastructure, (3) on-bus camera system replacement, and (4) auto vehicle locator system replacement. In December 2023, SLOCOG's board approved all requested project funding submitted by the City. Attachment B is a copy of the SLOCOG staff report approving the requested projects funding.

Table 1 – SB 125 Funding by Project

CIP Project No.	Project Name	Funding Amount
2000404	Auto Vehicle Locator System Replacement	\$ 130,000
2000403	Battery Electric Charging Infrastructure	\$ 395,000
2000401	On-bus Security Camera System Replacement	\$ 750,000
2000505	6 Battery Electric Buses	\$ 280,000
	Total	\$ 1,555,000

Cooperative Agreement

SB 125 authorizes RTPAs to request use and disbursement of TIRCP and ZETCP funding for transit capital projects. As a condition of ongoing disbursements of requested funds, RTPAs must submit to the California State Transportation Agency (CalSTA) reports documenting activities and progress toward project implementation. Execution of a cooperative agreement between SLOCOG and the City is necessary to ensure project activities and disbursements occur timely and in accordance with SB 125 requirements. Attachment C is a final draft of the SB 125 cooperative agreement between the City and SLOCOG.

Appropriation of Funds to Associated Capital Projects

Included in staff’s recommendations are two requested appropriations of funds to support expenditures of these grants and returning obligated funds from a project to fund balance to support future transit needs.

Specifically, staff is request that Council authorize the Finance Director to appropriate \$395,000 of SB 125 Grant Funds to Project No. 2000403 for battery electric charging infrastructure and \$280,000 to Project No. 2000505 to support the purchase of six battery electric buses. This action will preserve \$278,521 of Transit Funds that can be returned to Fund Balance and doing so will preserve Transit Fund dollars and prioritizes use of grant funds for capital projects. Specific project funding can be found in the Fiscal Impact Section of this report.

SB 125 dollars for Project No. 2000401 (On-bus Security Camera System Replacement) and Project No. 2000404 (Auto Vehicle Locator System Replacement) were approved with the adoption of the FY 2024-25 Supplemental Budget. Grantors, like SLOCOG, typically require projects associated with funding requests to be identified in the respective agency’s capital improvement plan. These two projects were not included the City’s Capital Improvement Plan (CIP) at the time the funding requests were submitted, so staff committed to adding these projects as part of the Supplemental budget adoption.

Previous Council Action

1. June 4, 2024 – Council adopted the FY 2024-25 Supplemental Budget including updates to the Capital Improvement Plan (CIP).
2. March 5, 2024 – Council adopted SLO Transit’s Zero-Emission Rollout Plan as required by California’s Air Resources Board.
3. January 23, 2024 – Council received and filed Transit Innovation Study and directed staff to finalize the report and begin implementation.
4. June 6, 2023 – Council adopted the 2023-25 Financial Plan and FY 2023-24 Budget which includes the Climate Action, Open Space, and Sustainable Transportation Major City Goal.

Public Engagement

This is an administrative item, so no outside public engagement was completed. Public comment can be provided to the City Council through written correspondence prior to the meeting and through public testimony at the meeting.

CONCURRENCE

SLOCOG staff concurs with the recommended action in this report. The City Attorney’s office has reviewed and approves the form of the cooperative agreement.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to the recommended actions in this report, because the action does not constitute a “Project” under CEQA Guidelines Section 15378. Capital projects funded by the Senate Bill (SB) 125 grant funds must comply with state and local laws including environmental review or finding of exemption.

FISCAL IMPACT

Budgeted: Yes

Budget Year: 2024-25

Funding Identified: Yes

Fiscal Analysis:

Appropriation and use of SB 125 Grant Funds has a positive impact on the Transit Fund allowing for four separate Capital Improvement Plan projects to move forward and preserves \$278,521 in previously appropriated Transit Fund dollars for use on future Transit Fund needs.

Project No. 2000403 (Battery Electric Bus Charging Infrastructure)			
	LCTOP Grant	SB 125 Grant	Total Project Budget
Current Fund Amount	\$ 304,300	\$ 0	\$ 304,300
Proposed Transfers	\$ 0	\$ 395,000	
Post Transfer Amount	\$ 304,300	\$ 395,000	\$ 699,300

The recommended action in this report appropriates \$395,000 in SB 125 funds to Project No. 2000403 for the purchase and installation of battery electric charging infrastructure. Doing so, increases the available project budget to \$699,300.

Project No. 2000505 (6 Battery Electric Buses)						
	FTA 5339(b) Grant	FTA 5307 Grant	TDA Funds	Transit Fund	SB 125 Grant	Total Project Budget
Current Fund Amount	\$ 4,799,978	\$ 506,296	\$ 1,326,569	\$ 693,203	\$ 0	\$ 7,326,046
Proposed Transfers	\$ 0	\$ 0	\$ 0	\$ (278,521)	\$ 280,000	
Post Transfer Amount	\$ 4,799,978	\$ 506,296	\$ 1,326,569	\$ 414,682	\$ 280,000	\$ 7,327,525

The recommended action in this report also appropriates \$280,000 in SB 125 funds to Project No. 2000505 for the purchase of battery electric buses which will replace \$278,521 in previously appropriated Transit Fund dollars. Doing so, preserves Transit Fund working capital and prioritizes use of grant funds for capital projects.

ALTERNATIVES

1. **Council could decide not to approve executing a cooperative agreement with SLOCOG.** This action is not recommended by staff because SB 125 funds awarded to the City for these capital projects will be unavailable for reimbursement.
2. **Council could decide not to adopt the Draft Resolution appropriating SB 125 funds to the associated capital projects.** This action is not recommended by staff because these projects further the City’s climate action goals, help meet the state of California’s zero-emission mandates for transit agencies, and implements recommendations of the Transit Innovation Study.

ATTACHMENTS

- A - Draft Resolution authorizing execution of a cooperative agreement and appropriating funds to associated capital project funds
- B - December 6, 2023, SLOCOG Staff Report Item E-2
- C - SB 125 Cooperative Agreement Final Draft

RESOLUTION NO. _____ (2025 SERIES)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN LUIS OBISPO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE A COOPERATIVE AGREEMENT WITH SAN LUIS OBISPO COUNCIL OF GOVERNMENTS FOR SENATE BILL 125 FUNDS AND THE APPROPRIATION OF FUNDS TO ASSOCIATED CAPITAL PROJECTS

WHEREAS, In 2014, the State of California’s Legislature passed Senate Bill (SB) 862 which created the Transit and Intercity Rail Capital Program (TIRCP); and

WHEREAS, Assembly Bill (AB) 102 and Senate Bill (SB) 125 amended the Budget Act of 2023 to appropriate funds for TIRCP as well as appropriated funds to establish the Zero-Emission Transit Capital Program (ZETCP); and

WHEREAS, SB 125 also created specific categories as to how funds are distributed to Regional Transportation Planning Agencies (RTPA) using a population-based formula; and

WHEREAS, San Luis Obispo Council of Governments (SLOCOG) is the Regional Transportation Planning Agency (RTPA) for San Luis Obispo County; and

WHEREAS, In October 2023, SLOCOG released a request for projects to all eligible agencies which includes the City for TIRCP and ZETCP fund programming; and

WHEREAS, In November 2023, the City submitted funding requests for four capital projects: battery electric bus charging infrastructure, auto vehicle locator system replacement, on-bus security camera system replacement, and gap funding for six battery electric buses; and

WHEREAS, On December 6, 2023, SLOCOG’s board approved all requested project funding submitted by the City; and

WHEREAS, As a condition of ongoing disbursements of requested funds, RTPAs must submit to the California State Transportation Agency (CalSTA) reports documenting activities and progress toward project implementation; and

WHEREAS, A cooperative agreement between SLOCOG and the City is necessary to ensure project activities and disbursements occur timely and in accordance with SB 125 requirements; and

WHEREAS, SB 125 funds awarded to the City must be appropriated to the associated Capital Improvement Plan (CIP) projects in alignment with the City’s budgeting and financial planning processes.

R _____

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of San Luis Obispo does hereby authorize the execution of a cooperative agreement between SLOCOG and the City and appropriation of funds to associated capital projects as follows:

SECTION 1. 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 Section 15378. Capital projects funded by the Senate Bill (SB) 125 grant funds must comply with state and local laws including environmental review or finding of exemption.

SECTION 2. Approval. The City Council of the City of San Luis Obispo does hereby:

1. Authorize the Mayor to execute a cooperative agreement with SLOCOG for SB 125 funds; and
2. Appropriate \$395,000 in SB 125 funds to Project No. 2000403; and
3. Appropriate \$280,000 in SB 125 funds to Project No. 2000505; and
4. Return \$278,521 in Transit Fund dollars from Project No. 2000505 to undesignated fund balance.

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 _____ 2025.

 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 _____

SAN LUIS OBISPO COUNCIL OF GOVERNMENTS

STAFF REPORT

MEETING DATE:	December 6, 2023	ITEM: E-2
SUBJECT:	Transit and Intercity Rail Capital Program and Zero Emission Transit Capital Program Project Allocation Requests	
STAFF CONTACT:	Stephen Hanamaikai	

SUMMARY

SLOCOG will receive over \$33 million from the Transit and Intercity Rail Capital Program (TIRCP) and Zero Emission Transit Capital Program (ZETCP) for programming over the next four fiscal years. In October, the Board directed staff to prepare a draft funding plan to allocate these funds. Staff released a request for project Statements of Interest on October 19th to all agencies eligible to receive funding, including: the Cities of Atascadero, Morro Bay, and San Luis Obispo, SLOCOG, and the RTA (including Paso Express and South County Transit). 23 projects were submitted requesting over \$41 million, which exceeds available funding by approximately \$8.5 million. Table 1 summarizes the available funding and funding requests by agency. A maximum of 1% of the total multi-year funding may be used for program administration:

Table 1: Total Funding & Funding Requests by Agency

Available Funding	23/24	24/25	25/26	26/27
TIRCP	\$ 14,486,636	\$ 14,522,455	\$ -	\$ -
ZETCP	\$ 1,569,547	\$ 880,477	\$ 880,477	\$ 880,477
Annual Total	\$ 16,056,183	\$ 15,402,932	\$ 880,477	\$ 880,477
Funding Requests	23/24	24/25	25/26	26/27
SLO RTA	\$ 13,388,000	\$ 13,373,000	\$ 1,100,000	\$ 1,200,000
Paso Express	\$ -	\$ -	\$ -	\$ -
South County Transit	\$ -	\$ -	\$ -	\$ -
Atascadero	\$ -	\$ -	\$ -	\$ -
MB	\$ 124,000		\$ 800,000	
SLO	\$ 280,000	\$ 1,275,000	\$ -	\$ -
SLOCOG	\$ 5,922,000	\$ 3,922,000	\$ -	\$ -
Program Administration	\$ 160,562	\$ 154,029	\$ 8,805	\$ 8,805
Annual Total	\$ 19,874,562	\$ 18,724,029	\$ 1,908,805	\$ 1,208,805
Annual Shortfalls	\$ (3,818,379)	\$ (3,321,097)	\$ (1,028,328)	\$ (328,328)

SLOCOG, San Luis Obispo Air Pollution Control District (SLOAPCD), and Caltrans District 5 staff reviewed and ranked the projects based on how well each project aligned with the objectives of the TIRCP and ZETCP to:

- Reduce greenhouse gas emissions,
- Increase transit ridership; and,
- Provide direct, meaningful, and assured benefits to low-income and disadvantaged communities.

The project rankings and proposed funding recommendations are summarized in Table 3 below and the full scoring detail is found in Table 4 at this [link](#). To maximize the use of TIRCP and ZETCP funding, staff recommends utilizing already programmed and future unprogrammed federal transit funds to reduce the overall TIRCP and ZETCP request and funding all project funding requests. TIRCP, ZETCP, and future unprogrammed federal transit funds will be amended into SLOCOG's Federal Transportation Improvement

Program (FTIP) at a later date.

RECOMMENDATION:

Staff: Submit allocation package for \$33.2 million and authorize the Executive Director to adjust allocations as needed and to return to the Board for endorsement.

SSTAC:

TTAC:

CTAC:

BACKGROUND

The TIRCP was created to fund transformative capital improvement that modernize the state's transit systems to achieve specific policy objectives:

- Reduce emissions of greenhouse gases;
- Expand and improve transit service to increase ridership;
- Integrate the various rail services throughout the state, including high-speed rail, and;
- Improve transit safety

The ZETCP was created to support the purchase of zero emission buses and associated charging infrastructure and facility modifications. Zero Emission Mobility Programs, such as bike and car share programs, are also eligible for funding through the ZETCP. Previous legislation established a goal to provide at least 25 percent of available funding through the ZETCP and TIRCP to projects that provide direct, meaningful, and assured benefit to disadvantaged communities, low-income communities, and low-income households. Taken as a whole, the increases in transit system ridership, as well as the reduction in vehicle miles traveled, congestion, and greenhouse gas emissions, will help deliver a healthier and safer transportation system.

SB 125 (2023) specifies that funding can be distributed by RTPA for either high-priority capital projects or for transit operating expenses for operators in their jurisdictions experiencing financial hardship to address the transit operational deficits due to ridership loss impacts lingering from the COVID-19 pandemic. To address this provision, staff requested estimated transit operating costs and fare revenues from all eligible funding recipients to determine if transit agencies will experience operational deficits in fiscal years 2023/24 through 2026/27. Based on the financial information submitted by the transit operators no operational funding deficits are expected and no transit operating projects are proposed at this time. Table 2 on the following page shows the estimated annual operating expenses, fare revenues, and state and federal transit funding expected for fiscal years 23/24 through 26/27.

Table 2: Estimated Operating Expenses and Available Operating Revenue Sources

Operating Expenses	23/24	24/25	25/26	26/27
RTA	\$ 12,001,090	\$ 12,692,010	\$ 13,422,710	\$ 14,195,480
South County Transit	\$ 2,329,130	\$ 2,458,440	\$ 2,594,930	\$ 2,739,000
Paso Express	\$ 1,200,710	\$ 1,266,180	\$ 1,335,220	\$ 1,408,020
Morro Bay	\$ 322,271	\$ 358,427	\$ 386,443	\$ 416,669
Atascadero	\$ 711,170	\$ 650,590	\$ 702,637	\$ 758,848
SLO	\$ 5,230,870	\$ 5,339,795	\$ 5,446,591	\$ 5,555,523
Fare Revenues				
RTA	\$ 681,720	\$ 715,810	\$ 751,600	\$ 789,180
South County Transit	\$ 123,120	\$ 129,390	\$ 135,980	\$ 142,910
Paso Express	\$ 139,530	\$ 146,510	\$ 153,840	\$ 161,540
Morro Bay	\$ 24,000	\$ 26,000	\$ 28,000	\$ 30,000
**Atascadero	\$ -	\$ -	\$ -	\$ -
SLO	\$ 990,000	\$ 1,000,000	\$ 1,032,500	\$ 1,055,675
State/Federal Funds				
*Federal	\$ 11,021,128	\$ 5,681,275	\$ 5,828,787	\$ 5,640,049
State	\$ 22,154,603	\$ 22,800,163	\$ 23,465,090	\$ 24,149,964

*Includes \$5.45 million unobligated funds and limits operating funds to 50%

** Atascadero fare revenues not provided

State & Federal Transit Funds	\$ 120,741,058
Fare Revenues	\$ 8,257,305
Operating Expenses	\$ 93,522,754

Balance \$ 35,475,609

DISCUSSION

The allocation package programs \$32.6 million of the \$33.1 million available over 23/24 through 26/27, leaving an unprogrammed balance of \$135k. Brief descriptions of the projects are provided below. A summary of the funding recommendation are provided below in Table 3, and the full list of recommended projects and project scores can be found in Table 4 [linked here](#). Greenhouse gas emission reductions and jobs benefit calculations must be produced in coordination with the funding recipients and included in the allocation package due to CalSTA on December 31, 2023 in order to receive timely allocation of FY 23/24 funds.

RTA

The majority of the RTA’s funding requests are for zero emission vehicles, charging infrastructure, and related planning and project development costs. RTA requested over \$29 million in TIRCP and ZETCP funding. It would be unequitable to program this level of funding to any one agency and SLOCOG will work with RTA to supplement the funding request with state and federal transit funds. Conditional approval of the proposed bus purchases pending approval of the on-going short range transit plan update is recommended.

SLO Transit

Only \$1.5 million is requested by the City of San Luis Obispo for electric buses, charging infrastructure and on-board security and bus location systems. Additional time for the city to seek council approval of electric vehicle procurements and service expansions is needed and SLOCOG will work with the city and other operators to revise the allocation package as such projects are approved.

Morro Bay Transit

The City of Morro Bay is in the early stages of transitioning their fleet to zero emission buses. SLOCOG recommends approving the full funding request of \$924k for the planning costs associated with the future fleet transition and the construction/installation of the necessary charging infrastructure.

SLOCOG

SLOCOG requested \$12.2 million for rail capital projects and project development, and for regionwide implementation of contactless fare payment systems on all fixed route buses. SLOCOG will apply \$9.6 million in TIRCP formula funds as match funding for a TIRCP competitive grant of \$40 million. If the grant is unsuccessful, SLOCOG will revise the allocation package to fund a sub-set of projects or project development costs.

South County Transit (SCT), Paso Express, and City of Atascadero

No projects specific to SCT, Paso Express, or the City of Atascadero were submitted. SLOCOG will allow opportunities to amend the allocation request to include projects for these agencies in the future.

Table 3- Funding Recommendation Summary

	23/24	24/25	25/26	26/27	Total Funding Recommended
RTA	\$ 9,268,000	\$7,752,750		\$ 843,000	\$17,863,750
SLO	\$675,000	\$880,000			\$1,555,000
MB	\$124,000		\$800,000		\$924,000
SLOCOG	\$ 5,762,000	\$6,533,000			\$12,295,000
Total Programming					\$32,637,750

TRANSIT AND INTERCITY RAIL CAPITAL PROGRAM (TIRCP) AND
ZERO-EMISSION TRANSIT CAPITAL PROGRAM (ZETCP)
SUBRECIPIENT COOPERATIVE AGREEMENT

THIS AGREEMENT, ENTERED INTO ON THE DATE BELOW STATED is between the San Luis Obispo Council of Governments, referred to herein as "SLOCOG", and the **CITY OF SAN LUIS OBISPO** a municipal corporation, referred to herein as the "CITY".

RECITALS

WHEREAS, Senate Bill (SB) 862 (2014) created the TIRCP to provide grants from the Greenhouse Gas Reduction Fund (GGRF) and authorized the California State Transportation Agency (CalSTA) to administer the program; and,

WHEREAS, SB 1 (2017) directs funds to the TIRCP from the Public Transportation Account (PTA); and,

WHEREAS, Assembly Bill 102 (2023) and SB 125 (2023) amended the Budget Act of 2023 to appropriate funding from the state's General Fund, GGRF, and PTA to the TIRCP and ZETCP, which shall be distributed to pursuant to a population based formula to regional transportation planning agencies (RTPA) as defined in Section 13987 (j) of the Government Code; and,

WHEREAS, SB 125 authorizes RTPA to request use of TIRCP and ZETCP funding for high-priority transit capital projects consistent with the uses allowed in Cycle 6 of the TIRCP, zero-emission transit vehicles and supporting infrastructure, transit operating expenses that prevent service cuts, and other projects subject to compliance and requirements set forth in the SB 125 program guidelines; and,

WHEREAS, as a condition of ongoing disbursements of requested SB 125 funds, RTPA must submit to CalSTA reports documenting activities and progress toward project implementation, expenditures, completion, benefits in accordance with the California Air Resources Board's Funding Guidelines, data, interest earned, and other project outcomes; and,

WHEREAS, on December 5, 2023, the SLOCOG Board approved programming for the CITY for the PROJECTs and the amounts shown in Table 1 and authorized the Executive Director to submit the program of projects to CalSTA and adjust programming as needed and to return them to the Board for endorsement; and,

WHEREAS, CalSTA has reviewed SLOCOG's program of projects and determined that the minimum program requirements have been met and has approved funding allocation for the PROJECTs in Table 1.

NOW, THEREFORE, the parties mutually agree as follows:

1. The CITY agrees to administer each PROJECT and conduct the applicable environmental processes required under the California Environmental Quality Act (CEQA) and the National Environmental Policy Act, as applicable, for each PROJECT.
2. The CITY agrees to assume responsibility and accountability for the use and expenditure of funds allocated to the PROJECTS in accordance with the SB 125 guidelines and applicable statutes and must also comply with all relevant federal and state laws, regulations, policies, and procedures, and ensure that GGRF funding is utilized consistent with and required by SB 1018 (2012).
3. The CITY agrees that if a project may impact a street, road or highway owned or controlled by a jurisdiction other than CITY (including without limitation the County, another city, or the State of California), SLOCOG may require the CITY to establish a project development team (PDT) composed of representatives of such jurisdictions and SLOCOG.

4. The CITY agrees to utilize, for each PROJECT, an amount of TIRCP or ZETCP funds equal to or less than that adopted by SLOCOG, and that SLOCOG's total obligation shall not exceed the amounts shown in Table 1 unless a greater amount has been authorized in advance in writing by SLOCOG.
5. The CITY agrees to account for all costs for the PROJECTS to be paid by SLOCOG pursuant to this Agreement and agrees to perform all the reimbursable work for each project according to the fiscal years identified in Table 1.
6. The CITY agrees to provide SLOCOG with the final cost estimates for each phase of the PROJECTS prior to reimbursement. The following will be assumed and reflected in SLOCOG's SB 125 accounting spreadsheets:
 - a. If less funding than what was programmed is required for a PROJECT, cost savings will be made available for reprogramming as approved by SLOCOG.
 - b. If more funding than what was programmed is required for a PROJECT, the CITY will be solely responsible for securing the additional funding, which can be comprised of various local, regional, state, or federal funding sources.
7. The CITY may submit an invoice for reimbursement of funds expended for each PROJECT no more than once a month, using the attached Reimbursement Request Form (Exhibit A). All invoices must contain the following:
 - a. PROJECT number and name
 - b. A detailed description of work accomplished during the billing period which will be used to provide project status updates to the SLOCOG Board on an annual basis, at minimum.
 - c. A copy of the consultant's bill to the CITY (if applicable).
 - d. Amount expended by the CITY during the billing period, with evidence of funds expended (e.g. a copy of a CITY check to consultant or accounting documentation, etc.)
 - e. Amount requested for reimbursement by source (TIRCP or ZETCP) for the billing period
8. SLOCOG agrees to reimburse the CITY within 30 days of receipt of a completed reimbursement request form (Exhibit A) with all applicable attachments and signatures an amount expended by the CITY during the invoices' billing period. SLOCOG's total obligation for each PROJECT cost shall not exceed the amount shown in Table 1, unless SLOCOG has in writing authorized a greater amount.
9. Within two months of either the execution of this agreement or each PROJECT's completion and all work incidental thereto, whichever comes later, the CITY must provide SLOCOG certification in the form provided in Exhibit B hereto, of completion in accordance with the provisions in this Agreement, and a final invoice containing those items listed in section 7a-e. In the event that final project costs are less than those listed on Table 1, hereto, the funds shall be reallocated as approved by SLOCOG.
10. The CITY agrees to document and publicize the TIRCP and ZETCP in proper context when developing press releases and City Council documents, or in hosting public events such as project groundbreakings. References should be made to TIRCP, ZETCP, the California State Transportation Agency as the program sponsor, and the state programs as fund sources, as applicable, in order to ensure transparency regarding the funding of the projects.
11. The CITY agrees to provide SLOCOG with data needed to document and share publicly the program benefits and outcomes of the PROJECTS.
12. The CITY grants to the State of California and/or SLOCOG access to the CITY's books and records for the purpose of verifying that SB 125 funds paid are properly accounted for and the proceeds are expended in accordance with the terms of this Agreement. All documents shall be available for inspection by authorized CalSTA, Caltrans and/or SLOCOG agents at any time during the PROJECT development and for a four-year period from the date of completion, or for one year after the audit is completed or waived by CalSTA, Caltrans and/or SLOCOG, whichever is later.

13. Upon completion of all work under this Agreement, ownership and title to all materials will automatically be vested in the CITY and no further agreement will be necessary to transfer ownership to the CITY.
14. If existing public and/or private utilities conflict with the PROJECT construction or violate the CITY's encroachment policy (as applicable), the CITY shall make all necessary arrangements with the owners of such utilities for their protection, relocation or removal. The CITY shall review the plans for protection, relocation or removal. If there are costs of such protection, relocation, or removal which the CITY must legally pay, the CITY shall pay the cost of said protection, relocation or removal, plus cost of engineering, overhead and inspection. If any protection, relocation or removal of utilities is required, such work shall be performed in accordance with CITY policies and procedures.
15. The CITY shall defend, indemnify and save harmless SLOCOG, its officers and employees from all and any claims, demands, damages, costs, expenses, judgments, attorneys' fees or any liability arising out of this Cooperative Agreement to the performance or attempted performance of the provisions hereof, or any project referred to in the Exhibits hereto. Nothing contained in the foregoing indemnity provision shall be construed to require CITY to indemnify SLOCOG against any responsibility of liability in contravention of Civil Code section 2782.
16. Both the CITY and SLOCOG shall designate a Project Coordinator who shall represent the respective agencies and through whom all communications between the parties to this agreement shall occur.
17. Both parties agree that if, in the course of carrying out the PROJECT, there is a disagreement among the Project Coordinators over the direction of the project, the matter will be forwarded through a three-step conflict resolution process. First, resolution will be attempted between the CITY Manager and SLOCOG Executive Director. If a dispute continues, a determination shall be made by the SLOCOG Executive Committee, and, if required, final determination by the full SLOCOG Board.
18. Nothing in the provisions of this Agreement is intended to create duties, obligations, or rights for third parties not signatories to this Agreement or affect the legal liability of either party of the Agreement by imposing any standard of care with respect to the maintenance of local roads different from the standard of care imposed by law.
19. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties thereto, and no oral understanding or agreement not incorporated herein or in the attached Table 1 shall be binding on any of the parties thereto.
20. This Agreement may be terminated or provisions contained therein may be altered, changed, or amended by mutual consent, in writing, of the parties hereto.
21. Prior to awarding a contract for any PROJECT, SLOCOG may terminate the applicable PROJECT in the Cooperative Agreement by written notice, provided SLOCOG pays the CITY for all PROJECT-related costs reasonably incurred by the CITY prior to termination. Also, prior to awarding a contract for any PROJECT, the CITY may terminate the applicable PROJECT in the Cooperative Agreement by written notice, provided the CITY pays SLOCOG for all costs reasonably incurred by SLOCOG prior to termination.

SIGNATURES:

CITY OF SAN LUIS OBISPO

SAN LUIS OBISPO
COUNCIL OF GOVERNMENTS

By: _____
Erica A. Stewart, Mayor

By: _____
Peter Rodgers, Executive Director

Date: _____

Date: _____

ATTEST:

By: _____
Teresa Purrington, City Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Christine Dietrick, City Attorney

By: _____
Jon Ansolabehere, SLOCOG Counsel

Date: _____

Date: _____

TABLE 1
CITY PROJECTS
for
Agreement No. SLO-SB 125-01

SLOCOG#	Project Name	TIRCP	ZETCP	FY
City of SLO-1	Six (6) Battery electric bus procurement	\$280,000	-	2023/24
City of SLO-2	Battery electric bus charging infrastructure	\$395,000	-	2023/24
City of SLO-3	Auto Vehicle Locator system replacement	\$130,000	-	2024/25
City of SLO-4	On-bus security camera system replacement	\$750,000	-	2024/25
	Total	\$1,550,000	-	

EXHIBIT A
San Luis Obispo Council of Governments
TIRCP and ZETCP

REIMBURSEMENT REQUEST FORM

Agency Name: _____ Date: _____

Contact Person: _____

Project Number(s): _____

Project Title: _____

This Invoice Covers Work Completed from: ____ / ____ / ____ to: ____ / ____ / ____

Project Budget Information: **(complete box below - refer to cooperative agreement "Table 1" for budget information)**

Total Spent this Invoice	\$			
	TIRCP	ZETCP	Other Non-Regional Spending	Total
Reimbursement by Fund Source				

Please send a check for \$ _____
Total TIRCP & ZETCP share due this invoice

- Attachments: 1) A brief description of work completed; and
 2) Consultant invoices
 3) Proof of payment (e.g. copy of CITY check to consultant).

Signed: _____
 (Agency Rep.)

Shaded boxes below for SLOCOG Use

Regional Planner Approval	Accounting Initials

EXHIBIT B
PROJECT COMPLETION FORM
for
SB 125 Projects

This form notifies SLOCOG of project completion in accordance with the provisions in the Cooperative Agreement noted below. *Our records indicate that the project listed below, funded all or in part with RSTP Exchange funds, has been completed:*

Project Name: _____

Project Number(s): _____

Cooperative Agreement Date (Recipient Agency): _____

Approved TIRCP or ZETCP amount(s): _____

I _____ *certify, on behalf of the CITY*
name of authorized official

of _____, *that the project named above was completed*
name of jurisdiction

on _____ *in accordance with the provisions set forth in the cooperative*
approximate date of completion

agreement dated _____ *. It is my understanding that all savings*
date jurisdiction representative signed

from a cost underrun will be returned to SLOCOG for reprogramming in accordance with the cooperative agreement.

Signed: _____
signature of authorized official

Date: _____
date signed

Return completed and signed Project Completion Forms within 2 months of the completion of each project to:

SLOCOG
1114 Marsh Street
San Luis Obispo, CA 93401
Attn: (Project Coordinator)

EXHIBIT C

General Programming Policies

SLOCOG's 2023 Regional Transportation Plan / Sustainable Communities Strategy identifies an overall goal to develop a multi-modal transportation system which is balanced, coordinated, safe, cost effective, environmentally sound, economically supportive, meeting all the financially reasonable transportation needs of all citizens in San Luis Obispo County. General programming policies affecting the decision making and project selection of the surface transportation system are summarized as follows:

1. SLOCOG will strive to be fair and equitable in the allocation of funding between the various subregions in the county and among member jurisdictions.
2. SLOCOG will adhere to the federal and state statutes, policies, regulations and guidelines applicable to each fund being allocated, and require recipients of grants to do the same.
3. SLOCOG will recommend projects for funding that are:
 - Deliverable
 - Consistent with the goals, policies, action strategies, and programs of the 2023 Regional Transportation Plan
 - Responsive to immediate funding and project needs
 - Consistent with specific criteria of a particular funding program
 - High likelihood of leveraging other funding (state, federal and/or local)
 - Approved or supported by the applicable governing body
4. SLOCOG will seek to implement all programs in a timely and efficient manner.
5. SLOCOG will seek to maximize the use of the funds for general public benefit, and will marshal other funds, when possible, to complete funded projects by prioritizing joint-funded projects.
6. SLOCOG will integrate social equity factors into the decision-making process by applying the findings generated from the Disadvantaged Communities Assessment.
7. SLOCOG will, to the extent feasible, assure the integration of all projects with jurisdiction, region and statewide transportation plans, providing a comprehensive, systematic approach to resolving transportation problems in the region.
8. SLOCOG will retain maximum flexibility of federal programs under the Infrastructure Investment and Jobs Act (IIJA), where feasible.
9. SLOCOG will retain a continuing commitment to emphasize quality and promote excellence in the development of competitive proposals, seeking to fund the best possible projects in terms of cost effectiveness, public benefit and regional and local significance.
10. SLOCOG may reserve discretionary funds for advance development work to ensure regionally significant projects are well scoped, alternatives assessed, accurate estimates prepared, and a finance plan for implementation is developed.
11. SLOCOG will maintain funding commitments for existing programmed projects if those projects have achieved the project delivery milestones set out at the time of programming. Unavoidable delays to the project delivery milestones will be considered on a case-by-case basis.
12. SLOCOG may commit a portion of discretionary funding to match and leverage other competitive state-wide or federal grant programs for projects of regional significance.



Department: Administration
Cost Center: 1001
For Agenda of: 1/14/2025
Placement: Consent
Estimated Time: N/A

FROM: Greg Hermann, Deputy City Manager
Prepared By: Natalie Harnett, Policy and Project Manager

SUBJECT: APPROVAL OF UPDATED OPERATING AGREEMENT FOR THE PERFORMING ARTS CENTER

RECOMMENDATION

Approve the updated operating agreement between the Foundation for the Performing Arts Center, the City of San Luis Obispo, the California State University Board of Trustees on behalf of Cal Poly, and the Central Coast Performing Arts Center Commission for the operation and governance of the Performing Arts Center.

POLICY CONTEXT

The City of San Luis Obispo is a partner in the operation of the Performing Arts Center (PAC) located at Cal Poly, and the changes to the operational agreement are subject to approval by all parties. The PAC benefits the City by attracting audiences from the local community and beyond. The events generate tourism and increase the area's appeal as a cultural destination, in alignment with the City's [Economic Development Strategic Plan](#) Pillar 2.4 – Cultural Vitality.

DISCUSSION

Background

The PAC was a joint venture between the City of San Luis Obispo (City), the State of California acting through the Trustees of the California State University on behalf of California State Polytechnic University, San Luis Obispo (Cal Poly), and private fundraising through the Foundation for the Performing Arts Center (FPAC) to create a large community performance space. Located on the Cal Poly campus, the PAC is a world-class event venue that hosted 300 events and over 100,000 visitors in 2023-24¹. More than a dozen local arts organizations perform at the PAC each year, along with national and international touring acts presented by Cal Poly Arts and other event promoters.

¹ Performing Arts Center – 2023/24 Year in Review: https://issuu.com/pacslo/docs/year-in-review-23-24_final_reduced

The PAC primarily relies on revenue generated from events to support its operations. However, as a partner, the City contributes funding to cover expenses not fully offset by event revenue. In accordance with the agreement and as established when the agreement was first approved in 1993 and amended in 2002 (Attachment B), the annual funding contribution is assessed two-thirds to Cal Poly, one-sixth to the FPAC, and one-sixth to the City. This funding formula is based on the City's original contribution of approximately \$5 million, or one-sixth of the cost to construct the \$30 million facility, in 1996. One of the public benefits from the City and FPAC contribution is that approximately one-third of the PAC's occupied dates are reserved for use by local arts and community organizations such as Opera SLO, Ballet Theatre SLO, SLO Symphony, and SLO Master Chorale. Because the City is a partner, these community organizations receive a discounted rate for events at the PAC. It also hosts a School Matinee Program that welcomes over 9,700 local students to the PAC to experience free performances.

The Central Coast Performing Arts Center Commission (CCPACC) was established under the original operating agreement to advise Cal Poly and the PAC Manager on operating policies, scheduling, and maintenance policies. The CCPACC, with the concurrence of the Cal Poly president, adopts the annual operating budget and amendments. The CCPACC is governed by a nine-person board of directors, two of whom are appointed by the City. The City's representatives on the CCPACC are the Mayor and the City Manager.

Updated Operating Agreement

The current operating agreement has not been amended since 2002. Since January 2023, Cal Poly, the FPAC, and the City have been collaborating on changes to update the agreement, and the final version is included as Attachment A.

The changes were collaboratively drafted and reviewed by all of the parties and CCPACC subcommittees (see Concurrences). While there are not any major changes, the updates aim to align the agreement with current operations and ensure that the Center is operated cooperatively for the mutual benefit of Cal Poly and the local community. Attachment C includes a red-lined version that includes most of the edits and notes significant changes. Included below is a summary of the changes which are accompanied by various minor clarifications and language changes:

1. Budget and reserves: The annual subsidy for the PAC's operations and reserves will continue to be divided the same, but the updated agreement introduces new sections to clarify the types of projects that should be funded by reserves. The current agreement broadly states that "reserves shall include but not be limited to, operations, major maintenance, replacement, and repairs". In the current agreement, the PAC Manager is responsible for presenting quarterly financial reports and setting reserves in consultation with the CCPACC. This has allowed the CCPACC to review upcoming projects and put aside funding in the *Major Maintenance/Repair and Replacement Reserve Program (MMRRP)* fund for anticipated replacements and repairs. The MMRRP was established by the CCPACC shortly after the PAC was completed and when it experienced a malfunction of the lighting control system. Since that time, the reserve has funded major maintenance projects without needing ad hoc funding requests from each of the partners.

The new agreement formally defines this reserve fund, the annual contributions, the types of projects that should be funded under it, and the procedures for managing projects that exceed the threshold of \$250,000. The new agreement states that such projects will be addressed on an as-needed basis, with costs divided among the partners using the same distribution as the annual operating budget (two-thirds, one-sixth, one-sixth). This approach is similar to the agreement between the City and County for major maintenance projects at the City/County Library.

2. Risk Mitigation Fund: A new section formally introduces the Event Presentation Risk Mitigation Fund, which is designed to help cover potential losses from events. This existing fund is replenished using net revenue from subsequent events before those funds are directed toward normal operations. The current balance of the fund is \$50,000, and the CCPACC can decide whether additional funds should be allocated from the Operating Reserve as needed.
3. Event Presentation Priority and Scheduling: The agreement clarifies the order of priority for presenting events at the PAC. Cal Poly Arts will have the first opportunity to propose events, and Cal Poly will retain the venue for key university events. Additionally, two-thirds of the schedule must support the Cal Poly's educational mission. One-third of the event dates are reserved for local arts and community organization use and will be charged at a lower rate than other groups. The City also receives a lower rate for any City events at the PAC.
4. Commission Policies: The existing commission policies and procedures that are not relevant to the operating agreement are removed and established as a separate "bylaws" document (Attachment D), which will be adopted concurrently by the CCPACC with the updated operating agreement.

Previous Council or Advisory Body Action

The initial agreement for constructing the PAC at Cal Poly was approved by the Council on [November 13, 1989](#). The Operating Agreement was later approved on [March 31, 1993](#), and was subsequently amended on [April 15, 2002](#).

Public Engagement

Notice of this agenda item was provided through the meeting's posted agenda. The public may submit comments in writing before the meeting or share their input during the public comment portion of the meeting.

CONCURRENCE

The updated agreement has been thoroughly reviewed by the CCPACC Budget and Finance Subcommittee, the Facilities Subcommittee, the City Attorney's Office, FPAC legal counsel, and Cal Poly's legal team. Recommended changes from these reviews were incorporated into the agreement, and all parties concur with the final version. The agreement is scheduled for presentation to the FPAC at the January Board Meeting. Once the updated agreement is approved by both the City Council and FPAC, it will proceed to the CCPACC for final approval and be signed by all parties, with the City Clerk attesting to the document.

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 Section 15378.

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	\$342,652	\$	\$	\$342,652
State				
Federal				
Fees				
Other:				
Total	\$342,652	\$	\$	\$342,652

This recommendation has no fiscal impact, as the City's share of the costs remains unchanged, and the updated agreement does not increase the annual operating expenses. The City includes its portion of the annual operating cost in the base budget, which increases by approximately 3-5% annually to align with the CPI. For FY 2024-25, the budgeted amount is \$342,652.

Based on the existing and amended operating agreement, the City is responsible for covering one-sixth of the PAC’s budget requirements including major maintenance projects. While not included in this recommendation, Cal Poly has recently submitted a funding request to the City for significant roof and gutter repairs at the PAC. The PAC has had consistent and invasive water intrusion issues due to a deteriorating roof and gutter system for over a decade, and repairs need to be made as soon as possible.

The total cost of the project is about \$1.6 million, which exceeds the Major Maintenance Reserve threshold of \$250,000 and under the new agreement, would be split between the partners. The City’s share of this cost would be \$263,797, which represents one-sixth of the total project cost. Cal Poly plans to finalize a contract in spring 2025 and complete the work in summer 2025. Since this is not included in the City’s current budget, staff plans to recommend that the Council appropriate this one-time funding during the mid-year budget review in February 2025 using the year-end fund balance, consistent with the City’s policy on the use of those funds to maintain infrastructure.

ALTERNATIVES

1. ***Council could decide not to approve the updated operating agreement.*** This action is not recommended by staff because the current agreement is outdated and should be updated to reflect current operations.
2. ***Council could advise staff to return to the PAC Manager with recommended changes to the agreement.*** Any directed changes would be subject to the review and negotiation with the other parties to the agreement.

ATTACHMENTS

- A - Updated PAC Agreement
- B - Current PAC Operating Agreement (2002 Amended Version)
- C - Red-lined Version of Operating Agreement Changes
- D - Copy of CCPACC Bylaws

**OPERATING AGREEMENT for the
Performing Arts Center – San Luis Obispo**

This Operating Agreement (Agreement), dated this _____ day of _____, 2024 (the “Effective Date”), is made and entered into by and among the Foundation for the Performing Arts Center, a California non-profit public benefit corporation (“FPAC”); the City of San Luis Obispo, California (the “City”); the Board of Trustees of the California State University (the “University”) on behalf of California Polytechnic State University, San Luis Obispo, and the Central Coast Performing Arts Center Commission, a non-profit public benefit corporation (the “Commission”) to provide for the operation and governance of the Performing Arts Center San Luis Obispo (aka San Luis Obispo County Performing Arts Center, aka Christopher Cohan Center, and hereinafter the “Center”) which FPAC, the University, the City and the Commission (collectively, the “Parties”) have built, maintained, and/or operated.

From this date forward, this Agreement is the governing document for the Center, and supersedes and replaces all prior versions of any and all operating agreements for the Center, including but not limited to that certain operating agreement dated March 31, 1993, and amended on April 15, 2002. Any prior operating agreements in effect as of the Effective Date are hereby terminated by mutual agreement of the Parties hereto.

Statement of Facts and Purposes

On or about December 5, 1989, the FPAC, City and University entered into that certain Development Agreement for the Center (the “Development Agreement”). (For clarification, the Development Agreement states it is entered into on 13th day of November 1989 but was signed by the last party on December 5, 1989.)

The Development Agreement called for its parties to enter into an agreement for the operation of the Center, consistent with the executed Development Agreement. All other obligations of those parties laid out in the Development Agreement have been fulfilled and this Operating Agreement is the only continuing agreement.

It is the intent of the Parties that the Center be operated cooperatively for the mutual benefit of the University and the people of San Luis Obispo County, on a permanent basis. The Parties affirm that the operation of the Center has fulfilled this intent during its existence. This Agreement replaces prior operating agreements in order to reflect current operating practices of the Center and allow it to respond to current and anticipated future performing arts industry practices and local market conditions in order to continue to fulfill the intent of the Development Agreement.

Section 1 – Center Mission and Policies

1.01 The Intent and Mission. The Parties intend that the Center present a wide array of events from community, University, and nonprofit organizations, and commercial producers. The Center functions primarily as a host/rental facility for other organizations to present events. However, to make a diverse array of events available

to San Luis Obispo County, as well as generate revenue, the University may present or co-promote certain events each season.

1.02 Policies on Use and Access. Center policies shall be developed and implemented by the Commission for use of and access to both interior spaces and exterior spaces of the Center, and in compliance with applicable policies of the University. As used in this Agreement, “exterior spaces” mean plazas and courtyards constructed as part of the Center. Such policies shall be consistent with the Parties’ intent that the Center be available to a diverse group of users. The Director, the Commission and the Parties shall respect the lawfully exercised artistic and other rights of expression of users of the Center.

1.03 Role and Goals of the Partners. The University shall have access to the Center as a venue for key University events, and two-thirds of the Center’s overall schedule must enhance the education mission of the University. The University will provide an appropriate number of staff to manage fiscal operations and custodial needs for the Center. The University shall be responsible for facility projects and improvements. This work will be paid for through the University’s annual operating budget or major equipment maintenance/repair reserve fund, or as otherwise determined by the University. The City, FPAC, and Commission will provide guidance and support to the Center and its staff to provide the citizens of San Luis Obispo and the surrounding area with a world class facility for the performing arts. These Parties are committed to providing local non-profit arts groups an equitable share of time in the Center. (Terms laid out in Section 4.01)

Section 2 – Center Governance and Management

2.01 Commission. In consideration for the non-state funding provided by the City and FPAC for the Center, the Parties previously agreed to and did create a nonprofit public benefit corporation known as “The Central Coast Performing Arts Center Commission.” The purpose of the Commission is to advise the University and the Center Director on operating, scheduling, and maintenance policies. The Commission, with the concurrence of the University President, shall adopt the operating budget and budget amendments.

2.02 Management. All aspects of the management and operation of the Center (including both interior and exterior spaces, furnishings and equipment) shall be the responsibility of the Director. The Director shall be a person qualified to perform the duties required to fulfill the Mission of the Center. Qualifications of the Director shall include, but not be limited to, professional training, experience in performing arts and/or public assembly venue management, and the personal traits necessary to work effectively with a diverse group of University and community groups and individuals. The Director shall see to the wise use of the Center for the ultimate benefit of both the University community and the people of the City of San Luis Obispo and San Luis Obispo County. Prior to hiring a new Director, the Commission and the President of the University shall review and amend, as necessary, a detailed job description for the Director. Representatives of all Parties shall participate in the hiring process and provide a recommended selection of the Director to the President of the University. The final selection of the Director is under the sole and exclusive purview of the President of the University. The Director shall be an employee of the University or a University

auxiliary organization, as the President of the University shall determine. Early each academic year, in accordance with guidelines established by the President of the University in consultation with the Commission, the Commission will review the past year's operations, including an assessment of the Director's performance. The employer of the Director (University or the University Auxiliary) shall be responsible for ensuring that the Director operates the Center as contemplated by this Agreement, and in accordance with the budgets and policies of the Center adopted by the Parties or the Commission, as provided in this Agreement. The Director shall be responsible to and serve at the pleasure of the University President and shall serve as liaison to the Commission on broad policy matters. The Director shall be responsible for all administrative and operating matters. The President shall consult with the Commission in the review of the Director and prior to terminating the Director. The fact of this consultation shall be reflected in the Director's appointment letter.

2.03 Other Center Staff. Operating staff of the Center will be employees of the University or a University auxiliary. The Commission shall reimburse the University or University auxiliary, as appropriate, each year, in the amount set forth in the final approved Center budget, for compensation and benefits for the operating staff of the Center, consistent with Section 3 of this Agreement and the Development Agreement. The Director and certain other Center Management staff will be employees of the University or a University auxiliary, and their compensation and benefits expense will be paid by their employer as part of its annual assessment to cover Center operating costs, as set forth in Section 3 below. The Commission will contract with the California Polytechnic State University – Cal Poly Partners or some other entity suitable to the Commission and the

University President, for its accounting and financial management and facility support services. The Director shall be responsible for the appropriate use and operation of the Center, and for the hiring, training, retention, control and, as needed, the discipline and termination of Center employees reporting to the Director. The Director will report to the University President and inform the Commission on these matters if permitted by the employee.

Section 3 – Center Fiscal Matters

3.01 Financing of Center Operations. The assessments to cover the budget requirements of the Center shall be shared by the Parties as follows: two-thirds (2/3) assessed to the University, one-sixth (1/6) to FPAC and one-sixth (1/6) to the City (collectively, the “Partners’ Contributions.”) The Partners’ Contributions shall be equal to the sum of the Center annual budget for operations and contribution to reserves, less revenue derived from operations. For purposes of calculating the budget, operating costs shall include all costs of operation, including but not limited to management and staff compensation, marketing, fiscal management and bank fees, staff travel and training, insurance, contracts for services, supplies and equipment, interest expense, routine maintenance and utilities, and other miscellaneous operating expenses deemed appropriate by the Commission. Reserves shall include, but not be limited to, operations, promotion or co-promotion risk mitigation fund, major maintenance, and repair and replacement. Center operation revenue shall include facility use rent, administrative fees for University events, reimbursement for event related labor expenses (plus contribution to overhead), per-ticket fees on tickets sold for events at the Center and through the Cal

Poly Ticket Office, net ticket sales from Center presented and co-promoted ticketed events, grant support from FPAC and other donors for the Center's Outreach (youth arts-in-education) Program, interest income, and other revenue items as agreed by the Parties. The Center's fiscal management (i.e. procurement, cash handling, etc.) shall follow policies established by the Cal Poly Partners, who currently support the Center's fiscal services.

3.02 FPAC Support for the Outreach Program. In addition to its annual Partner Contribution specified above, the FPAC will provide an annual grant to the Center to fund a portion of the Center's Outreach Program. FPAC staff will collaborate with the Director during the development of the annual operating budget each year to determine the scope of, and associated costs for the Outreach Program for the upcoming fiscal year, and therefore the size of FPAC's grant to support the Program. The Center, through the Parties, will provide appropriate recognition for FPAC's support of the Outreach Program in marketing and publicity materials associated with the Program.

3.03 University Support and Maintenance. The University will provide the Center with utilities, routine building maintenance and minor repairs/upgrades, and custodial services consistent with state criteria and reasonable industry standards for professional performing arts center facilities. The University's maintenance staff will consult and cooperate with the Director as to maintenance and service needs and scheduling occasioned by the Center's schedule and uses. Costs associated with these items will be included in the operating costs of the Center and shared by the Parties per section 3.01 above. Maintenance and repair of the grounds and landscaping adjacent to the Center, including the full Plaza in front of the Center, and loading dock

area, shall be the responsibility of the University and not a cost to the Center's operating budget or major maintenance fund.

3.04 Major Maintenance/Repair and Replacement Reserve Fund. The Parties shall establish and maintain a dedicated Reserve Fund for costs associated with maintenance, repairs, upgrade and/or replacement of Center equipment, systems, furnishings, fixtures, interior finishes, and structures that exceed the scope and costs of "routine maintenance and minor repairs/upgrades" covered by the Center's annual operating budget, as specified above. In general, such "major maintenance, repair or replacement/upgrade" projects shall have a minimum estimated cost of \$7,500, and a maximum estimate cost of \$250,000. (2024 dollars) These minimum and maximum cost thresholds will be adjusted annually by the percentage increase in the Federal Bureau of Labor Statistics Consumer Price Index ("CPI-U") applicable to San Luis Obispo County, or as the Parties deem appropriate.

3.04.1 Projects Above the Maximum Cost Threshold. Major maintenance/repair/replacement projects for internal and external building systems (External systems that connect to the PAC, Roof/Physical Shell failure and Internal Systems like Electrical HVAC, Security, Life Safety, Lighting, Utilities, Telecom, and Energy Management) whose estimated cost exceeds the maximum amount of \$250,000 shall be funded by an alternate method and resources. Once a project is determined to be above the maximum cost threshold, the Partners will meet within 30 days and determine the specific funding sources to move forward with the project. The assessments to cover the funding of these projects shall be as

follows: two-thirds (2/3) assessed to the University, one-sixth (1/6) to the FPAC and one-sixth (1/6) to the City.

- 3.04.2 Annual Contribution to the Major Maintenance/Repair and Replacement Fund. The Major Maintenance/Repair and Replacement Fund will be funded by an annual contribution from the Center's operating budget, and from other resources as the Commission may determine. The Director will prepare an annual budget of Major Maintenance/Repair and Replacement Fund project expenses for review and approval of the Commission and University President concurrent with the annual operating budget review and approval process. The Director will provide the Commission not less than quarterly updates of actual expenses compared to this approved annual Major Maintenance/Repair and Replacement Fund project budget.
- 3.05 Operating Budget and Reserves. The Center will be budgeted to operate on a balanced, fiscally viable basis. The Director will be responsible for preparing an annual balanced operating budget and setting reserve needs in consultation with the Commission. The Director shall not materially exceed the authorized budget limit without the prior consent of all three Parties represented on the Commission. The Commission and the Director shall conduct no less than quarterly reviews of actual results compared with the budget. If appropriate considering those results, the Commission may adopt, with concurrence of the University President, and the Director shall implement revision to the budget and to Center operations in order to avoid a deficit. The budget will be effective when approved by the Commission and the University President (specified in section 3.01). Any operating budget surplus at the end of the fiscal year will be allocated to the Operating Reserve, or as the Commission determines.

3.06 Event Presentation/Co-Promotion Risk Mitigation Fund. The Commission shall establish and maintain a Risk Mitigation Fund separate from the Operating Reserve and Major Maintenance/Repair/Replacement Reserve to supplement/offset any unbudgeted financial losses that may occur from the Center's presentation and/or co-promotion of events during a fiscal year, as provided for in section 4. Any resources drawn from this Fund will be replenished first by net revenue from subsequent presentations/co-promoted events, before such net revenue is accounted for/credited to the annual operating budget. If all Risk Mitigation Funds are exhausted, the Commission will determine whether or not to allocate additional funds from the Operating Reserve to replenish the Fund.

3.07 Fundraising, Sponsorship for Center Presentations, Outreach Program Support and Named Gifts. The Parties may agree to pursue the establishment of a Commission endowment when the spendable earnings of the FPAC's endowment are sufficient to cover the FPAC's obligations under this agreement. When established, this Commission Operating Endowment Fund shall be held by a trustee approved by the Parties with the spendable earnings transferred for inclusion in the Center's operating budget. Other funds held by the FPAC are not subject to this Agreement. FPAC will be the primary fundraising entity for the Center, including, but not limited to securing sponsors for Center presentations/co-promotions, donations to support the Center's Outreach program, and donations for specific special or capital projects. As a result of being the primary fundraising entity, the FPAC agrees to provide the University and the Commission annual 990's and audited financial statements. The University, Commission and the Director shall coordinate with the FPAC to ensure that fundraising

is as efficient as possible. Notwithstanding the foregoing, FPAC shall consult with the University's Advancement Department, and obtain the University's approval (not to be unreasonably withheld or denied) before soliciting and obtaining a "naming gift" for any portion of the Center. The University will collaborate with FPAC to assist with this process to facilitate its success, while ensuring that this solicitation/donation does not conflict with the University's pre-existing plans to solicit a gift from the same donor.

3.08 Hold Harmless for University. The Commission shall release and hold harmless the University from any debts the Commission may incur. Failure to finance a deficit or to agree to a budget are grounds to terminate this Agreement.

Section 4 – Center Use and Access Scheduling

4.01 Use and Access Scheduling. The Director, in consultation with the Commission, shall develop, update and maintain an "Event Scheduling and Booking Policy," consistent with the Center's mission outlined in Section 1 and the requirement that the Center operate on a balanced, fiscally viable basis outlined in Section 3. This Policy will recognize and facilitate the City's and community's entitlement to fair and equitable access to and use of the Center. The Director will ensure that approximately one-third of occupied dates are reserved for City and community organization (FPAC) events appropriately reflecting their combined approximate one-third share of capital costs (in excess of revenue) of the Center; and that approximately two-thirds of the occupied dates at the Center, including University-presented public events, shall be activities that enhance the University's education mission. The University shall have priority scheduling for up to twelve (12) official University functions (such as faculty

convocations and graduations) each fiscal year/season (July-June). This list is provided by the Office of the President. The Director will work with the University to schedule these functions by October 15th of each year for events in the subsequent fiscal year (July 1 – June 30). Once the dates for these official functions are received, the Center will next afford priority scheduling for the following fiscal year for annual ticketed public performances/events hosted by the University's Music Department and the Center's Resident Arts Organizations (as defined in the Scheduling and Booking Policy). Once those events are scheduled, the scheduling for the University's arts-presenting organization (Cal Poly Arts or its successor) begins, and it shall have access to booking until May 1. After May 1, the Center's commercial presentations/co-promotions can be booked for a reasonable period before confirming date requests for other events in the following fiscal year. The Director will make every effort to accommodate the needs and schedules of local performing groups (campus based and community based) including organizations which present touring performers. The Parties recognize certain users may best be served by scheduling more than one year in advance. The Director shall determine the means to adjust to that need while maintaining opportunities for flexibility in scheduling. All use of the Center shall be subject to the Director's scheduling decisions after consultation with the Commission. In the event of a scheduling conflict or perceived unfairness in the allocation of Center usage for city and community sponsored events, the Director, the University and the Commission shall use their best efforts to resolve the conflict and/or the perceived unfairness of date allocation. After good faith consultation, should the parties be unable to resolve said conflict/incidence of perceived unfairness, the matter shall be referred to the

University President, whose decision in the matter shall be final. Community and campus non-profit groups will be charged at a lower rate for use of the Center than other groups. The Director shall develop and maintain a schedule of facility use fees and event related charges for use of the Center in consultation with the Commission, consistent with the mission of the Center, per Section 1, and financial management expectations, per Section 3. This schedule shall provide the most favorable/lowest facility use fee rate for University, City and FPAC events; with the Center's Resident Arts Organizations receiving the next most favorable/discounted facility use rates; then other community non-profit, educational, and government organizations; before non-discounted facility use rates for events presented by commercial, for-profit entities.

4.02 Resolution of Usage Conflict. The only matter subject to conflict resolution shall be the fairness in the allocation of Center usage for city and community sponsored events. In the event the City or FPAC takes exception to the fairness of Center usage allocated to city or community sponsored events in the proposed annual calendar developed by the Director and after review by the Commission, either the City or FPAC may write the University President, specifying the perceived unfairness. The writing must be submitted to the President within one week of receipt of the Director's final schedule. The President shall mediate between the complaining party or parties and the Director. As specified in Section 4.01, the decision of the President on the matter shall be final.

Section 5 - Concessions

5.01 Concessions. The sale or other distribution of food and beverages will be an integral part of events which occur in the Center. Therefore, it is important that the Center's

users and patrons have available a first-class, diverse, food and beverage offering. The California Polytechnic State University – Cal Poly Partners Campus Dining and Catering Department will be the primary food service provider for the Center, subject to a mutually agreeable Service Level Agreement that defines service, staffing, qualitative and financial expectations. Should this Department be unavailable, or unable to provide food and beverage catering services acceptable to the Center’s client for a particular event, the client may seek and secure catering services from another University-approved caterer for the event. The Director, in consultation with the Commission, shall develop concessions and catering policy guidelines and a Service Level Agreement. This Agreement will define opportunities and parameters by which certain revenues from concessions and catering operations are shared with and accrue to the Center and be used to cover Center operations through the Operating Budget.

Section 6 – Acquisition and Display of Art

6.01 Acquisition and Display of Art. The display of art at the Center is an important function of the Center, which will be governed by the Art Acquisition and Display Policy established by the Commission. This Policy will be reviewed periodically by the Commission upon request of the Director or Commission and may be modified as the Commission determines is necessary to ensure it appropriately honors and protects the free expression of ideas; and adequately considers its ability to preserve, protect and display pieces it may acquire consistent with available resources.

6.02 Art Acquisition Committee. Any works intended to become part of the permanent collection of the Center, must go through the approval process of the University's Art Acquisition Committee.

Section 7 - Parking

7.01 Parking Management Program. The University's parking management program, policies and procedures will provide public access to campus parking facilities for events scheduled at the Center. The University agrees that providing adequate, though non-exclusive parking is a part of its responsibility. The Center and the University will execute a Service Level Agreement defining staffing, procedures, and financial aspects of parking for event patrons and Center/client personnel involved in events, (including rehearsals) scheduled at the Center. The University recognizes that safe, convenient, efficient access to and egress from parking before and after events for Center patrons is an important component of quality of the patron experience and will work collaboratively with Center staff to achieve this, to the greatest extent reasonably possible with available resources.

Section 8 – Miscellaneous Matters

8.01 No Borrowing. The Commission shall not pledge as collateral the Center building, fixtures or land they are situated upon for any loan, debt, or contract.

8.02 Insurance. The Commission, or the University on the Commission's behalf, shall maintain the following types and amounts of insurance, subject to periodic adjustments to recognize inflation and changes to industry standards:

8.02.1 Liability Insurance. The Commission shall obtain and keep in force a policy or policies of liability insurance for bodily injury, property damage, and personal injury with a single, combined liability limit of not less than \$5,000,000 insuring against all liability of the Commission arising out of and in connection with use of occupancy of the Center. The Trustees, the City and FPAC, and any supporting auxiliary shall be named as additional insureds. The Commission shall maintain such other policies of liability coverage as the Board determines prudent.

8.02.2 Property Insurance – Premises. The Commission shall obtain and keep in force a policy or policies of insurance covering loss or damage to the Center, including fixtures, equipment, and improvements to the extent of at least one hundred percent (100%) of full replacement value, providing protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended perils (“all risk”, as such term issued in the insurance industry). These shall include demolition, increased costs of construction, and change in building law endorsements.

8.02.3 Policy Form, Content, Insurer. All insurance required under this Agreement shall be issues by responsible insurance companies qualified to do business in California and reasonably acceptable to the Parties or under coverage provided by CSURMA/AORMA. All such insurance shall be issued as primary, not blanket, policies. No such policy shall be cancellable or subject to reduction of coverage or other modification except after thirty (30) days prior written notice to the Parties.

8.03 Term and Renewal of Agreement. This Agreement shall remain in full force and effect, unless terminated or further amended as provided for below, for a period of ten (10)

years from the Effective Date. The Agreement shall be automatically renewed for another ten (10) year period upon its expiration, unless any of the Parties provides notice to the other Parties at least one-hundred and twenty (120) days prior to such expiration of its desire to modify or terminate the Agreement.

8.04 Termination. This Agreement shall terminate, and the relation among the Parties shall be dissolved upon the happening of any of the following:

8.04.1 Agreement of all Parties.

8.04.2 Failure of the Commission to adopt, in a timely manner, an Operating Budget with appropriate provision for reserves, as established by Commission policy, for a period of one year: after expiration of the most recent budget.

8.04.3 Failure of any of the Parties to deliver on the obligations outlines in this Operating Agreement after having been given written notice and a reasonable period to remedy any deficiencies. Termination under this subsection shall no give rise to any claim for damages by any non-deficient Party

8.05 Amendment. This agreement may be amended at any time, in whole or in part, once or more often by written agreement executed by the University, the City, FPAC, and the Commission. In the event of dissolution, the University will give recognition to the City's and FPAC contributions to the Center by guaranteeing community access to the facility at a rental rate and on a schedule no less favorable than what is available to University-affiliated groups for a minimum of ten (10) years, consistent with the community's expectation of fair and equitable access to and use of the Center as set forth in Section 4.01 above.

8.06 No Assignment of Liability. No provision of this Agreement shall be used to assign liability for any claim or loss, damage, or injury which may occur at the Center, its facilities, or any University campus facilities.

Section 9 - Execution

9.01 Due Authorization. Each of the Parties represents by executing this Agreement that he or she has been fully and completely authorized to do so and that he or she is empowered to bind the entity on whose behalf the Agreement is signed.

9.02 Third Party Beneficiaries Clause. This Agreement is made solely and specifically for the benefit of the Performing Arts Center and its partners, and no other Person or Entity shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

Date: _____ BOARD OF TRUSTEES OF THE STATE OF CALIFORNIA

By: _____

Date: _____ CITY OF SAN LUIS OBISPO

By: _____ Mayor

Date: _____ FOUNDATION FOR THE PERFORMING ARTS CENTER

By: _____ President; Board of Directors

Date: _____ CENTRAL COAST PERFORMING ARTS CENTER COMMISSION

By: _____ Chair

Attest: FOR THE CITY OF SAN LUIS OBISPO

City Clerk

ORIGINAL DOCUMENT DO NOT REMOVE THIS LABEL

A-51-93-CC

**OPERATING AGREEMENT for the
Christopher Cohan Center**

This agreement is made and entered into this 31st day of March, 1993, and amended on April 15, 2002, by and among the Foundation for the Performing Arts Center, a California non-profit public benefit corporation ("FPAC"), the City of San Luis Obispo, California (the "City") and the State of California acting through the Trustees of the California State University (the "Trustees") on behalf of California Polytechnic State University, San Luis Obispo (the "University") to provide for the operation and governance of the Performing Arts Center (the "Center") which the Trustees, the University, the City and FPAC (collectively, the "Parties") have built.

Statement of Facts and Purposes

On December 5, 1989, the Parties entered into a Development Agreement, Performing Arts Center (the "Development Agreement").

The Development Agreement called for the Parties to enter into an Agreement for the operation of the Center, consistent with the Development Agreement.

The Parties intend that this Operating Agreement be in satisfaction of the agreement called for in the Development Agreement.

It is the intent of the Parties that the Center be operated cooperatively for the mutual benefit of the University and the people of San Luis Obispo County, on a permanent basis.

Section 1 – Center Mission and Policies

1.01. The Mission. The Parties agree to operate the Center as a host facility where a broad mix of community and University nonprofit organizations and commercial producers will present a diverse array of events. The Parties intend to accomplish this through a Manager (as hereafter defined) and a professional staff, and through the Central Coast Performing Arts Center Commission, all as more specifically provided in Section 2. The Parties agree that neither the Commission nor the Manager of the Center will produce, sponsor or otherwise take financial responsibility for any event or performance in the Center or elsewhere without the unanimous agreement of the University, the City and FPAC.

1.02. Policies on Use and Access. Center policies shall be developed and implemented by the Commission for use of and access to both interior spaces and exterior spaces of the Center. As used in this Agreement, exterior spaces means plazas and courtyards constructed as part of the Center. Such policies shall be consistent with the Parties' intent that the Center be available to a diverse group of users. The Manager, the Commission and the Parties shall respect the artistic and the other rights of expression of users of the Center.

Section 2 – Center Governance and Management

2.01. The Central Coast Performing Arts Center Commission. In consideration for the non-state funding provided by the City and FPAC for the Center, the Parties agree that the City, FPAC and the University shall create a nonprofit public benefit corporation. The purpose of the corporation shall be to advise the University and the manager on operating policies, scheduling, and maintenance policies. The

Commission, with concurrence of the University President shall adopt the operating budget and budget amendments.

2.01.1 Name. The nonprofit public benefit corporation formed by the Parties shall be known as the Central Coast Performing Arts Center Commission (the "Commission").

2.01.2 Board of Directors. The Commission shall be governed by a board of directors consisting of nine persons (the "Board").

2.01.3 Membership. The Commission shall have no members, as provided in California Corporations Code Section 5310.

2.01.4 Powers and Responsibilities of the Commission. The Commission shall be advisory to the University and the Manager of the Center as to operating policies, scheduling, and maintenance policies. The commission, with concurrence of the University President, shall adopt the operating budget and budget amendments of the Center all as set forth herein.

2.01.5 Selection of Directors. The President of the University shall appoint five directors and five alternates. The City shall appoint two directors and two alternates. FPAC shall appoint two directors and two alternates.

2.01.6 Compensation of Directors. No director shall be compensated for services as such, except that directors may be reimbursed for actual expenses incurred as permitted by California Corporations Code Section 5231.5, and approved by the Board.

2.01.7 Terms of Office. Directors shall be appointed for a three-year term. Initial directors shall be appointed before the organizational meeting of directors. At the organizational meeting, directors shall decide by lot which three among them

shall serve initial three-year terms, and which three shall serve initial one-year terms. A Director may be removed at any time without cause by the agency which appointed him or her.

2.01.8 Quorum. A quorum shall consist of five members of the Board, including at least one representative from each of the three Parties.

2.01.9 Officers. The Board shall select one of its members as Chair and one as Secretary to serve at the pleasure of the Board.

2.01.10 Voting. All actions of the Board other than adoption of a budget or changes to a budget require the approval of five (5) members, with at least one vote from each of the Parties. Adoption of a budget or changes to a budget require the approval of seven (7) members with at least one vote from each of the Parties.

2.01.11 Regular Meetings. The Board shall hold regular meetings, on a schedule to be agreed upon by the members; but, in any event, not less often than every three months.

2.01.12 Special Meetings. Special meetings may be called by the Chair or by any two members.

2.01.13 Public Meetings. If the Commission seeks and is granted status as a recognized auxiliary organization pursuant to Education Code Section 89900 et seq., its meetings shall be conducted in accordance with California Education Code Section 89920 et seq. All meetings shall be held in the Center unless some other meeting place providing convenient public accessibility is specified in the notice of meeting.

2.01.14 Bylaws. The Board shall, from time to time, adopt such bylaws, rules and policies not inconsistent with this Operating Agreement and the Development

Agreement as it determines to be best suited to the internal operation of the Commission and its advisory role to the Manager of the Center and the President of the University. Proposed bylaws and proposed bylaw amendments shall be submitted to each of the three Parties for review and comment, all in a timely manner.

2.02. Management. All aspects of the management and operation of the Center (including both interior and exterior spaces, furnishings and equipment) shall be the responsibility of a Manager. The Manager shall be a person qualified to perform the duties required to fulfill the Mission of the Center. Qualifications of the Manager shall include, but not be limited to professional training, experience and the personal traits necessary to work together effectively with a diverse group of University and community groups and individuals. The Parties intend that the Manager not be a presenter of events or an impresario, whether individually, on behalf of the Commission or otherwise. The Manager shall not otherwise be employed as a presenter of events, whether by the University or any other entity. Rather, the Manager shall see to the wise use of the Center for the ultimate benefit of both the University community and the people of the City of San Luis Obispo and San Luis Obispo County. Prior to hiring a Manager, the Commission and the President of the University shall adopt a detailed job description for the Manager. The Manager shall be an employee of the University or a University auxiliary organization, as the President of the University shall determine.

Early each year, following guidelines established by the President of the University in consultation with the Commission, the Commission will review the past year's operations, including an assessment of the Manager's performance.

The employer of the Manager (University or the University Auxiliary) shall be responsible for insuring that the Manager operates within this Agreement and budgets

and policies of the Center adopted by the Parties or the Commission, as provided in this agreement. The Commission shall advise the President in the selection of the Manager. The Manager shall be responsible to and serve at the pleasure of the University President, and shall serve as liaison to the Commission on broad policy matters. The Manager shall be responsible for all administrative and operating matters. The President shall consult with the Commission in the review of the Manager and prior to terminating the Manager.

2.03. Other Center Staff. The balance of the operating staff of the Center will be employees of the University or a University auxiliary. The Commission shall reimburse the University and the University auxiliary as appropriate each year, in the amount set forth in the final approved Center budget, for compensation and benefits for the Manager and operating staff of the Center, consistent with Section 3 of this Agreement and the Development Agreement. The Parties contemplate that the Commission will contract for its support services with the California Polytechnic State University Foundation, or some other entity suitable to the Commission and the University President, for its administrative and support services.

The Manager shall be responsible for the appropriate use and operation of the Center, and for the hiring, training, retention, control and, as needed, the discipline and termination of Center employees reporting to the Manager. The Manager will report to the University President and inform the Commission on these matters.

Section 3 – Center Fiscal Matters

3.01. Financing of Center Operations. The assessments to cover the budget requirements of the Center shall be shared by the Parties as follows: two-thirds (2/3) assessed to the University, one-sixth (1/6) to the Foundation for the Performing Arts Center and one-sixth (1/6) to the City of San Luis Obispo. The assessment requirement is calculated as the sum of the Center budget for operations and reserves less revenue derived from operations. The operating costs shall include, but not be limited to, management and staff compensation, insurance, contracts for services, supplies and equipment, interest expense, routine maintenance and utilities. Reserves shall include, but not be limited to, operations, major maintenance, and repair and replacement. Center operation revenue shall include rent, concession commissions, endorsement income, royalties, endowment income, interest income and other revenue items as agreed by the Parties.

3.02. University Support and Maintenance. The University will provide the Center with utilities, building maintenance, grounds maintenance and custodial services consistent with state criteria. The University's maintenance staff will consult and cooperate with the Manager as to maintenance and service needs and scheduling occasioned by the Center's schedule and uses. Costs associated with these items will be included in the operating costs of the Center and shared by the Parties per section 3.01 above.

3.03. Operating Budget and Reserves. The Center will be budgeted to operate on a balanced, fiscally viable basis. The Manager will be responsible for preparing an annual balanced operating budget, and setting reserve needs in consultation with the Commission. The Manager shall not exceed the authorized budget limit without the

prior consent of all three Parties represented on the Commission. The Commission and the Manager shall conduct no less than quarterly reviews of actual results compared with the budget. If appropriate in light of those results, the Commission shall adopt, with concurrence of the University President, and the manager shall implement revisions to the budget and to Center operations in order to avoid a deficit. The budget will be effective when approved by the Commission and the University President.

3.04. Endowment Income/Other Fundraising. The three parties may agree to pursue the establishment of a Commission endowment when the spendable earnings of the FPAC's endowment are sufficient to cover the FPAC's obligations under this agreement. When established, this Commission Operating Endowment Fund shall be held by a trustee approved by the Parties with the spendable earnings transferred for inclusion in the Center's operating budget. Other funds held by the FPAC are not subject to this agreement. FPAC will continue to be the primary fundraising entity for the Center, and the Commission, and the Manager shall coordinate with the FPAC to insure that fundraising is as efficient as possible.

3.05. Hold Harmless for Trustees. The Commission will release and hold harmless the Trustees of the California State University from any debts the Commission may incur. Failure to finance a deficit or to agree to a budget may be grounds to terminate this Agreement.

Section 4 – Center Use and Access Scheduling

4.01. Use and Access Scheduling. The Manager, in consultation with the Commission's board, will prepare at least one year in advance for Commission review a use schedule for the following year. The Manager's scheduling decisions will recognize

the city's and community's entitlement to fair and equitable access to and use of the Center appropriately reflecting their combined approximate one-third share of the capital costs of the Center.

Two-thirds of the events at the Center shall be activities that enhance the University's educational mission. In addition, the University shall have priority scheduling for certain official University functions (such as faculty convocations and graduations). The University shall present a list of official University functions and their dates to the Manager annually not later than January 31, of each year for events in the subsequent fiscal year (July 1 – June 30). The three parties are entitled to rent-free use of the facility for official functions. In the event of a scheduling conflict, the Manager, the University and the Commission agree to use their best efforts to resolve the conflict.

The Center will not be the exclusive home for any user group. The Manager will make every effort to accommodate the needs and schedules of local performing groups (campus based and community based) including organizations which present touring performers. The Parties recognize that certain users may best be served by scheduling more than one year in advance. The Manager and the Commission shall develop means to adjust to that need while maintaining opportunities for flexibility in scheduling. All use of the Center shall be subject to the Manager's scheduling decisions after consultation with the Commission, and subject to the dispute resolution procedures in Section 4.02. It is the Parties' intent that community and campus nonprofit groups be charged at a lower rate for use of the Center than other groups. The Manager shall develop and maintain a schedule of charges for use of the Center in consultation with the Commission.

4.02. Resolution of Usage Conflict.

4.02.1 Issues Covered. The only matter subject to conflict resolution shall be the fairness in the allocation of Center usage for city or community sponsored events.

4.02.2 Complaint Procedure. In the event the City or FPAC takes exception to the fairness of Center usage allocated to city or community sponsored events in the proposed annual calendar developed by the Manager and after review by the Commission, either the City or the FPAC may write the University President, specifying the perceived unfairness. The writing must be submitted to the President within one week of receipt of the Manager's final schedule. The President shall use his "good offices" to mediate between the complaining party or parties and the Manager. If the entity cannot accept the President's decision in mediation, it or they may appeal the matter to a dispute resolution committee.

4.02.3 Dispute Resolution Committee. The dispute resolution committee shall be composed of three members: one member shall be appointed by the University President; one member shall be appointed by the complaining party or parties bringing the dispute; and one neutral member selected by the presiding Judge of the Superior Court of San Luis Obispo County upon application of any one party.

4.02.4 Appeals. The dispute resolution committee shall decide the matter. In the normal course of events, all parties shall accept the committee's decision as final. In an unusual circumstance, the party bringing the dispute may have a recourse to the Chancellor of The California State University by submitting a letter explaining why the committee's decision is unacceptable. The Chancellor shall affirm, modify or reject the dispute resolution committee's decision based on the written

submissions. The Chancellor's decision shall be appealable to the chair of The California State University Board of Trustees whose decision shall be final.

4.02.5 Time Limit. It is expected that the dispute process shall be completed within thirty (30) days of the time it is begun.

Section 5 – Concessions

5.01 Concessions. The sale or other distribution of food and beverages will be an integral part of events which occur in the Center. Therefore, it is important that the Center's users and patrons have available a first-class, diverse, food and beverage offering. The Parties agree that the California Polytechnic State University Foundation will be the primary food service provider for the Center. Under special circumstances the Commission may recommend exceptions to this provision subject to approval of the University President.

The Manager in consultation with the Commission shall develop concessions and catering policy guidelines. All concessions at the Center will be operated within these policy guidelines. An equitable and agreed upon percentage of the gross proceeds from concessions and catered activities will accrue to the Center and be used to cover Center operations through the Operating Budget.

Section 6 – Acquisition and Display of Art

6.01. Acquisition and Display of Art. The display of art at the Center is an important function of the Center. The Commission shall develop policies and procedures for acquiring and displaying art at the Center. Such policies shall honor and protect the free expression of ideas. Such policies shall govern, among other things,

which works if any will be acquired by the Commission and which works will be accepted if donated to the Commission. The Commission shall, in dealing with art, always consider its ability to preserve, protect and display pieces it may acquire consistent with available resources. In general, the Commission should not attempt to acquire a permanent collection.

Section 7 – Parking

7.01. Parking Management Program. University shall develop a parking management program providing public access to campus parking facilities for events scheduled at the Center. The University agrees that providing adequate, though nonexclusive parking is a part of its responsibility.

Section 8 – Miscellaneous Matters

8.01. No Borrowing. The Commission shall not pledge as collateral the Center building, fixtures, or land they are situated upon for any loan, debt or contract.

8.02. Insurance. The Commission shall maintain the following types and amounts of insurance, subject to periodic adjustments to recognize inflation and changes in industry standards:

8.02.1 Liability Insurance. The Commission shall obtain and keep in force a policy or policies of public liability and property damage insurance with a single combined liability limit of not less than \$5,000,000, and property damage limits of not less than \$500,000 insuring against all liability of the Commission arising out of and in connection with use of occupancy of the Center. The Trustees, the City and FPAC, and

any supporting auxiliary shall be named as additional insureds. The Commission shall maintain such other policies of liability as the Board determines prudent.

8.02.2 Property Insurance – Premises. The Commission shall obtain and keep in force a policy or policies of insurance covering loss or damage to the Center, including fixtures, equipment, and improvements to the extent of at least one hundred percent (100%) of full replacement value, providing protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended perils (“all risk”, as such term issued in the insurance industry). These shall include demolition, increased costs of construction, and change in building law endorsements.

8.02.3 Policy Form, Content, Insurer. All insurance required under this Agreement shall be issued by responsible insurance companies qualified to do business in California and reasonably acceptable to the Parties. All such insurance shall be issued as primary, not blanket, policies. No such policy shall be cancelable or subject to reduction of coverage or other modification except after thirty (30) days prior written notice to the Parties.

8.03. Termination. This Agreement shall terminate, and the relationship among the Parties shall be dissolved upon the happening of any of the following:

Agreement of all three Parties.

Failure of the commission to adopt in a timely manner an Operating Budget with appropriate provision for reserves, as established by Commission policy, for a period of one year after expiration of the most recent budget.

Failure of any of the parties to deliver on the obligations outlined in this Operating Agreement after having been given a reasonable period to remedy any deficiencies.

Failure of the University to provide acceptable parking.

8.04. Amendment. This agreement may be amended in whole or in part, once or more often, by written agreement executed by the Trustees of The California State University, the University, the City of San Luis Obispo, and the Foundation for the Performing Arts. In the event of dissolution, Trustees will give recognition to the City's and FPAC's contributions to the Center by guaranteeing community access to the facility at a rental rate and on a schedule no less favorable than what is available to University affiliated groups, consistent with the community's expectation of fair and equitable access to and use of the Center as set forth in Section 4.01 above.

Section 9 – Execution

9.01. Due Authorization. Each of the Parties represents by executing this Agreement that he or she has been fully and completely authorized to do so and that he or she is empowered to bind the entity on whose behalf the Agreement is signed.

Date: _____ THE CALIFORNIA STATE UNIVERSITY

By: 

SIGNATURES CONTINUED ON PAGE 15

RE: A-51-93-CC
Operating Agreement for the Christopher Cohan Center

Date: 5/16/02 CALIFORNIA POLYTECHNIC STATE UNIVERSITY

By: *Walter Buhner*

Date: 5-20-02 CITY OF SAN LUIS OBISPO

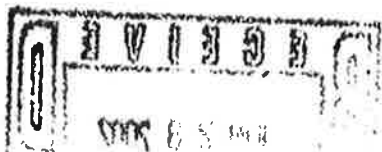
By: *Alan H. Sutter*

Date: 5-20-02 FOUNDATION FOR THE PERFORMING ARTS CENTER

By: *Bert E. Fabel, PRESIDENT*

ATTEST:
FOR THE CITY OF SAN LUIS OBISPO

Alisa Garcia
City Clerk



A-51-93-CC

OPERATING AGREEMENT for the

Christopher Cohan Center – Performing Arts Center San Luis Obispo

This Operating Agreement (Agreement), dated this ~~is made and entered into and~~
~~is effective this~~ _____ day of April, 2024 (the "Effective Date"), is ~~:-~~
~~This Agreement is made and entered into by and among the Foundation for the~~
~~Performing Arts Center, a California non-profit public benefit corporation ("FPAC"); the~~
~~City of San Luis Obispo, California ("the "City"); and the Board of Trustees of the~~
~~California State University (the "University") ("the Trustees") on behalf of California~~
~~Polytechnic State University, San Luis Obispo ("the University"), and the Central Coast~~
~~Performing Arts Commission, a non-profit public benefit corporation (the "Commission"),~~
~~to provide for the operation and governance of the Christopher Cohan Center –~~
~~Performing Arts Center San Luis Obispo (aka San Luis Obispo County Performing Arts~~
~~Center, aka Christopher Cohan Center, and hereinafter "the "Center") which the FPAC,~~
~~the University, Trustees, the University, the City and the Commission FPAC~~
~~(collectively, the "Parties") have built, maintained, and/or operated.~~

From this date forward, this Agreement is the governing document for the Center,
and supersedes and replaces all prior versions of any and all operating agreements for
the Center, including but not limited to these at certain operating agreement dated March
31, 1993, and as amended on April 15, 2002, and further amended on July 25, 2023.
Any prior operating agreements in effect as of the eEffective dDate of this Agreement
are hereby terminated by mutual agreement of the Parties hereto.

This agreement is made and entered into this 31st day of March, 1993, amended

~~on April 15, 2002, and further amended on July 25, 2023 by and among the Foundation for the Performing Arts Center, a California non-profit public benefit corporation ("FPAC"), the City of San Luis Obispo, California (the "City") and the State of California acting through the Trustees of the California State University (the "Trustees") on behalf of California Polytechnic State University, San Luis Obispo (the "University") to provide for the operation and governance of the Performing Arts Center (the "Center") which the Trustees, the University, the City and FPAC (collectively, the "Parties") have built.~~

Statement of Facts and Purposes

~~On or about December 5, 1989, the Parties FPAC, City, and University entered into a that certain Development Agreement, for the Center~~

~~Performing Arts Center (the "Development Agreement"). (For clarification, the Development Agreement states it is entered into on the 13th day of November 1989, but was signed by the last party on December 5, 1989.)~~

~~The Development Agreement called for the Parties to enter into an aAgreement for the operation of the Center, consistent with the Development Agreement. All other obligations of all those partnersParties laid out in the Development Agreement have been fulfilled and this Operating Agreement is the only continuing agreement.~~

It is the intent of the Parties that the Center be operated cooperatively for the mutual benefit of the University and the people of San Luis Obispo County, on a permanent basis. The Parties affirm that the operation of the Center has fulfilled this intent during its existence, I, ~~and the Parties seek to amend this Operating Agreement replaces prior operating agreements in order to identify the terms and conditions agreed to by the Parties and to reflect current operating practices of the Center, and allow it to respond to current and anticipated future performing arts industry practices and local market conditions in order to continue to fulfill theis intent of the Development Agreement.~~

Section 1 - Center Mission and Policies

1.01 The Intent and Mission. ~~The Parties intend that the agree to operate the Center presents a wide array of events from as a facility where a broad mix of community, and University, and nonprofit organizations, and commercial producers will present a diverse array of events. The Parties intend to accomplish this through a Director (as hereafter defined) and a professional staff, and through the Central Coast Performing Arts Center Commission (“the “Commission”), all as more specifically provided in Section 2. The Parties intend that t~~The Center functions primarily as a host/rental facility for other organizations to present events. However, in order to fulfill its mission to make a diverse array of events available to a broad demographic cross-section of San Luis Obispo County, as well as generate earned revenue, ~~the~~ Center management may present and/or co-promote certain events each season.

1.02 Policies on Use and Access. Center policies shall be developed and implemented by the Commission for use of and access to both interior spaces and exterior spaces of the Center, ~~and in compliance with applicable policies of the Trustees and the University.~~ As used in this Agreement, “exterior spaces” mean plazas and courtyards constructed as part of the Center. Such policies shall be consistent with the Parties’ intent that the Center be available to a diverse group of users. The Director, the Commission and the Parties shall respect the lawfully exercised artistic and other rights of expression of users of the Center.

1.03 Role and Goals of the Partners. The University shall have access to the Center as a venue for key University events, and two-thirds of the Center’s overall schedule must enhance the educational mission of the University.

The University will provide an appropriate number of staff to manage fiscal operations and custodial needs for the Center. The University shall be responsible for facility projects and improvements. This work will be paid for through the University’s annual

operating budget or major equipment maintenance/repair reserve fund, or as otherwise determined by the University. In the event of the failure of large internal or external building systems (terms laid out in Section 3.04), the University shall cover two-thirds of the expense and the City and FPAC shall each cover one-sixth of the expense to fix the affected system and keep the Center in operation.

The City, FPAC, and Commission will provide guidance and support to the Center and its staff to provide the citizens of San Luis Obispo and the surrounding area with a world class facility for the performing arts. These Parties are committed to providing local non-profit arts groups an equitable share of time in the Center. (Terms laid out in Section 4.01)

Section 2 – Center Governance and Management

~~2.01 The Central Coast Performing Arts Center Commission. In consideration for the non-state funding provided by the City and FPAC for the Center, the Parties previously agreed to and did create a nonprofit public benefit corporation known as “The Central Coast Performing Arts Center Commission.” that the City, FPAC and the University shall create a nonprofit public benefit corporation. The purpose of the corporation Commission shall be to advise the University and the Center manager on operating policies, scheduling, and maintenance policies. The Commission, with concurrence of the University President, shall adopt the operating budget and budget amendments.~~

~~2.01.1 Name. The nonprofit public benefit corporation formed by the Parties shall be known as the Central Coast Performing Arts Center Commission (the “Commission”).~~

~~4.01.2 Board of Directors. The Commission shall be governed by a board of directors consisting of nine persons (“the “Board”).~~

~~2.01.3 — Membership. The Commission shall have no members, as provided in California Corporations Code Section 5310.~~

~~2.01.4 — Powers and Responsibilities of the Commission. The Commission shall be advisory to the University and the Manager of the Center as to operating policies, scheduling; and maintenance policies. The Commission, with concurrence of the University President, shall adopt the operating budget and budget amendments of the Center all as set forth herein.~~

~~2.01.5 — Selection of Directors. The President of the University shall appoint five directors and five alternates. The City shall appoint two directors and two alternates. FPAC shall appoint two directors and two alternates.~~

~~2.01.6 — Compensation of Directors. No director shall be compensated for services as such, except that directors may be reimbursed for actual expenses incurred as permitted by California Corporations Code Section 5236, and approved by the Board.~~

~~2.01.7 — Terms of Office. Directors shall be appointed for a three-year term. Directors' terms may be renewed for one or more additional three-year terms at the discretion of the Party for whom they serve as a director. A Director may be removed at any time without cause by the Party agency which appointed them.~~

~~2.01.8 — Quorum. A quorum shall consist of five members of the Board, including at least one representative from each of the three Parties.~~

~~2.01.9 — Officers. The Board shall select one of its members as Chair, one member as Vice-Chair, one member as Treasurer/CFO, and one as Secretary to serve at the pleasure of the Board. All officers, with the exception of the Treasurer/CFO, shall serve two-year terms, commencing and rotating in January. The Chair, Vice-Chair and Secretary shall not be from the same organization/Party. Upon expiration of the Chair's two-year~~

~~term, the Vice Chair shall succeed him/her as Chair for the succeeding two year term, and the Secretary will move into the Vice Chair position. The then vacant Secretary position shall be filled by a member from the same organization/Party as the departing Chair. The Treasurer/CFO position shall be filled by a member from the University, and shall serve in that position for a period of time determined by the University President.~~

~~2.01.10 — 2.01.10 Voting. All actions of the Board other than adoption of a budget or changes to a budget require the approval of five (5) members with at least one vote from each of the Parties. Adoption of a budget or changes to a budget require the approval of seven (7) members with at least one vote from each of the Parties.~~

~~2.01.11 — 2.01.11 Regular Meetings. The Board shall hold regular meetings, on a schedule to be agreed upon by the members; but, in any event, not less often than quarterly.~~

~~2.01.12 — 2.01.12 Special Meetings. Special meetings may be called by the Chair or by any two members.~~

~~2.01.13 — 2.01.13 Emergency Meetings. Emergency meetings may be called by the Chair or by the Director when there are exigent circumstances that threaten the mission, operations or physical assets of the Center that are managed by the PAC parties.~~

~~2.01.14 — 2.01.14 Public Meetings. Commission meetings, being those of a California State University auxiliary organization as defined by California Education Code § 89901, shall be conducted in accordance with Education Code Section 89920 et seq. All meetings shall be held in the Center, unless some other meeting place providing convenient public accessibility is specified in the notice of meeting.~~

~~2.01.15 — 2.01.15 Bylaws. The Board shall, from time to time, adopt such bylaws, rules and policies not inconsistent with this Operating Agreement and the Development Agreement as it determines to be best suited to the internal operation of the Commission and its advisory role to the Manager of the Center and the President of the~~

~~University. Proposed bylaws and proposed bylaw amendments shall be submitted to each of the three Parties for review and comment, all in a timely manner.~~

2.02 Management. All aspects of the management and operation of the Center (including both interior and exterior spaces, furnishings and equipment) shall be the responsibility of a Director. The Director shall be a person qualified to perform the duties required to fulfill the Mission of the Center. Qualifications of the Director shall include, but not be limited to professional training, experience in performing arts and/or public assembly venue management, and the personal traits necessary to work effectively with a diverse group of University and community groups and individuals. The Director shall see to the wise use of the Center for the ultimate benefit of both the University community and the people of the City of San Luis Obispo and San Luis Obispo County. Prior to hiring a new Director, the Commission and the President of the University shall review and amend, as necessary, a detailed job description for the Director. Representatives of all ~~three~~ Parties shall participate in the hiring process and provide a recommended selection ~~selection of the Managing-Director to the President of the University. The final selection of the Director is under the sole and exclusive purview of the President of the University.~~ The Director shall be an employee of the University or a University auxiliary organization, as the President of the University shall determine.

Early each year, in accordance with guidelines established by the President of the University in consultation with the Commission, the Commission will review the past year's operations, including an assessment of the Director's performance. The employer of the Director (University or the University Auxiliary) shall be responsible for ~~insuring~~ ensuring that the Director operates the Center as contemplated by ~~within this Agreement, and in accordance with the~~ ~~and~~ budgets and policies of the Center adopted by the Parties or the Commission, as provided in this Agreement. ~~The Commission-~~

~~shall advise the President in the selection of the Director.~~ The Director shall be responsible to and serve at the pleasure of the University President and shall serve as liaison to the Commission on broad policy matters. The Director shall be responsible for all administrative and operating matters. The President shall consult with the Commission in the review of the Director and prior to terminating the Director.

~~2.022.01~~ Other Center Staff. ~~The balance of the~~ Operating staff of the Center will be employees of the University or a University auxiliary. The Commission shall reimburse the University ~~and or~~ the University auxiliary, as appropriate, each year, in the amount set forth in the final approved Center budget, for compensation and benefits for the operating staff of the Center; consistent with Section 3 of this Agreement and the Development Agreement. The Director and certain other Center Management staff will be employees of the University or a University auxiliary, and their compensation and benefits expense will be paid by their employer ~~e University~~ as part of its annual assessment to cover Center operating costs, as set forth in Section 3, below. The Commission will contract with the California Polytechnic State University Cal Poly Partners or some other entity suitable to the Commission and the University President, for its accounting and financial management and facility support services.

The Director shall be responsible for the appropriate use and operation of the Center, and for the hiring, training, retention, control and, as needed, the discipline and termination of Center employees reporting to the Director. The Director will report to the University President and inform the Commission on these matters.

Section 3 – Center Fiscal Matters

3.01. Financing of Center Operations. The assessments to cover the budget requirements of the Center shall be shared by the Parties as follows: two-thirds (2/3) assessed to the University, one-sixth (1/6) to ~~the Foundation for the Performing Arts Center~~ FPAC and one-sixth (1/6) to the ~~City of San Luis Obispo~~ [(collectively, the

~~“Partners’ Contributions.”]~~ ~~.)~~ ~~The assessment requirement is ca~~ Partners’ Contributions shall be calculated as equal to the sum of the Center annual budget for operations and contribution to reserves, less revenue derived from operations. For purposes of calculating the budget, The operating costs shall include all costs of operation, including but not be limited to, management and staff compensation, marketing, fiscal management and bank fees, staff travel and training, insurance, contracts for services, supplies and equipment, interest expense, routine maintenance and utilities, and other miscellaneous operating expenses deemed appropriate by the Commission. Reserves shall include, but not be limited to, operations, promotion or co-promotion risk mitigation fund, major maintenance, and repair and replacement. Center operation revenue shall include facility use rent, administrative fees for University events, reimbursement for event related labor expenses (plus contribution to overhead), per-ticket fees on tickets sold for events at the Center and through the Cal Poly Ticket Office, net ticket sales from Center presented and co-promoted ticketed events, grant support from FPAC and other donors for the Center’s Outreach (youth arts-in-education) Program, interest income, and other revenue items as agreed by the Parties. The Center’s fiscal management (i.e. procurement, cash handling, etc.) shall follow policies established by Cal Poly Partners, who currently supports the Center’s fiscal services.

3.02. FPAC Support for the Outreach Program. In addition to its annual Partner Contribution specified above, the FPAC will provide an annual grant to the Center to fund a portion of the Center’s Outreach Program. FPAC staff will collaborate with the Director during the development of the annual operating budget each year to determine the scope of, and associated costs for the Outreach Program for the upcoming fiscal year, and therefore the size of FPAC’s grant to support the Program. The Center, through the Parties, will provide appropriate recognition for FPAC’s support of the Outreach Program in marketing and publicity materials associated with the Program.

3.03. University Support and Maintenance. The University will provide the Center with utilities, routine building maintenance and minor repairs/upgrades, and custodial services consistent with state criteria and reasonable industry standards for professional performing arts center facilities. The University's maintenance staff will consult and cooperate with the ~~Managing~~ Director as to maintenance and service needs and scheduling occasioned by the Center's schedule and uses. Costs associated with these items will be included in the operating costs of the Center and shared by the Parties per section 3.01 above. Maintenance and repair of the grounds and landscaping adjacent to the Center, including the Plaza in front of the Center, and loading dock area, shall be the responsibility of the University and not at a cost to the Center's operating budget or major maintenance fund.

3.04 Major Maintenance/Repair and Replacement Reserve Fund. The Parties shall establish and shall maintain a dedicated Reserve Fund for costs associated with maintenance, repairs, upgrade and/or replacement of Center equipment, systems, furnishings, fixtures, interior finishes, and structures that exceed the scope and costs of "routine maintenance and minor repairs/upgrades" covered by the Center's annual operating budget, as specified above. In general, such "major maintenance, repair or replacement/upgrade projects shall have a minimum estimated cost of \$7,500, and a maximum estimate cost of \$250,000. (2022 dollars). These minimum and maximum cost thresholds will be adjusted annually by the percentage increase in the Federal Bureau of Labor Statistics Consumer Price Index ("CPI-U") applicable to San Luis Obispo County, or as the Parties deem appropriate.

3.04.1 Projects Above the Maximum Cost Threshold. Major maintenance/repair/replacement projects for internal or external building systems (External systems that connect to the PAC, Roof/Physical Shell failure and Internal Systems (i.e. Electrical, HVAC, Security, Life Safety, Lighting, Utilities, Telecom, and

Energy Management) whose estimated cost exceeds the maximum amount of \$250,000 shall be funded by an alternate method and resources. Once a project is determined to be above the maximum cost threshold, the Partners will meet within 30 days and determine the specific funding sources to move forward with the project. The assessments to cover the funding of these projects shall be as follows: two-thirds (2/3) assessed to the University, one-sixth (1/6) to the FPAC and one-sixth (1/6) to the City.

3.04.2 Annual Contribution to the Major Maintenance/Repair and Replacement Fund. The Major Maintenance/Repair and Replacement Fund will be funded by an annual contribution from the Center's operating budget, and from other resources as the Commission may determine. The Director will prepare an annual budget of Major Maintenance/Repair and Replacement Fund project expenses for review and approval of the Commission and University President concurrent with the annual operating budget review and approval process. The Director will provide the Commission not less than quarterly updates of actual expenses compared to this approved annual Major Maintenance/Repair and Replacement Fund project budget.

3.05 Operating Budget and Reserves. The Center will be budgeted to operate on a balanced, fiscally viable basis. The Director will be responsible for preparing an annual balanced operating budget, and setting reserve needs in consultation with the Commission. The Director shall not materially exceed the authorized budget limit without the prior consent of all three Parties represented on the Commission. The Commission and the Director shall conduct no less than quarterly reviews of actual results compared with the budget. If appropriate in light of those results, the Commission may adopt, with concurrence of the University President, and the Director shall implement revisions to the budget and to Center operations in order to avoid a deficit. The budget will be effective when approved by the Commission and

the University President. (Specified in section 3.01) Any operating budget surplus at the end of the fiscal year will be allocated to the Operating Reserve, or as the Commission determines.

3.06 Event Presentation/Co-Promotion Risk Mitigation Fund. The Commission shall establish and maintain a Risk Mitigation Fund separate from the Operating Reserve and Major Maintenance/Repair/Replacement Reserve to supplement/offset any unbudgeted financial losses that may occur from the Center's presentation and/or co-promotion of events during a fiscal year, as provided for in Section 4. Any resources drawn from this Fund will be replenished first by net revenue from subsequent presentations/co-promoted events, before such net revenue is accounted for/credited to the annual operating budget. In the event that all Risk Mitigation Funds are exhausted, the Commission will determine whether or not to allocate additional funds from the Operating Reserve to replenish the Fund.

3.07 Fundraising, Sponsorship for Center Presentations, Outreach Program Support and Named Gifts.

The Parties ~~to the Commission~~ may agree to pursue the establishment of a Commission endowment when the spendable earnings of the FPAC's endowment are sufficient to cover the FPAC's obligations under this agreement. When established, this Commission Operating Endowment Fund shall be held by a trustee approved by the Parties with the spendable earnings transferred for inclusion in the Center's operating budget. Other funds held by the FPAC are not subject to this ~~agreement~~Agreement. FPAC will be the primary fundraising entity for the Center, including, but not limited to securing sponsors for Center presentations/ co-promotions, donations to support the Center's Outreach Program, and donations for specific special or capital projects. The University, Commission and the ~~Managing~~ Director shall

coordinate with the FPAC to ensure that fundraising is as efficient as possible. Notwithstanding the foregoing, FPAC shall consult with the University's Advancement Department, and obtain the University's approval (not to be unreasonably withheld or denied) before soliciting and obtaining a "naming gift" for any portion of the Center. The University will collaborate with FPAC to assist with this process to facilitate its success, while ensuring that this solicitation/donation does not conflict with the University's pre-existing plans to solicit a gift from the same donor.

4.01 Hold Harmless for Trustees University. The Commission ~~will~~ shall release and hold harmless the ~~Trustees of the California State University~~ University from any debts the Commission may incur. Failure to finance a deficit or to agree to a budget ~~may~~ bear grounds to terminate this Agreement.

Section 4 – Center Use and Access Scheduling

4.01 Use and Access Scheduling. The -Director, in consultation with the Commission, shall develop, update and maintain an "Event Scheduling and Booking Policy," consistent with the Center's mission outlined in Section 1 and the requirement that the Center operate on a balanced, fiscally viable basis outlined in Section 3. This Policy will recognize and facilitate the eCity's and community's entitlement to fair and equitable access to and use of the Center. The Director will ensure that approximately one-third of event dates are reserved for City and community organization (FPAC) events appropriately reflecting their combined approximate one-third share of the capital costs (in excess of revenue) of the Center and that approximately two-thirds of the event dates at the Center, including University-presented public events, shall be activities that- enhance the University's educational mission.

The University shall have first priority scheduling for up to twelve (12) official University functions (such as faculty convocations and graduations) each fiscal year/season (July-June). This list is provided by the Office of the President. The Director will work with the University partners to schedule these functions by October 15th of each year for events in the subsequent fiscal year (July 1 – June 30). Once the dates for these official functions are received, the Center will next afford priority scheduling for the following fiscal year for annual ticketed public performances/events hosted by the University's Music Department and the Center's; Resident Arts Organizations (as defined in the Scheduling and Booking Policy); Once those events are scheduled, the scheduling for the University's arts-presenting organization (Cal Poly Arts or its successor) begins, and they it shall have access to booking until May 1; ~~and~~ After May 1, the Center's commercial presentations/ co-promotions can be booked for a reasonable period of time before confirming date requests for other events in the following fiscal year. -

Once an event and date is identified, the University's presenting department, will be given the first opportunity to present the proposed event.

If the University's presenting organization decides not to add the event to the schedule, the Center will then have the opportunity to move forward with presenting or co-promoting the event with a different presenter. Proposed events should aim to provide different genres than the Center's resident tenants and Campus presenting organization so there is no direct competition for fundraising dollars and ticketing revenue. Events cannot be confirmed until after the Campus presenting department's season is confirmed. Artist offers must be in line with the Campus presenting department's show budgets (i.e. venue, labor and tech rates, and ticket fees) as to not

weaken the shared negotiating power in the performing arts industry.

The Center will not be the exclusive home for any user group. The Director will make every effort to accommodate the needs and schedules of local performing groups (campus based and community based) including organizations which present touring performers. The Parties recognize that certain users may best be served by scheduling more than one year in advance. The Director shall determine the means to adjust to that need while maintaining opportunities for flexibility in scheduling. All use of the Center shall be subject to the Director's scheduling decisions after consultation with the Commission. In the event of a scheduling conflict or perceived unfairness in the allocation of Center usage for city or community sponsored events the Director, the University and the Commission shall use their best efforts to resolve the conflict and/or the perceived unfairness of date allocation, pursuant to section 4.02 of this Agreement. After good faith consultation, should the parties be unable to resolve said conflict/incidence of perceived unfairness, the matter shall be referred to the University President, whose decision in the matter shall be final.

Community and campus nonprofit groups will be charged at a lower rate for use of the Center than other groups. The Director shall develop and maintain a schedule of facility use fees and event related charges for use of the Center in consultation with the Commission, consistent with the mission of the Center, per section 1, and financial management expectations, per section 3. This schedule shall provide the most favorable/lowest facility use fee rates for University, City and FPAC events; with the Center's Resident Arts Organizations receiving the next most

favorable/discounted facility use rates; then other community non-profit, educational, and government organizations; before non-discounted facility use rates for events presented by commercial, for-profit entities.

4.02 Resolution of Usage Conflict.

4.02.1 Issues Covered. The only matter subject to conflict resolution shall be the fairness in the allocation of Center usage for city or community sponsored events.

4.02.2 Complaint Procedure. In the event the City or FPAC takes exception to the fairness of Center usage allocated to city or community sponsored events in the proposed annual calendar developed by the Director and after review by the Commission, either the City or the FPAC may write the University President, specifying the perceived unfairness. The writing must be submitted to the President within one week of receipt of the Director's final schedule. The President shall ~~use his~~ "good offices" to mediate between the complaining party or parties and the Director. If the entity cannot accept the President's decision in mediation, it or they may appeal the matter to a dispute resolution committee.

4.02.3 Dispute Resolution Committee. The dispute resolution committee shall be composed of three members with each Party having one representative. If agreement can't be reached, dispute resolution will go to an external arbitrator to decide upon the dispute. The arbitrator will be paid for by the appealing party.

4.02.4 Time Limit. It is expected that the dispute process shall be completed within thirty (30) days of the time it is begun.

Section 5 - Concessions

5.01 Concessions. The sale or other distribution of food and beverages will be an integral part of events which occur in the Center. Therefore, it is important that the Center's users and patrons have available a first-class, diverse, food and beverage

offering. The California Polytechnic State University Cal Poly Partners Campus Dining and Catering Department will be the primary food service provider for the Center, subject to a mutually agreeable Service Level Agreement that defines service, staffing, qualitative and financial expectations. Should this Department be unavailable, or unable to provide food and beverage catering services acceptable to the Center's client for a particular event, the client may seek and secure catering services from another University-approved caterer for the event.

The Director in consultation with the Commission shall develop concessions and catering policy guidelines to be incorporated into this Service Level Agreement. All concessions and catering at the Center will be operated within these policy guidelines and Service Level Agreement. This Agreement will define opportunities and parameters by which certain revenues from concessions and catering operations are shared with and accrue to the Center and be used to cover Center operations through the Operating Budget.

Section 6 - Acquisition and Display of Art

6.01. Acquisition and Display of Art. The display of art at the Center is an important function of the Center, ~~and~~ which will be governed by the Art Acquisition and Display Policy established by the Commission. This Policy will be reviewed periodically by the Commission upon request of the Director or Commission, and may be modified as the Commission determines is necessary to ensure it appropriately honors and protects the free expression of ideas; and adequately considers its ability to preserve, protect and display pieces it may acquire consistent with available resources.

6.02 Art Acquisition Committee

Any works intended to become part of the permanent collection of the Center, must go through the approval process of the University's Art Acquisition Committee.

Section 7 - Parking

7.01. Parking Management Program. The University's parking management program, policies and procedures will provide public access to campus parking facilities for events scheduled at the Center. The University agrees that providing adequate, though nonexclusive parking is a part of its responsibility. The ~~Director~~Center and the University will execute a Service Level Agreement defining staffing, procedures, and financial aspects of parking for event patrons and Center/client personnel involved in events, (including rehearsals) scheduled at the Center. The University recognizes that safe, convenient, efficient access to and egress from parking before and after events for Center patrons is an important component of quality of the patron experience, and will work collaboratively with Center staff to achieve this, to the greatest extent reasonably possible within available resources.

Section 8 - Miscellaneous Matters

8.01. No Borrowing. The Commission shall not pledge as collateral the Center building, fixtures, or land they are situated upon for any loan, debt, or contract.

8.02. Insurance. The Commission, or the University on the Commission's behalf, shall maintain the following types and amounts of insurance, subject to periodic adjustments to recognize inflation and changes in industry standards:

8.02.1 Liability Insurance. The Commission shall obtain and keep in force a policy or policies of ~~public liability and property damage insurance~~ for bodily injury, property damage, and personal injury with a single combined liability limit of not less than \$5,000,000, ~~and property damage limits of not less than \$500,000~~ insuring against all liability of the Commission arising out of and in connection with use of occupancy of the Center. The Trustees, the City and FPAC, and any supporting auxiliary shall be

named as additional insureds. The Commission shall maintain such other policies of liability coverage as the Board determines prudent.

8.02.2 Property Insurance - Premises. The Commission shall obtain and keep in force a policy or policies of insurance covering loss or damage to the Center, including fixtures, equipment, and improvements to the extent of at least one hundred percent (100%) of full replacement value, providing protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended perils ("all risk", as such term issued in the insurance industry). These shall include demolition, increased costs of construction, and change in building law endorsements.

8.02.3 Policy Form, Content, Insurer. All insurance required under this Agreement shall be issued by responsible insurance companies qualified to do business in California and reasonably acceptable to the Parties or under coverage provided by CSURMA/AORMA. All such insurance shall be issued as primary, not blanket, policies. No such policy shall be cancelable or subject to reduction of coverage or other modification except after thirty (30) days prior written notice to the Parties.

8.03. Term and renewal of Agreement. This ~~Amended~~ Agreement shall remain in full force and effect, unless terminated or further amended as provided for below, for a period of 10 (ten) years from the Effective date ~~Date of its execution~~. The Agreement shall be automatically renewed for another 10 (ten) year period upon its expiration, unless any of the Parties provides notice to the other Parties at least 120 (one hundred twenty) days prior to such expiration of its desire to modify or terminate the Agreement.

8.04. Termination. This Agreement shall terminate, and the relationship among the Parties shall be dissolved upon the happening of any of the following:

- a. Agreement of all ~~three~~ Parties.
- b. Failure of the Commission to adopt, in a timely manner, an Operating

Budget with appropriate provision for reserves, as established by Commission policy, for a period of one year: after expiration of the most recent budget.

- c. Failure of any of the parties to deliver on the obligations outlined in this Operating Agreement after having been given written notice and a reasonable period to remedy any deficiencies. Termination under this subsection shall not give rise to any claim for damages by any non-deficient ~~party~~Party.

8.05. Amendment. This agreement may be amended at any time, in whole or in part, once or more often, by written agreement executed by the University, ~~Trustees of The California State University, the University, the City of San Luis Obispo, and the Foundation for the Performing Arts~~FPAC, and the Commission. In the event of dissolution, ~~Trustees~~ the University will give recognition to the City's and FPAC's contributions to the Center by guaranteeing community access to the facility at a rental rate and on a schedule no less favorable than what is available to ~~University-affiliated groups~~ for a minimum of ten years, consistent with the community's expectation of fair and equitable access to and use of the Center as set forth in Section 4.01 above.

8.06. No assignment of liability. No provision of this Agreement shall be used to assign liability for any claim of loss, damage, or injury which may occur at the Center, its facilities, or any University~~Cal Poly~~ campus facilities or facilities of the Trustees, which shall be assigned under general principles of liability.

Section 9 - Execution

9.01. Due Authorization. Each of the Parties represents by executing this ~~Amended~~ Agreement that he or she has been fully and completely authorized to do so and that he or she is empowered to bind the entity on whose behalf the Agreement is signed.

9.02 Third Party Beneficiaries Clause. This Agreement is made solely and specifically for the benefit of the Performing Arts Center and its partners, and no other Person or Entity shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

Date: _____ BOARD OF TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY

By: _____

RE: ~~A 51 93 CC~~

~~Operating Agreement for the Christopher Cohan Center-
Performing Arts Center San Luis Obispo~~

Date: _____ CALIFORNIA POLYTECHNIC
STATE UNIVERSITY

By: _____ President

Date: _____ CITY OF SAN LUIS OBISPO

By: _____
Mayor

Date: _____ FOUNDATION FOR THE PERFORMING
ARTS CENTER_

By: _____
President; Board of Directors

Date: _____ CENTRAL COAST PERFORMING ARTS
COMMISSION

By: _____
President

ATTEST:
FOR THE CITY OF SAN LUIS OBISPO

City Clerk

Central Coast Performing Arts Center Commission Governance and Bylaws
As of 10/3/24

- 1.01 The Central Coast Performing Arts Center Commission. In consideration for the non-state funding provided by the City of San Luis Obispo (City) and Foundation for the Performing Arts Center (FPAC) for the Performing Arts Center (Center), the Parties agree that the City, FPAC, and the California Polytechnic State University (University), shall create a nonprofit public benefit corporation. The purpose of the corporation shall be to advise the University and the Director of the Center on operating policies, scheduling and maintenance policies. The Commission, with concurrence of the University President, shall adopt the operating budget and budget amendments each fiscal year.
- 1.02 Name. The nonprofit public benefit corporation formed by the Parties shall be known as the Central Coast Performing Arts Center Commission (Commission).
- 1.03 Board of Directors. The Commission shall be governed by a board of directors consisting of nine people with nine additional alternates.
- 1.04 Membership. The Commission shall have no members, as provided in California Corporations Code Section 5310.
- 1.05 Powers and Responsibilities of the Commission. The Commission shall be advisory to the University and the Director of the Center as to operating policies, scheduling and maintenance policies. The Commission, with concurrent of the University President, shall adopt the operating budget and budget amendment of the Center and approve the annual schedule.
- 1.06 Selection of Board of Directors. The President of the University shall appoint five directors and five alternates. The City shall appoint two directors and two alternates. The FPAC shall appoint two directors and two alternates.
- 1.07 Compensation of Directors. No director shall be compensated for services as such, except that directors may be reimbursed for actual expenses incurred as permitted by California Corporations Code Section 5236 and approved by the Board.
- 1.08 Terms of Office. Directors shall be appointed for a three-year term. Directors' terms may be renewed for one or more additional three-year terms at the discretion of the Party for whom they serve as a director. A Director may be removed at any time without cause by the agency which appointed them.
- 1.09 Quorum. A quorum shall consist of seven directors or alternates of the Board, including at least one representative from each of the three Parties.
- 1.10 Officers. The board shall select one of its directors as Chair, one director as Vice-Chair, one director as Secretary and one director as Treasurer/CFO to serve at the pleasure of the Board. All officers, with the exception of the Treasurer/CFO, shall serve two-year terms, commencing and rotating in July. The Chair, Vice-Chair, and Secretary shall not be from the same organization/Party. Upon expiration of the Chair's two-year term, the Vice-Chair shall success him/her as Chair for the

succeeding two-year term, and the Secretary will move into the Vice-Chair position. The then vacant Secretary position shall be filled by a member from the same organization/Party as the departing Chair. The Treasurer/CFO position shall be filled by a member from the University and shall serve in that position for a period of time determined by the University President.

- 1.11 Voting. All actions of the Board other than the adoption of a budget or changes to a budget require the approval of five (5) members with at least one vote from each of the Parties. Adoption of a budget or changes to a budget require the approval of seven (7) members with at least one vote from each of the Parties.
- 1.12 Regular Meetings. The Board shall hold regular meetings with meetings in October, February, May and June.
- 1.13 Special Meetings. Special meetings may be called by the Chair or by any two voting Directors.
- 1.14 Emergency Meetings. Emergency meetings may be called by the Chair or by the Director of the Center when there are exigent circumstances that threaten the mission, operations or physical assets managed by the Center.
- 1.15 Public Meetings. Commission meetings, being those of a California State University auxiliary organization as defined by California Education Code 89901, shall be conducted in accordance with Education Code Section 89920 et seq. All meetings shall be held in the Center, unless some other meeting place providing convenient public accessibility is specified in the notice of meeting.
- 1.16 Bylaws. If any of the Board of Directors would like to amend/change the Bylaws, proposed changes or amendments shall be submitted to each of the three Parties and all voting members and alternates for review and comment, all in a timely manner.



Department: Public Works
Cost Center: 5002
For Agenda of: 1/14/2025
Placement: Consent
Estimated Time: N/A

FROM: Matt Horn, Public Works Director
Prepared By: Brendan Pringle, Senior Business Analyst

SUBJECT: AUTHORIZE INCREASE TO LANDSCAPE SERVICE CONTRACTS FOR ALLWEATHER LANDSCAPE MAINTENANCE & TENNIS LANDSCAPE

RECOMMENDATION

1. Approve the AllWeather Landscape Maintenance contract amount of \$305,582, inclusive of all prior contract scope amendments totalling \$88,800, and authorize the Public Works Director and City Manager to amend the contract up to their purchasing authority in accordance with the City's purchasing policy; and
2. Approve the Tennis Landscape contract amount of \$742,395, inclusive of all prior contract scope amendments totalling \$162,900, and authorize the Public Works Director and City Manager to amend the contract up to their purchasing authority in accordance with the City's purchasing policy.

POLICY CONTEXT

Section 257 of the Financial Management Manual – “Contract Amendments” requires approvals by the Fiscal Officer for cumulative amendment total up to \$10,000, Director between \$10,000 and \$70,000, and City Manager when the cumulative amendment total is between \$70,000 to \$149,999. Council approval is required when amendments cumulatively total \$150,000 or more.

DISCUSSION

Background

The City uses contract services to perform landscape maintenance services for parks, traffic medians, sound walls, parking lots, railroad right-of-way, and weed abatement. This methodology has allowed the City to provide maintenance services for the community at a lower cost and allows for both the increase and decrease of services offered based upon community demand and available funds.

After a competitive Request for Proposal (RFP) process for landscape maintenance services, the City entered into separate agreements with AllWeather Landscape Maintenance, Tennis Landscape, and EMTS Landscape for the term of February 1, 2021 to February 28, 2025. The terms of the agreements may be extended for an additional two (2) years. These original agreements covered routine maintenance and seasonal enhancements for key areas as needed. Community demands and the addition of new facilities, such as the Avila Ranch parkland and North Broad Street Park, over the last three years have required the need for expanded contract service. As a result, the AllWeather and Tennis Landscape contracts have been amended multiples times to accommodate a broader scope and ensure that service standards are maintained. There have been no amendments to the EMTS Landscape contract.

In alignment with the City's policy and standard practice, the prices for ongoing landscape maintenance contracts are adjusted annually based on the Consumer Price Index (CPI), capped at a maximum increase of 5% from the previous contract year. The agreement with AllWeather Landscape Maintenance and Tennis Landscape Maintenance specifically ties these cost adjustments to the U.S. Consumer Price Index for All Urban Consumers in the Los Angeles area.

AllWeather Agreement & Contract Adjustments

The AllWeather contract now includes six amendments to maintain newly added park locations and green spaces not previously covered under the initial agreement, including Avila Ranch parkland. These areas require regular maintenance, seasonal planting, and periodic updates to landscaping features. AllWeather's maintenance areas are comprised of City parks, traffic islands and medians, sound walls, Bill Roalman Bicycle Boulevard, City Corporation Yard, the Union Pacific Railroad right-of-way, and various parking lots and structures. The agreement and approved amendments (1-3) are included as Attachment A to this report. Amendments 4, 5 and 6, which have been executed by the Public Works department and AllWeather but not approved under the City's purchasing policy, are presented in Attachment B. Amendment 6 is included strictly for annual CPI adjustment, which was specified in the original contract and doesn't change the scope of services.

The original cost of the AllWeather Landscape contract was \$184,320. Six total amendments to the contract cumulatively add \$88,800 in increased scope to the contract since 2021. Staff is seeking approval of cumulative value of the contract scope amendments for AllWeather Landscape Maintenance, totaling \$88,800. If Council authorizes the total contract value of \$305,582 for AllWeather Landscape, in the future and as needs arise, the City Manager will be able to amend this agreement value up to \$149,999 in compliance with purchasing policy provisions.

The following table reflects all amendments and CPI adjustments to the AllWeather agreement.

Table 1: AllWeather Agreement Amendments

AllWeather Contract			
Contract Adjustments	Adjustment Cost	Cumulative Total	Authority Level
Amendment 1 (Scope of Work)	\$37,680	\$37,680	Department Head
Amendment 2 (Scope of Work)	\$5,904	\$43,584	Department Head
Amendment 3 (Scope of Work)	\$8,352	\$51,936	Department Head
Amendment 4 (Scope of Work)	\$29,820	\$81,756	City Manager
Amendment 5 (Scope of Work)	\$7,044	\$88,800	City Manager
Amendment 6 (CPI Adjustments - Cumulative)	\$32,462	\$121,262	Department Head
Original Contract			\$ 184,320
Total Scope of Work Amendments			\$ 88,800
Total CPI Adjustments			\$ 32,462
Contract Including Scope of Work and CPI Amendments			\$ 305,582

Tennis Landscape Agreement & Amendments

The Tennis Landscape agreement now includes nine amendments to maintain newly added park locations and green spaces not previously covered under the initial agreement, including the Avila Ranch basins and parkways. These areas also require regular maintenance, seasonal planting, and periodic updates to landscaping features. Tennis Landscape's maintenance areas are comprised of city parks and facilities, Mission Plaza Extension, traffic islands and medians, sound walls, monuments and fountain, street frontages, walkways, SLO Transit Bus Barn, the Water Resource Recovery Facility (WRRF), weed abatement, and supplemental support at Santa Rosa and Sinsheimer Parks. The Agreement and approved amendments (1-4) are included as Attachment C to this report; Amendments 2 and 3 are nonexistent, and the result of a numbering issue. Amendments 5-9, which have been executed by the Public Works department and Tennis Landscape, but not approved under the City's purchasing policy, are presented as Attachment D. Amendment 8 is included strictly for the cumulative CPI adjustment, which was specified in the original contract and doesn't change the scope of services.

The original cost of the Tennis Landscape contract was \$499,332. Nine amendments to the contract cumulatively add \$162,900 in increased scope to the contract since 2021. According to the City Purchasing Policy, Amendments 6-9 cause the cumulative amendment total to reach the threshold of Council approval, as contract amendments cumulatively total \$150,000 or more. Staff is seeking approval of cumulative value of contract amendments for Tennis Landscape, totaling \$162,900. If Council authorizes the total contract value of \$742,395 for Tennis Landscape, in the future and as needs arise, the City Manager will be able to amend this agreement value up to \$149,999 in compliance with purchasing policy provisions.

The following table reflects all amendments and CPI adjustments to the Tennis Landscape agreement.

Table 2: Tennis Landscape Agreement Amendments and CPI Adjustments

Tennis Landscape Contract			
Contract Adjustments	Additional Cost	Cumulative Total	Authority Level
Amendment 1 (Scope of Work)	\$27,600	\$27,600	Department Head
Amendment 2 (Scope of Work)	\$0	\$27,600	Department Head
Amendment 3 (Scope of Work)	\$0	\$27,600	Department Head
Amendment 4 (Scope of Work)	\$11,520	\$39,120	Department Head
Amendment 5 (Scope of Work)	\$57,000	\$96,120	City Manager
Amendment 6 (Scope of Work)	\$54,000	\$150,120	Council
Amendment 7 (Scope of Work)	\$11,100	\$161,220	Council
Amendment 8 (CPI Adjustments-Cumulative)	\$80,163	\$241,383	Department Head
Amendment 9 (Scope of Work)	\$1,680	\$243,063	Council
Original Contract			\$ 499,332
Total Scope of Work Amendments			\$ 162,900
Total CPI Adjustments			\$ 80,163
Contract Including Scope of Work and CPI Amendments			\$ 742,395

Previous Council or Advisory Body Action

On [July 21, 2020](#), Council authorized staff to invite proposals for the Landscape Maintenance Service contracts and authorized the City Manager to award the contracts if the total was within the available annual budget. Tennis Landscape, AllWeather and EMTS Landscaping were awarded contracts.

CONCURRENCE

Public Works and Finance Departments concur with the recommendation.

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: Yes
 Funding Identified: Yes

Budget Year: 2024-25

Fiscal Analysis:

Funding Sources	Total Budget Available	Current Funding Request	Remaining Balance	Annual Ongoing Cost
General Fund	\$220,260	\$220,260	\$0	\$220,260
Avila Ranch CFD Fund (213)	\$31,440	\$31,440	\$0	\$31,440
State				
Federal				
Fees				
Other:				
Total	\$251,700	\$251,700	\$0	\$251,700

The six total amendments for AllWeather total \$88,800 and the nine total amendments for Tennis Landscape total \$162,900, for a combined total of \$251,700. This is covered by operating budget from the General Fund and Avila Ranch Fund for FY 2024-25 and does not require any additional funding. These costs are augmented annually based on CPI, as outlined in the agreement, and the costs above reflect current costing of the scope amendments.

ALTERNATIVES

Council could refrain from authorizing increases to the AllWeather and Tennis Landscape agreements. This is not recommended, as it would limit the City’s ability to maintain the landscaping at the City’s parks or green spaces. This investment is crucial to meeting community expectations and maintaining these spaces at a high standard for the City’s residents.

ATTACHMENTS

- A - AllWeather Agreement & Amendments 1-3 (Approved)
- B - AllWeather Amendments 4-6
- C - Tennis Landscape Agreement & Amendments 1-4 (Approved)
- D - Tennis Landscape Amendments 5-9

AGREEMENT

THIS AGREEMENT is made and entered into in the City of San Luis Obispo on 2/21/2021 | 2:28 PM PST by _____ and between the CITY OF SAN LUIS OBISPO, a municipal corporation, hereinafter referred to as City, and ALLWEATHER LANDSCAPE MAINTENANCE LLC, hereinafter referred to as Contractor.

WITNESSETH:

WHEREAS, on November 24, 2020, the City requested proposals for Landscape Maintenance Services, per Project No. 50200-2020-LS

WHEREAS, pursuant to said request, Contractor submitted a proposal that was accepted by City for Category B, E, F said project;

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 February 1, 2021 to February 28, 2025, or termination of the contract in accordance with this agreement.
2. **INCORPORATION BY REFERENCE.** City Specification No. 50200-2020-LS and Contractor's proposal is hereby incorporated in and made a part of this Agreement and attached as Exhibit A.
3. **Contract Extension.** The term of the contract may be extended by mutual consent for an additional 2 years.
4. **Cost Adjustments.** During the term of the agreement, beginning July 1, 2022, contract prices shall be modified by a percentage equal to the percentage increase in the U.S. Consumer Price Index/All Urban Consumers (CPI-U) from March in the previous year to March in the year of adjustment. Under no circumstances shall the contract price increase more than five (5) percent from the prior contract year.
5. **Ability to Perform.** The Contractor warrants that it possesses all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all applicable federal, state, county, city, and special district laws, ordinances, and regulations.

The Contractor's employees shall be competent and qualified to perform the specified work and shall perform the specified work in an orderly manner. If the City's representative advises the Contractor that an employee is incompetent, unqualified, or disorderly, the Contractor shall remove that employee from the specified work for the duration of the contract. The Contractor shall not bring to the specified work locations any pets, children, or persons not employed under the contract.

6. **Contractor Identification.** All staff employed in the work shall wear a shirt or jacket clearly identifying the Contractor's company.

7. **Sub-contract Provisions.** No portion of the work pertinent to this contract shall be subcontracted without written authorization by the City.
8. **Contract Assignment.** The Contractor 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.
9. **Scope of Work and Levels of Service.** The Contractor shall furnish services for Landscape Maintenance as specified in **Exhibit A**.

The City may periodically request additional unspecified work, such as new or replacement planting at the assigned locations. For this work, the City shall pay the Contractor an amount equal to the amount provided by the contractor and attached as **Exhibit B**, multiplied by the number of units completed or installed, or the employee hours used multiplied by the accepted labor rate plus the actual cost of materials with a 15% markup allowed.

10. **Work Hours.** The Contractor shall perform the specified work on weekdays (Monday through Friday) between the hours of 7:00 a.m. and 5:00 p.m. The Contractor shall not perform any of the specified work outside of these work hours without the previous written consent from the City's Contract Manager.
11. **Traffic Control.** The Contractor shall furnish all traffic control delineation required in order to perform the specified work. Traffic control delineation shall comply with all local, state, and federal regulations. The Contractor shall not close street lanes without the City's previous written consent.
12. **Encroachment Permits.** When specified work must be completed in the medians of state highways, such as those on Santa Rosa Street, the Contractor shall obtain and pay for any encroachment permits which may be required from the State of California Department of Transportation.
13. **Work Schedule.** At the beginning of each month the Contractor shall submit to the City a proposed schedule showing the sites and tasks to be completed during the upcoming month. Irrigation testing locations and fertilization must also be noted on the schedule.

When submitting an invoice for work completed during a month, the Contractor shall include with the invoice a copy of the schedule showing the actual dates when work was completed. Failure to provide an adequate schedule will result in a forfeiture of 10% of the total monthly payment due.

14. **Utilities Costs.** The City shall pay the utilities costs for all water and electricity used at the specified work locations. Contractor shall follow direction of City staff for "rain shut off" of irrigation controllers during periods of extended rain. Failure to follow direction may result in contractor being liable for cost of water.
15. **Materials.** The Contractor shall not use any material for the specified work without the City's prior written approval of that material. If requested, the Contractor shall furnish to the City without charge samples of materials for examination and testing. Irrigation shall meet current City standards.

The Contractor shall furnish to the City a list of all materials used for the specified work that are regulated by law as toxic or hazardous. With this list the Contractor shall include a material safety data sheet for each toxic or hazardous material. The Contractor shall train its employees in the proper handling of any toxic or hazardous materials.

16. **Inspection and Corrections.** The Contractor shall furnish the City with every reasonable opportunity for City to ascertain that the services of the Contractor are being performed in accordance with the requirements and intentions of this contract. 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 Contractor of any of its obligations to fulfill its contract requirements. The City Contract Manager shall be sole judge of the adequacy of the Contractor's maintenance and the appearance of the sites.

During the third week of each month the Contractor and the City's Contract Manager together shall inspect locations where work was scheduled for completion that month. The City's Contract Manager shall document any deficiencies in writing. The City's Contract Manager will also periodically inspect work locations without the Contractor, but will report any deficiencies to the Contractor before the end of the third week of the month.

If the Contractor does not correct a documented deficiency by the end of the month, it shall forfeit 50 percent of the monthly unit price for the location where the deficiency occurred. If the deficiency is not corrected within the next month, 100 percent of the monthly unit price for the location where the deficiency occurred will be forfeited. The City will deduct such forfeiture from its next payment. If site maintenance has not been completed at all, 100 percent of the monthly unit price will be forfeited from the next payment.

17. **Termination.** If, during the term of the contract, the City determines that the Contractor is not faithfully abiding by any term or condition contained herein, the City may notify the Contractor in writing of such defect or failure to perform. This notice must give the Contractor a 10 (ten) calendar day notice of time thereafter in which to perform said work or cure the deficiency.

If the Contractor has not performed the work or cured the deficiency within the ten days specified in the notice, such shall constitute a breach of the contract and the City may terminate the contract immediately by written notice to the Contractor to said effect. Thereafter, neither party shall have any further duties, obligations, responsibilities, or rights under the contract except, however, any and all obligations of the Contractor's surety shall remain in full force and effect, and shall not be extinguished, reduced, or in any manner waived by the termination thereof.

In said event, the Contractor 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 Contractor as may be set forth in the Agreement payment schedule; compensation for any other work, services or goods performed or provided by the Contractor shall be based solely on the City's assessment of the value of the work-in-progress in completing the overall scope of work.

The City reserves the right to delay any 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 Contractor be entitled to receive in excess of the compensation quoted in its proposal.

If, at any time during the term of the contract, the City determines that continued contract maintenance is no longer in the best interests of the City due to funding shortages or unforeseen circumstances, the City reserves the right to terminate the contract. Contractor will be paid compensation due and payable to the date of termination.

18. **Reports.** At the end of each month, included with the invoice, the Contractor shall provide all irrigation reports, fertilization and pesticide application information for the prior month. Failure to provide any of these reports will result in forfeiture of 20% of the total monthly payment due. During months when no

irrigation, fertilization of pesticide application occurs, the Contractor shall note that with the invoice submittal.

19. **Record Retention and Audit.** For the purpose of determining compliance with various laws and regulations as well as performance of the contract, the Contractor and sub-contractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to the performance of the contract, including but not limited to the cost of administering the contract. Materials shall be made available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. Authorized representatives of the City shall have the option of inspecting and/or auditing all records. Copies shall be furnished if requested.
20. **Release of Reports and Information.** The Contractor shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by the City and receipt of the City's written permission.
21. **Copies of Reports and Information.** If the City requests additional copies of reports, drawings, specifications, or any other material in addition to what the Contractor is required to furnish in limited quantities as part of the work or services under these specifications, the Contractor shall provide such additional copies as are requested, and City shall compensate the Contractor for the costs of duplicating of such copies at the Contractor's direct expense.
22. **Conflict of Interest.** The Contractor shall disclose any financial, business, or other relationship with the City that may have an impact upon the outcome of this contract, or any ensuing City construction project. The Contractor shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing City construction project which will follow.

The Contractor covenants that it presently has no interest, and shall not acquire any interest—direct, indirect or otherwise—that would conflict in any manner or degree with the performance of the work hereunder. The Contractor further covenants that, in the performance of this work, no sub-Contractor or person having such an interest shall be employed. The Contractor certifies that no one who has or will have any financial interest in performing this work is an officer or employee of the City. It is hereby expressly agreed that, in the performance of the work hereunder, the Contractor shall at all times be deemed an independent Contractor and not an agent or employee of the City.

23. **Rebates, Kickbacks or Other Unlawful Consideration.** The Contractor warrants that this contract was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any City employee. For breach or violation of the warranty, the City shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.
24. **Covenant Against Contingent Fees.** The Contractor warrants by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

25. **Compliance with Laws and Wage Rates.** The Contractor shall keep itself fully informed of and shall observe and comply with all applicable state and federal laws and county and City of San Luis Obispo ordinances, regulations and adopted codes during its performance of the work.

Prevailing wage is required, at a minimum, for work under this contract. The Contractor and any subcontractor must forfeit to the City not more than \$200 per day or part of a day for each worker paid less than the prevailing wage rate and pay the worker the difference between the prevailing wage rate and the rate paid (Labor Code § 1775). The Labor Commissioner determines the amount of this penalty and bases the amount on:

1. Whether the failure to pay the correct prevailing wage rate was a good-faith mistake that the Contractor or subcontractor promptly and voluntarily corrected upon notice
2. The prior record of the Contractor or subcontractor in meeting its prevailing wage obligations
3. The Contractor or subcontractor's willful failure to pay the correct rate of prevailing wages

The Contractor shall submit certified payroll as part of the monthly invoice submittal. Weekly payrolls must include each employee's:

1. Full name
2. Address
4. Work classification
5. Straight time and overtime hours worked each day and week
6. Actual wages paid for each day
7. Fringe benefits or submit a statement of fringe benefits, clearly defining which benefits are paid directly to the employee as part of the hourly rate, and which benefits are paid into an approved program. Fringe benefit statements must be signed by the employer or the employer's agent certifying the fringe benefit statement is correct and the employer has been authorized to make any payments on behalf of the employee to approved programs.

26. **Payment of Taxes.** The contract prices shall include full compensation for all taxes that the Contractor is required to pay.

27. **Permits, Licenses, and Insurance.** The Contractor shall procure and maintain current, all permits, licenses, and specified insurance, and pay all charges and fees, and file all notices as they pertain to the completion of the Contractor's work. The contractor shall have and maintain the following valid State of California Licenses, C-27 Contractors License, Qualified Pesticide Applicators License, and Agricultural Pest Control Business License. The Contractor shall comply with the current State Department of Pesticide Regulations and County of San Luis Obispo Agriculture Commissioner regulations.

NOTE: For **CAT (F)** only Contractor will need to be eRailsafe certified by the Union Pacific Rail Road Contact Bill Chandler of UPRR Safety Department – Police Background Investigation Phone # (435-563-8253) or email mfarley@up.com MaryBeth Farley Operations Manager Support UPRR for forms and procedure. Or on the website: <https://erailsafe.com/usa/applicant-login/>

28. (a) **Non-design, non-construction Professional Services:** To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8), Contractor 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 Contractor's performance or Contractor's failure to perform its obligations under this Agreement or out of the operations otherwise conducted by Contractor, including claims arising out of the City's active or passive negligence, except for such loss or damage arising from the sole 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 Contractor's performance of this Agreement, the Contractor 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.

29. (d) The review, acceptance or approval of the Contractor's work or work product by any indemnified party shall not affect, relieve or reduce the Contractor's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

The review, acceptance or approval of the Consultant's work or work product by any indemnified party shall not affect, relieve or reduce the Consultant's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

30. **Safety Provisions.** The Contractor shall conform to the rules and regulations pertaining to safety established by OSHA; the California Division of Industrial Safety; and Union Pacific Railroad (UPRR) as well as the UPRR Fire Prevent Plan.
31. **Public and Employee Safety.** Whenever the Contractor's 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.
32. **Preservation of City Property.** The Contractor 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 the Contractor's operations, it shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor began work.
33. **Water Conservation.** Contractors shall turn off all irrigation systems during periods of rainfall and/or times when suspension of irrigation is desirable to conserve water while remaining within the guidelines of good, and acceptable horticultural maintenance practices. Contractors shall comply with all City of San Luis Obispo Ordinances and Resolutions which relate to water conservation.
34. **Recycled/Reclaimed Water.** Water supplied by the City for irrigation may be Recycled/Reclaimed Water, indicated by purple color-coded sprinklers, valves, valve boxes, tags and signs. Contractor understands that Recycled/reclaimed Water is not intended for human contact or consumption. Contractor accepts full responsibility for educating and monitoring its employees regarding safety issues related to the presence and use of Recycled/Reclaimed Water.
35. **Security of Work Locations.** For work locations secured by locks, the City shall provide the Contractor with the required keys. The Contractor shall properly secure these locations when specified work is completed and shall replace or repair City property lost or damaged when locks are not properly set.
36. **Contractor Non-Discrimination.** In the performance of this work, the Contractor agrees that it will not engage in, nor permit such subcontractors 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.
37. **Non-Exclusive Contract.** The City reserves the right to contract for the services listed in this proposal from other Contractors during the contract term.
38. **Contractor Invoices.** The Contractor shall deliver a monthly invoice to the City, itemized by project work phase or, in the case of on-call contracts, by project title. Invoice must include a breakdown of

hours billed and miscellaneous charges and any sub-Contractor invoices, similarly broken down, as supporting detail.

39. **Payment.** For providing services as specified in this Agreement, City will pay and Contractor shall receive therefore compensation for individual site work in accordance with the prices included in Sections J and K.
40. **Contractor Invoices.** The Contractor shall deliver a monthly invoice to the City with the name of the contract, the contract specification number. The invoice shall be itemized by site / location and accompanied by required reporting documents.
41. **Resolution of Disputes.** Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the City Contract Manager and the City Director of Public Works, who may consider written or verbal information submitted by the Contractor. Not later than thirty days after receipt of a written decision on any dispute by the City's Contract Manager, the Contractor may request review by the City Council of unresolved claims or disputes, other than audit, in accordance with Chapter 1.20 Appeals Procedure of the Municipal Code.

Any dispute concerning a question of fact arising under an audit of this contract that is not disposed of by agreement, shall be reviewed by the City's Public Works Director. Not later than 30 days after issuance of the final audit report, the Contractor may request a review by the City's Public Works Director of unresolved audit issues. The request for review must be submitted in writing.

Neither the pendency of a dispute, nor its consideration by the City will excuse the Contractor from full and timely performance in accordance with the terms of this contract.

42. **CITY'S OBLIGATIONS.** For providing the services as specified in this Agreement, City will pay, and Contractor shall receive therefore compensation as awarded by contract.
43. **CONTRACTOR/CONSULTANT'S OBLIGATIONS.** For and in consideration of the payments and agreements hereinbefore mentioned to be made and performed by City, Contractor agrees with City to do everything required by this Agreement and the said specifications.
44. **AMENDMENTS.** Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by the City Engineer. If, at any time during the project, the Contractor is directed to do work by persons other than the City Contract Manager and the Contractor believes that the work is outside of the scope of the original contract, the Contractor shall inform the Contract Manager immediately. If the Contract Manager and Contractor both agree that the work is outside of the work scope and is necessary to the successful completion of the work, then a fee will be established for such work based on Contractor's hourly billing rates or a lump sum price agreed upon between the City and the Contractor. Any extra work performed by Contractor without prior written approval from the City Contract Manager shall be at Contractor's own expense.
45. **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.

46. **NOTICE.** All written notices to the parties hereto shall be sent by United States mail, postage prepaid by registered or certified mail addressed as follows:

City Adam Basden
City of San Luis Obispo
25 Prado Rd
San Luis Obispo, CA 93401

Contractor All Weather Landscape Maintenance, LLC
PO BOX 6734
Santa Maria, CA 93456

47. **AUTHORITY TO EXECUTE AGREEMENT.** Both City and Contractor do covenant that everyone 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 OF SAN LUIS OBISPO:

By: DocuSigned by:
Shelly Stanwyck
62102F5042D4485

City Manager

APPROVED AS TO FORM:

DocuSigned by:
Markie Jorgensen for Christine Dietrick
33004627648C453

City Attorney

CONTRACTOR:

By: DocuSigned by:
Neil Towny
14A6044B8FF743C

Name of CAO / President

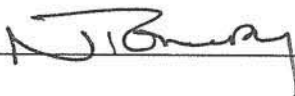
SECTION I: ACKNOWLEDGMENT OF SERVICE LEVELS

Acknowledgement. The undersigned declares that she or he has carefully examined Project No. 50200-2020-LS which is hereby made a part of this proposal; is thoroughly familiar with its contents; is authorized to represent the proposing firm; and agrees to perform the specified work for the following cost quoted in full:

(Designate with a ✓ mark if declining to propose)

Category / Service Level	Cost Proposal Submitted	Not proposing for this category
Category A / Level 2	X	
Category B / Level 3	X	
Category C / Level 4		X
Category D / Level 5		X
Category E / Level 2	X	
Category T / Level 3		X
Category F / Level 6	X	
Category W / Level 7		X
Category SD/Level 8		X
Category PD/Level 8		X
Category NR/Level 8		X
Category TEMP HELP/ Level 9		X

Firm Name and Address: Allweather Landscape Maintenance LLC		
P.O. Box 6734		
Santa Maria CA 93456		
Contact Name: Neil Towery		
Email: Neil.allweather@gmail.com	Fax: 805-310-4947	Phone: 805-868-7643

Signature of Authorized Representative: 	Date: 12-23-20
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SECTION J: CONTRACT COST PROPOSAL

The undersigned declares that she or he has carefully examined Specification No. 50200-2020-LS, which is hereby made a part of this proposal; is thoroughly familiar with its contents; is authorized to represent the proposing firm; and agrees to perform the specified work for the following cost quoted in full:

#	Category A –Service Level 2	Location	Monthly Cost
A1	Vista Lago Park	1269 Vista Lago	225.00
A2	Priolo Martin Park (Vista Collados Park)	890 Vista Collados, from the street to back of the lot as defined by adjacent fences (860 & 910 Vista Collados)	212.50
A3	Anholm Park	870 Mission Street between Lincoln and Chorro	131.25
A4	Buena Vista Circle Median	Buena Vista at McCollum	548.00
A5	Margarita Islands ²	Eight islands on Margarita east of Higuera to Cherry (turf only)	882.50
A6	Osos Triangles (Two)	At Osos and Santa Barbara between Leff & Railroad	392.50
A7	Stoneridge Park ¹	Small Park between 525 & 537 Bluerock	481.25
A8	Poinsettia Creek Walk ³	South of Rosemary, east side from Poinsettia to RR tracks, west side from Poinsettia 350 feet to asphalt path (HOA bridge)	406.25
A9	Poinsettia Mini Park ⁶	Mini Park between 4668 and 4654 Poinsettia west of service road & behind homes	150.00
A10	De Vault Ranch Park	Park on Madonna Road at Spooner; Lower basin not part of contract –(HOA maintained)	1210.00
A11	Fire Station 1	NE corner of Broad, South and Santa Barbara Streets 2160 Santa Barbara	300.00
A12	Fire Station 4	NE Corner of Madonna & LOVR Roads 1395 Madonna	500.00
A13	City Hall / Little Theater ^{4,5}	990 Palm & 880 Morro	983.00
A14	Police Facility & adjacent house	1016, 1020 & 1042 Walnut Streets	994.00
A15	Ludwick Center	NE Corner of Santa Rosa & Mill Streets	653.00
A16	Emerson Park & Recreation Offices	1341 Nipomo Parks and Rec Cntr.; park palyground; community garden not part	999.00
A17	Mitchell Park- Senior Center	1400 Osos and 1445 Santa Rosa	1647.00
A18	Mission Plaza Extension	Creek walk between Broad & Nipomo	280.00
A19	City County Library	955 Palm, corner Osos & Palm	405.00
A20	Monterey Triangle & Cuesta Inn	Monterey to Garfield (Buena Vista-Garfield) 2000 Monterey	150.00
A21	2 Adobe Homes ²	466 Dana St. and 1585 Lizzie St. (visit 2 times per month typically)	155.00
A22	Santa Rosa Park	Mow turf mound by skate park and ampatheater and in & around detention basin	300.00

Category A Notes:

1. Weed abatement each year at end of May
2. Maintain non-landscaped areas free of weeds, grasses, trash and rodents – once a month
3. Remove litter from creek and empty and reline trash cans
4. City Hall- Little Theater is high litter site
5. City would prefer the use of electric tools (mower, weed eater, blowers, etc) at this site.
6. Empty and reline trash cans at back turf area – 2 cans at each visit.

#	Category B –Service Level 3	Location	Monthly Cost
B1	Madonna Islands ^{1,2}	Madonna Islands between 101 Freeway on Ramps to 570 feet southwest of Dalidio (4 islands)	120.00
B2	Murray Islands ^{1,3}	Murray between Santa Rosa and Broad (4 islands)	379.00
B3	Elsford Park & Extension ¹	San Luis Drive, California to the property line at 1680 San Luis Drive, from street to the creek	190.00
B4	Eto Park	End of Brook Street West Side 170 Brook St.	95.00
B5	Prado Rd. Medians ^{1,2}	Prado medians and traffic circle from 425 ft. west of Serra Meadows to 825 ft. east of Serra Meadows	379.00
B6	Cheng Park	Corner of Marsh & Santa Rosa 1095 Marsh	95.00
B7	Railroad Recreation Bike Trail ^{4,5}	From Orcutt Road to Jennifer Street bridge at UPRR train depot parking lot	379.00
B8	Bill Roalman Bicycle Boulevard	End of Morro at Santa Barbara adjacent to 1814 Morro	95.00
B9	South Street Soundwall & 5 medians, Higuera to Broad ^{1,2}	Bus stop on South St. near Higuera - ends at Beebee;6 Islands from Higuera to Broad St.	120.00
B10	Tank Farm Road Sound Wall ²	Both sides of Tank Farm from Broad to RR tracks includes small median under train trestle	476.00
B11	Tank Farm Road Extension	South side of Tank Farm from east side RR tracks to Orcutt/Islay Park Note: Round about and medians are maintain by Righetti Ranch HOA	284.00
B12	Corporation Yard	25 Prado Road	190.00

Category B Notes:

1. Maintain non-landscaped areas free of weeds and rodents
2. Maintain all stamped concrete areas on traffic islands
3. No Chemical use at this location - NO Spray Zone
4. Weed Abate around tree bases mid-May so the Park Maintenance crews can flail mow all the flat areas – annually.
5. Weed Abate slope between 2125 Rachel & 2177 Bushnell this includes knocking down Castor bean plants.

#	Category C –Service Level 4	Location	Monthly Cost
C1	Los Osos Valley Road Islands ¹	Los Verdes Medians near Higuera (2)	N/A
		Froom Ranch (2 medians)	N/A
		Madonna (1 median)	N/A
		Descanso (1 median)	N/A
		Diablo (1 median)	N/A
C2	Los Osos Valley Road Soundwall ⁵	North side of Los Osos Valley Road- from Royal Way to Oceanaire, & from Laguna School to Let It Be Open Space	N/A
C3	Madonna Road Frontage Roads ^{2, 8}	Both sides of Madonna Road from Oceanaire to Pereira	N/A
C4	Madonna/Higuera Triangles ³	Madonna at Higuera intersection 3 islands total includes long median on Higuera from Madonna to South St.	N/A
C5	Johnson Avenue Railroad Underpass & Triangle Median at San Luis Dr, Also Median on Ella intersection ³	South of Buchon St. to the east side of underpass, both sides of Johnson including the planted area around the pump station and the drainage basin to the east & Triangle Median; Ella small median on Ella SW off of Johnson	N/A
C6	Grand Avenue Islands ³	Grand from Monterey to Slack	N/A
C7	Broad Street Islands ³	Medians on Broad St. from Santa Barbara to Capitolio (4 islands)	N/A
C8	Orcutt Islands & Frontages ³	Islands on Orcutt and frontages at Laurel Lane intersection between Broad St & Laaurel Ln.	N/A
C9	Santa Rosa Street Median Islands ^{3, 4}	Santa Rosa Hwy 1 from Oak to Westmont (6 Islands)	N/A
C10	Goldenrod Frontage	Street landscaping at the end of Goldenrod between 904 & 947 Goldenrod & portions of Northeast corner of 984 Goldenrod at Larkspur and at bridge	N/A
C11	Portola Fountain Triangle ³	Higuera at Marsh including triangle south westside of intersection next to 396 Higuera	N/A
C12	Brizzolara Soundwall	West side of Brizzolara from 690/691 to 461 along 101NB Freeway soundwall	N/A
C13	Calle Joaquin ⁹	Calle Joaquin from LOVR to 840 feet southeast of LOVR	N/A
C14	Las Praderas Soundwall & Tank Farm Islands & Higuera Islands ³	West side of lower Higuera at Las Praderas, 300 feet in both directions, small traffic signal island at Tank Farm and (2) islands on Tank Farm at from Higuera to 315 feet SE of Long St.; 2 small concrete islands on Higuera turn pockets to both shopping centers.	N/A
C15	Las Praderas Park	Area at end of Las Praderas between 18 and 28 Mariposa	N/A
C16	Monterey Street Railroad Underpass	Between Pepper and UPRR right of way, from Palm to Higuera, and both sides under the underpass to the east side of the property lines	N/A

#	Category C –Service Level 4	Location	Monthly Cost
C17	Bishop Street Frontage	Parkway & slope West of Augusta to the water tank drive approach	N/A
C18	Edna/Islay Creek Walk ⁹	Wavertree St. at Iron Bark to Spanish Oaks includes entrance between 4542 & 4546; and 4392 & 4410 Wavertree St.	N/A
C19	Calle Joaquin Park N Ride ⁷	Park N Ride parking lot between Hampton Inn entrance & Rose Garden Hotels to Calle Joaquin cul-de-sac (not Taco Temple parking lot)	N/A
C20	Santa Rosa Highway Monument Sign ⁶	Large SLO entry monument sign at the corner of Santa Rosa/Highland/Chorro corner	N/A

Category C Notes:

1. Weed abatement, frontage road from Fire Station #4 south to Froom Ranch Rd every November/December & May/June. Remove trash, sediment, and debris on a monthly basis in island and at any catch basins.
2. Maintain the lower bottlebrush near Oceanaire & Pereira at 36 inches. Trim bottlebrush to maintain visibility of all road signs. City will prune all other bottlebrush once a year.
3. Maintain all stamped/rockscaped concrete areas & gutters on traffic islands.
4. Cut back all ornamental grasses in March
5. Empty and reline trash can at bus stop
6. Includes small median on Highland keep weed free.
7. Includes through cleaning of parking lot parking surface including leaves and grease/oil in March of each Year.
8. Spray herbicide under Bottlebrush both sides of Madonna and the Madonna frontage roads twice a year. Once in early winter after the first rains and then again in early spring.
9. Create a 3 foot wide buffer zone behind sidewalk.

#	Category D –Service Level 5	Location	Visit Cost (Each)
D1	Auto Park Way Circle	East end of Auto Park Way at Los Osos Valley Road (Island)	N/A
D2	Upper Buena Vista Circle	Median at east end of Buena Vista	N/A
D3	Los Cerros Drive Walkway	North end of Los Cerros to footbridge at Highland Dr.	N/A
D4	Ferrini Open Space ¹	On Patricia south of Anacapa across the street from 859 & 847 Patricia	N/A
D5	Highway 101 Entrance Signs ^{1,5}	Northbound 101 between LOVR and Prado Rd Southbound 101 north of Reservoir Canyon Rd.	N/A
D6	Let It Be Open Space ¹	East side of Los Osos Valley Road from Diablo to City Limits and to fence (50 ft. wide to 370 feet long – Approx.)	N/A
D7	Vista Lago-Collados Lake Access ¹	Natural area between the end of Vista Collados, including the south edge of the road and all of the area north of the road to the lake	N/A
D8	Vista Lago Lake Overlook ⁴	Vacant lot between 1168 & 1174 Vista Lago	N/A
D9	Anacapa Circle	Median on Anacapa off of Patricia including the parking space area	N/A
D10	Target/Froom ^{2,3}	Bio-swale North side of LOVR from the entrance to Target Shop.Cntr. to Fire Station # 4 (2 times per year typical – provide per visit cost for Spring and Fall maintenance)	N/A
D11	Cypress Island ⁶	South Higuera east side of Granada (4 times per year typical – provide per visit cost)	N/A
D12	Prado Road Soundwall ⁶	Soundwall on north side of Prado Road, east of Higuera (4 times per year typical – provide per visit cost)	N/A
D13	San Luis Drive Frontage – East	North end of San Luis Drive landscape between the road and creek (2 times per year typical – provide per visit cost for Spring and Fall maintenance)	N/A
D14	San Luis Drive Frontage – West	California to 1424 San Luis Drive (near Johnson) (2 times per year typical – provide per visit cost for Spring and Fall maintenance)	N/A
D15	Railroad Recreational Trail and new bike trail bridge behind the CHP Office ⁸	West of California Blvd, from Cal Poly to Taft (US 101) This includes the new Bike trail behind the CHP Office from Taft St. to Mill St. (4 times per year typical Minimum – provide per visit cost for maintenance)	N/A

D16	Calle Joaquin Rd 7	Parkway long South Bound 101 FW from end of Hampton Inn Cul-de-sac to billboard	N/A
D17	Ferrini Bike Easement	Part of the Ferrini bike path in the Seventh Day Adventist Church Open Space (4 times per year typical – provide per visit cost for maintenance)	N/A

Category D Notes:

1. Weed abatement each year at end of May/mid-June
2. Weed abatement, frontage road from Fire Station #4 to Froom Ranch Rd every May/June. Remove trash, sediment, and debris on a monthly basis in island and at any catch basins weed abate minimum of 2 times per year.
3. No work until final acceptance from the developer, currently schedule for City maintenance July 2016
4. Maintain non-landscape areas free of weeds and rodents
5. Northbound Hwy 101 weed control in front of sign and along fence line
6. Maintain non-landscape areas free of weeds and rodents.
7. Weed abate and spray herbicide minimum of twice a year Late Fall after first rains and again in late Spring.
8. Note: The New Bike trail bridge behind the CHP office is under construction at this time. Should be completed by April of 2021.

#	Category E–Service Level 2 Parking Lot Landscape Areas	Location	Monthly Costs
E1	Amtrak/Railroad Square ¹	Train Station off Osos Street from Roundhouse to Santa Rosa Streets	1178.00
E2	Museum Lot 9	Off Monterey next to Museum	88.00
E3	630 Monterey Lot 14	Corner Monterey, Nipomo & Palm	106.25
E4	Art Center Lot 15	Corner Monterey & Broad	105.00
E5	Nipomo Lot 10	Corner of Higuera & Nipomo	300.00
E6	Palm Street Parking Garage	Palm and Morro	200.00
E7	Marsh Street Parking Garage	In block bordered by Marsh, Morro, Pacific and Chorro; Includes pots in front of Post Office	318.00
E8	919 Parking Garage	Corner Morro and Palm Streets	194.00
E9	Downtown sidewalk bulbout planters (4) ²	Mid-block Monterey, Morro to Chorro; Higuera & Marsh streets, Morro to Chorro, at Ross on Higuera & at Post Office on Marsh	545.00

Category E Notes: This category is an add/alt which may not be awarded pending review by the City.

1. Annual weed abatement, end of Church St. and between RR tracks and parking lot from Jennifer St. bridge to High St. and RR Museum site.
2. Bulbout planter in front of 'Ross Dress for Less' on Higuera – litter & debris removal only. Plant material maintained by volunteers.

#	Category T--Service Level 3	Location	Monthly Cost
T1	SLO City Bus Barn Parking Lot	29 Prado Rd. – Behind City Corporation Yard and next to the WRRF Facility – Bus Facility Parking Lot	N/A

#	Category F--Service Level 6	Location	Visit Cost (Each)
F1	Union Pacific Railroad Right of Way ¹	Railroad right of way from 300 ft. west of Foothill to RR mile marker post 251 (Approx. 5 miles long)	10,600.00
		Annual Spring (Mid- May)	15,000.00
		Annual Fall (Late November)	15,360.00

Category F Notes:

1. Spring and Fall complete vegetation abatement, including small tree removals, and debris and trash removal. Fall visit, include tree trimming. Spring abatement must be completed prior to June 1 of each year. Note also that the UPRR right of way widths vary for this site.

#	Category W–Service Level 7	Location	Monthly Cost
W1	Water Resource Recovery Facility (WRRF) ¹	35 Prado Rd Turf, groundcover and shrubs along drive fence line to bus yard and WRRF entrance as well as areas throughout facility	N/A
W2	Weed Abatement at Out Fall by the WRRF water pond area	Areas by the WRRF outfall the gps coordinates are 35.244281, -120.680472 . Cost per visit in Spring & Fall	N/A
W3	Weed Abatement on South Higuera and parallel to bridge where it meets 101 Freeway	Weed abate areas at bridge the gps coordinates are 35.231945, -120.689044 Cost per visit in Spring & Fall.	N/A

Category W Notes:

1. Please Note this facility will be under construction for approximately 2.5 years so areas of maintenance will vary.

#	Category SD–Service Level 8 Weed Abatement areas for Streets Department	Location	Cost per Visit
SD1	Cerro Romauldo	Along the drainage ditch from Church St. to Jeffery St.	N/A
SD2	Toro Street	The bridge behind Smart & Final	N/A
SD3	Marsh Street North bound freeway off ramp	Marsh Street freeway north bound off ramp exit at Higuera & next to building	N/A
SD4	Abbott Street	Slopes on Abbott from Grand Ave. to Henderson Ave.	N/A
SD5	Tank Farm Road	North slopes on Tank Farm Rd. from UPRR train trestle to Orcutt	N/A
SD6	4401 Spanish Oaks	SW slopes on Tank Farm Rd just past heading east on Orcutt	N/A
SD7	3265 Rockview	Small lot on Rockview between 3271 Rockview & Crystal Springs Water Plant	N/A
SD8	3450 Broad St.	Bus stop area at 3450 Broad St. across the street from Rockview	N/A
SD9	Bullock & Orcutt	SE & SW corner of Bullock & Orcutt bio swell also lot across Bullock	N/A
SD10	Bus Stop on Orcutt	Bus stop on Orcutt just SE of Bullock tied to SD 9 above	N/A
SD11	Orcutt Bus Stop	SW parkway on Orcutt at bus stop across the street from Duncan St.	N/A
SD12	Bishop St. Extension	Vacant lot on Bushnell between 2287 & 2241 Bushnell St.	N/A
SD13	Calle Joaquin North	Parkway along the 101 Freeway fence across the street from AAA & Motel 6 to end of cul-de-sac	N/A
SD14	Rubio Ln.	Slopes behind the houses between 1346 to 1317 Rubio Ln.	N/A

SD15	LOVR creek underpass	Drainage area above creek at guardrail across the street from the golf course between Laguna & Oceanaire Sts.	N/A
SD16	Tank Farm Rd & Orcutt Intersection	Intersection of Orcutt & Tank Farm Rd.NE side and around the pepper tree	N/A
SD17	Highland Median	Small median on Highland SW of Santa Rosa and at N. Chorro intersection	N/A
SD18	Graves St.	At corner of Graves St. & Loomis small 20 ft. wide vacant lot adjacent to 1886 Loomis	N/A
SD19	Perfumo Canyon Rd.	Bridge on Perfumo Canyon Rd. both side of bridge by Irish Hills parking lot trail head.	N/A
SD20	Broad St. Parkway	Parkway on SW side of Broad St. from Rockview to Damon - Garcia Sports Park	N/A
SD21	Orcutt R.O. W.	Both sides of right of way from Tank Farm Rd. to Johnson Ave.	N/A
SD22	1382 Taft St.	Slope area from Kentucky St. to 1382 Taft St.(end) along north side of fence not CALTRANS side	N/A
SD23	Calle Joaquin South	Parkway on Calle Joaquin from KSBY TV Station to Hampton Hotel along SB 101 Freeway	N/A
SD24	Peach St. along creek top	Trim back poison oak and grasses on Peach St. & bike path from Nipomo to 660 Peach St.	N/A
SD25	Loomis St. at intersection of Buena Vista.	101 Freeway side of parkway on Loomis St. between Grand Ave. & Santa Ynez	N/A
SD26	Orcutt Detention Basin ¹	Large detention basin on Orcutt west side between Sacramento and UPRR tracks	N/A

Category SD Notes:

1. This basin is normally maintained by the AVIVO HOA but the City is requesting a cost per visit as a back up. Do not weed abate unless directed by the City.

#	Category PM–Service Level 8 Weed Abatement areas for Park Maintenance	Location	Cost per Visit
PM1	San Luis Dr.	ROW on San Luis Dr. from Johnson Ave. to California Blvd.	N/A
PM2	Ella-Rachel / Terrace Hills slope	Weed abate 40 foot swath area behind homes from 1515 Ella to 1073 Pauline (2094 Rachel Ln.	N/A
PM3	San Carlos/Del Campo (open space) & off of Bushnell	40 foot swath weed abatement behind homes from 1015 San	N/A

		Carlos to 2457 Leona; also the open space between home at 2287 and 2339 Bushnell (approx. 50 x 200 feet)	
PM4	Slopes Behind Sinsheimer Ball Park	Weed abate area behind Sinsheimer stadium and the SLO Public School bus barn to along the Bike Path	N/A
PM5	OH Great Spirit Statue on Prado & Higuera	SW corner of Higuera & Prado	N/A

#	Category NR–Service Level 8 Weed Abatement areas for Natural Resources	Location	Monthly Cost
NR1	El Captain Property Off of Poinsettia	Weed abate small natural area between Poinsettia & El Captain to bridge	N/A
NR2	4624 Poinsettia	Weed abate small basin off of HOA service road.	N/A
NR3	Goldenrod and Rosemary	Weed abate area northwest side	N/A
NR4	Open Space behind homes on Goldenrod	Weed abate 40-foot swath behind homes on Goldenrod between 955 to 989 Goldenrod.	N/A
NR5	Open Space behind homes on Goldenrod	Weed abate 40 swath behind homes on Goldenrod between 904 to 906 Goldenrod.	N/A
NR6	Loma Bonita Slope	Weed abate slope 40 foot swath behind the homes on Loma Bonita from 166 to 270 Loma Bonita	N/A
NR7	South Hills Slopes	Weed abate 40 foot swath behind homes on DeVaul Ranch Rd. between Costco SC & Madonna Rd.	N/A
NR8	Irish Hills Slopes	Weed abate 40 foot swath behind homes between Madonna Rd & Royal (Sterling)	N/A
NR9	Lizzie St. cul-de-sac Slope	Weed abate a 40 to 100 foot swath behind the home at 1645 Lizzie St.	N/A
NR10	Spanish Oak Dr. Slopes	Weed abate 40 to 100 foot swath behind the homes on Spanish Oaks from Orcutt to 4599 Spanish Oaks Dr.	N/A
NR11	Spanish Oaks Dr. & Creek Area	Trim back shrub and tree branches along the fence line of 1370 Spanish Oaks Dr.	N/A
NR12	Open Space at the End of Highland Dr./Brittany (Trailhead to Bishop Peak)	Weed abate the open space are at end of Highland Dr/Brittany from street to fence line to toe of slope. Also across the street from 2 Highland	N/A
#	Category TEMP HELP–Service Level 9 Temporary help at designated parks	Location	Monthly Cost
TH-A	Santa Rosa Skate Park	Provide 3 hours of temporary help at Santa Rosa Skate Park	N/A
TH-B	Sinsheimer Park	Provide 3 hours of temporary help at Sinsheimer Park Tennis courts and Playground cleaning	N/A

SECTION K: UNIT COST FORM

The Contractor will provide all labor, equipment, and materials to install the following items on request in accordance with City Specifications at the lump sum price of:

Item	Unit	Unit Price
1 gallon plant	each	18.00
5 gallon plant	each	48.00
15 gallon plant	each	150.00
15 gallon tree with stakes and ties (Per specification 8220 - 8250)	each	175.00
24" box tree with stakes and ties (Per specification 8220 - 8250)	each	450.00
Turf type sod	per sq. ft.	3.50
Re-Seed Turf areas	per sq. ft.	2.00
Ground cover from flats	per flat	75.00
Bark mulch installation (labor and materials)	per cubic yard	125.00
Bark mulch installation (General labor only) (Supervisor)	per hour per hour	45.00 85.00
Irrigation Repairs (General labor) (Supervisor)	per hour per hour	75.00 95.00
Weed Abatement (General labor) (Supervisor)	per hour per hour	45.00 85.00
Emergency Work (General labor) (Supervisor)	per hour per hour	125.00 165.00

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

Firm Name and Address

Allweather Landscape Maintenance	
P.O.Box 6734	
Santa Maria Ca 93456	
Contact Neil Towery	Phone 805-868-7643

Signature of Authorized Representative

	Date 12-23-20
---	---------------

REFERENCES

Number of years engaged in providing the services included within the scope of the specifications under the present business name: 36 years.

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	Santa Barbara County
Contact Name	Traci Lothery
Telephone & Email	805-934-6506, tlothery@countyofsb.org
Street Address	Multiple Locations
City, State, Zip Code	Santa Maria CA
Description of services provided including contract amount, when provided and project outcome	We provide Landscape Maintenance for the North County field office sites for the past 10years.

Number of years engaged in providing the services included within the scope of the specifications under the present business name: 39 years.

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	Santa Barbara County
Contact Name	Traci Lothery
Telephone & Email	805-934-6506, tlothery@countyofsb.org
Street Address	Multiple Locations
City, State, Zip Code	Santa Maria CA
Description of services provided including contract amount, when provided and project outcome	We provide Landscape Maintenance, Landscape Enhancements for the North County field office sites for the past 10years. To include but not limited to irrigation audits and repairs. This contract is ongoing.

Reference No. 2:

Agency Name	Newmark Merrill
Contact Name	Marja Price
Telephone & Email	805-495-4662, mprice@newmarkmerrill.com
Street Address	2501 S Broadway
City, State, Zip Code	Santa Maria CA 93455
Description of services provided including contract amount, when provided and project outcome	We provide landscape maintenance services, irrigation audit and repair. Pressure washing and day porter services for several locations with in Newmark Merrill's portfolio. These services are still ongoing from a 2016 contract and have Grown over the past 4 years.

Reference No. 3

Agency Name	The Safran Group
Contact Name	Tony Guy
Telephone & Email	805-878-0221, tony.guy@safrangroup.com
Street Address	2850 Skyway
City, State, Zip Code	Santa Maria, CA 93455
Description of services provided including contract amount, when provided and project outcome	We have provided several services for The Safran Group over the past 5 years. To include 5 acres of Landscape Enhancements, Landscape Maintenance and Landscape design. These services are ongoing and have grown to include several other properties.

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.**

AMENDMENT TO AGREEMENT

AMENDMENT NO. 1

**AGREEMENT TO PROVIDE LANDSCAPE MAINTENANCE SERVICES
SPECIFICATION NO. 50200-2020LS**

THIS AMENDMENT TO AGREEMENT is made and entered in the City of San Luis Obispo on October 13, 2021 by and between the CITY OF SAN LUIS OBISPO, a municipal corporation, herein after referred to as City, and AllWeather Landscapes, Inc. hereinafter referred to as Contractor.

WITNESSETH:

WHEREAS, on October 15, 2021 the City entered into an Agreement with Contractor for Landscape Maintenance Services per Specification No. 50200-2020LS; and

WHEREAS, the City desires to amend the agreement to provide weekly Landscape Maintenance Services for the French Park (1040 Fuller), Islay Park (1511 Tank Farm Rd.) and Adobe Rodriguez Park (1341 Purple Sage) commencing on October 15, 2021; and

WHEREAS, the Contractor has agreed to provide additional weekly Landscape Maintenance Services for the French Park (1040 Fuller), Islay Park (1511 Tank Farm Rd.) and Adobe Rodriguez Park (1341 Purple Sage). This is a temporary landscape maintenance service, by the Contractor until the permanent fulltime employee position is filled.

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

1. The scope of services and related compensation is hereby amended as set forth in Exhibit 'A' attached hereto.
2. All other terms and conditions of the Agreement remain in full force and effect.

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

CITY OF SAN LUIS OBISPO

By: 

Matt Horn, Director of Public Works

CONTRACTOR

By: 

AllWeather Landscapes, Inc.



ALLWEATHER LANDSCAPE

October 13, 2021

City of San Luis Obispo
Attn: Adam
1260 Chorro St
San Luis Obispo CA 93401
abasden@slocity.org

Site Address: Rodriguez Adobe Park

CONTRACTOR AGREES:

To furnish all labor, supervision, tools and equipment necessary to maintain the landscaped areas.

TERMS:

Contractor shall provide landscape maintenance service in conformity with this agreement:

FOR THE PRICE OF: \$750.00 per month

CONTRACT DURATION:

The original term of this agreement is week to week, and will automatically continue for successive one week unless cancelled by either of us in writing at least ten (10) days before the end of the original term or any renewal term.

RESPONSIBILITIES: Contractor shall maintain the landscaped areas in accordance with the following specifications and conditions.

LAWNS: Mow and edge Weekly Bi-Weekly Bi-Monthly None all turf areas.

WEED ABATEMENT:

Contractor shall keep all non-turf or planted areas to minimum height of 4" of native grasses, use of chemicals to be determined by staff if necessary. Included Excluded

P.O. Box 6734, Santa Maria, CA 93456 Phone: 805.922.0580 Fax: 805.310.4947
www.allweatherlandscapes.com

1 of 2

AUTOMATIC IRRIGATION: Shall be accomplished on a scheduled basis with such frequency and quantity as to promote healthy growth and prevent dry areas. This shall be accomplished by checking the irrigation and adjusting the automatic controller based on changes in rainfall and temperature. Quarterly assessments included in this contract regardless of weather changes. Any repairs to the automatic irrigation systems and all accessories thereto will be

Included Minor Repairs (Excluding Main line breaks, RP and controller repairs or valve replacement) After first assessment of system, and repairs are complete, system to be in working order.

Excluded from this agreement with an estimate provided for prior approval.

TREES, SHRUBS, AND VINES: The pruning, thinning, and trimming of shrubs and trees, and training and trimming of vines shall be accomplished on a regular basis to maintain a neat appearance and promote healthy growth. Work will include removal of suckers, cross branches and dead wood. Existing staking and guying of trees shall be inspected regularly and changed as required to permit growth expansion. Guying of trees shall be deemed an absolute extra. Pruning of trees above eight feet shall be accomplished by a professional tree surgeon upon approval by owner and shall be billed as an extra.

GROUND COVER MAINTENANCE: Shall consist of trimming ground cover where needed around trees, shrubs, etc. Beds are to be weeded and cleaned of leaves and debris on a regular basis to maintain a neat and clean appearance.

FERTILIZER:

Shall be applied as necessary to maintain healthy growth. Application shall be determined by the time of the year, type of soil and type and condition of the plants and will be

Included Excluded

WEED CONTROL:

Various chemicals for weeds and grass abatement, i.e. round up and fusillade will be

Included Excluded

COLOR IN-FILL / MAINTENANCE:

Contractor shall maintain the color area landscape. This would cover any required removing/replacing color plantings as needed. The application of any weed control, snail bait and fertilizer for these areas. Included Excluded

BARK IN-FILL/ MAINTENANCE:

Contractor to provide 0 yard of walk on bark in fill per month, Bark placement to be determine by staff. Included Excluded

BLOWING, INCIDENTAL DEBRIS:

Contractor to pick up and remove all incidental debris from property prior to mowing or using any equipment. Contractor to blow property clean after completing all maintenance items each visit or as deemed necessary by City.

INSECTS, DISEASE, FUNGUS:

Other pests on trees, shrubs, ground cover and lawn weeds shall be controlled. Control of these shall be accomplished as necessary. Any pre-existing conditions that are detrimental to plant growth are not the responsibility of the contractor, and correction of this condition is an extra.

EXCLUSIONS:

The contractor shall not be responsible for vandalism, theft, adverse natural conditions, or anything beyond the control of the contractor.

INSPECTION:

Contractor and staff shall make a weekly inspection of the grounds as needed by either party.

EXTRAS:

The owner shall continuously furnish and pay for utilities such as water and power. Contractor shall furnish, and owner shall pay for: additional plant materials, tree stakes, tree ties, dump fees, and various chemicals for insect, disease and pest control. These materials keep the landscaped areas healthy and attractive.

WORKING DAYS SCHEDULE:

Regular schedule will be Weekly Bi-Weekly Bi-Monthly

INSURANCE:

Contractor shall maintain the following insurance policies:

GENERAL LIABILITY

WORKMANS COMPENSATION

HERBICIDE - PESTICIDE

VEHICLE

DEFAULT NOTICE:

In the event items or conditions are to be corrected or remedied, owner agrees to provide contractor with adequate notification of said items. Owner further agrees to allow contractor time to remedy those items or conditions.

We have read, understand, and agree to all terms of this contract and we accept this proposal and agree to be so bound.

Allweather Landscape, Inc. is hereby authorized to perform the above maintenance program commencing upon receipt of written authorization.

Amendment # 1

EXHIBIT 'A'

French Park (1040 Fuller.)

- 1). Mow & edge turf on a weekly basis
- 2). Remove dead shrubs
- 3). Eradicate broadleaves and grassy weeds in shrub planters
- 4). Trim shrubs
- 5). Eradicate gophers on a continual basis.
- 6). Check irrigation system and make repairs as needed
NOTE: City of San Luis Obispo will provide parts for any missing or broken heads found in the initial irrigation check(one time only). AllWeather Landscape will provide Labor and replace broken or missing heads/irrigation repairs at no costs to the City.
After initial irrigation repairs, AllWeather Landscape will be responsible for replacement of irrigation heads and repairs as per the Landscape Contract Specification No. 50200-2020LS with the City of San Luis Obispo.
- 7). AllWeather Landscape will follow the present Agreement Contract Specification No., 50200-2020LS - Service Level 2.

The amount to provide the landscape services is \$1495.00 /month.

Adobe Rodriguez Park (1341 Purple Sage.)

- 1). Mow & edge turf on a weekly basis
- 2). Remove dead shrubs
- 3). Eradicate broadleaves and grassy weeds in shrub planters & along paved areas within the Park's boundry parking lots/barriers.
- 4). Trim shrubs
- 5). Eradicate gophers on a continual basis.
- 6). Check irrigation system and make repairs as needed
NOTE: City of San Luis Obispo will provide parts for any missing or broken heads found in the initial irrigation check (one time only). AllWeather Landscape will provide Labor and replace or missing heads/irrigation

repairs at no costs to the City.

After initial irrigation repairs, AllWeather Landscape will be responsible for replacement of irrigation heads and repairs as per the Landscape Contract Specification No. 50200-2020LS with the City of San Luis Obispo.

- 7) AllWeather Landscape will follow the present Agreement Contract Specification No., 50200-2020LS – Service Level 2.

The amount to provide the landscape services is \$750.00month.



ALLWEATHER LANDSCAPE

October 13, 2021

City of San Luis Obispo
Attn: Adam
1260 Chorro St
San Luis Obispo CA 93401
abasden@slocity.org

Site Address: Islay Hill Park

CONTRACTOR AGREES:

To furnish all labor, supervision, tools and equipment necessary to maintain the landscaped areas.

TERMS:

Contractor shall provide landscape maintenance service in conformity with this agreement:

FOR THE PRICE OF: \$895.00 per month

CONTRACT DURATION:

The original term of this agreement is week to week, and will automatically continue for successive one week unless cancelled by either of us in writing at least ten (10) days before the end of the original term or any renewal term.

RESPONSIBILITIES: Contractor shall maintain the landscaped areas in accordance with the following specifications and conditions.

LAWNS: Mow and edge Weekly Bi-Weekly Bi-Monthly None all turf areas,

WEED ABATEMENT:

Contractor shall keep all non-turf or planted areas to minimum height of 4" of native grasses, use of chemicals to be determined by staff if necessary. Included Excluded

P.O. Box 6734, Santa Maria, CA 93456 Phone: 805.922.0580 Fax: 805.310.4947
www.allweatherlandscapes.com

1 of 2

AUTOMATIC IRRIGATION: Shall be accomplished on a scheduled basis with such frequency and quantity as to promote healthy growth and prevent dry areas. This shall be accomplished by checking the irrigation and adjusting the automatic controller based on changes in rainfall and temperature. Quarterly assessments included in this contract regardless of weather changes. Any repairs to the automatic irrigation systems and all accessories thereto will be

Included Minor Repairs (Excluding Main line breaks, RP and controller repairs or valve replacement) After first assessment of system, and repairs are complete, system to be in working order.

Excluded from this agreement with an estimate provided for prior approval.

TREES, SHRUBS, AND VINES: The pruning, thinning, and trimming of shrubs and trees, and training and trimming of vines shall be accomplished on a regular basis to maintain a neat appearance and promote healthy growth. Work will include removal of suckers, cross branches and dead wood. Existing staking and guying of trees shall be inspected regularly and changed as required to permit growth expansion. Guying of trees shall be deemed an absolute extra. Pruning of trees above eight feet shall be accomplished by a professional tree surgeon upon approval by owner and shall be billed as an extra.

GROUND COVER MAINTENANCE: Shall consist of trimming ground cover where needed around trees, shrubs, etc. Beds are to be weeded and cleaned of leaves and debris on a regular basis to maintain a neat and clean appearance.

FERTILIZER:

Shall be applied as necessary to maintain healthy growth. Application shall be determined by the time of the year, type of soil and type and condition of the plants and will be

Included Excluded

WEED CONTROL:

Various chemicals for weeds and grass abatement, i.e. round up and fusillade will be

Included Excluded

COLOR IN-FILL / MAINTENANCE:

Contractor shall maintain the color area landscape. This would cover any required removing/replacing color plantings as needed. The application of any weed control, snail bait and fertilizer for these areas. Included Excluded

BARK IN-FILL/ MAINTENANCE:

Contractor to provide 0 yard of walk on bark in fill per month, Bark placement to be determine by staff. Included Excluded

BLOWING, INCIDENTAL DEBRIS:

Contractor to pick up and remove all incidental debris from property prior to mowing or using any equipment. Contractor to blow property clean after completing all maintenance items each visit or as deemed necessary by City.

INSECTS, DISEASE, FUNGUS:

Other pests on trees, shrubs, ground cover and lawn weeds shall be controlled. Control of these shall be accomplished as necessary. Any pre-existing conditions that are detrimental to plant growth are not the responsibility of the contractor, and correction of this condition is an extra.

EXCLUSIONS:

The contractor shall not be responsible for vandalism, theft, adverse natural conditions, or anything beyond the control of the contractor.

INSPECTION:

Contractor and staff shall make a weekly inspection of the grounds as needed by either party.

EXTRAS:

The owner shall continuously furnish and pay for utilities such as water and power. Contractor shall furnish, and owner shall pay for: additional plant materials, tree stakes, tree ties, dump fees, and various chemicals for insect, disease and pest control. These materials keep the landscaped areas healthy and attractive.

WORKING DAYS SCHEDULE:

Regular schedule will be Weekly Bi-Weekly Bi-Monthly

INSURANCE:

Contractor shall maintain the following insurance policies:

GENERAL LIABILITY

WORKMANS COMPENSATION

HERBICIDE - PESTICIDE

VEHICLE

DEFAULT NOTICE:

In the event items or conditions are to be corrected or remedied, owner agrees to provide contractor with adequate notification of said items. Owner further agrees to allow contractor time to remedy those items or conditions.

We have read, understand, and agree to all terms of this contract and we accept this proposal and agree to be so bound.

Allweather Landscape, Inc. is hereby authorized to perform the above maintenance program commencing upon receipt of written authorization.

Brian R. Basala

City of San Luis Obispo

10-14-2021

DATE

NTB

Allweather Landscape, Inc.

10.14.21

DATE

Amendment # 1

EXHIBIT 'A'

Islay Park

(1511 Tank Farm Rd..)

- 1). Mow & edge turf on a weekly basis
- 2). Remove dead shrubs
- 3). Eradicate broadleaves and grassy weeds in shrub planters
- 4). Eradicate gophers on a continual basis.
- 5). Trim shrubs
- 6). Check irrigation system and make repairs as needed
NOTE: City of San Luis Obispo will provide parts for any missing or broken heads found in the initial irrigation check(one time only). AllWeather Landscape will provide Labor and replace broken or missing heads/irrigation repairs at no costs to the City.
After initial irrigation repairs, AllWeather Landscape will be responsible for replacement of irrigation heads and repairs as per the Landscape Contract Specification No. 50200-2020LS with the City of San Luis Obispo.
- 7). AllWeather Landscape will follow the present Agreement Contract Specification No., 50200-2020LS.

The amount to provide the landscape services is \$895.00/month.



ALLWEATHER LANDSCAPE

October 13, 2021

City of San Luis Obispo
Attn: Adam
1260 Chorro St
San Luis Obispo CA 93401
abasden@slocity.org

Site Address: French Park

CONTRACTOR AGREES:

To furnish all labor, supervision, tools and equipment necessary to maintain the landscaped areas.

TERMS:

Contractor shall provide landscape maintenance service in conformity with this agreement:

FOR THE PRICE OF: \$1,495.00 per month

CONTRACT DURATION:

The original term of this agreement is week to week, and will automatically continue for successive one week unless cancelled by either of us in writing at least ten (10) days before the end of the original term or any renewal term.

RESPONSIBILITIES: Contractor shall maintain the landscaped areas in accordance with the following specifications and conditions.

LAWNS: Mow and edge Weekly Bi-Weekly Bi-Monthly None all turf areas,

WEED ABATEMENT:

Contractor shall keep all non-turf or planted areas to minimum height of 4" of native grasses, use of chemicals to be determined by staff if necessary. Included Excluded

P.O. Box 6734, Santa Maria, CA 93456 Phone: 805.922.0580 Fax: 805.310.4947
www.allweatherlandscapes.com

1 of 2

AUTOMATIC IRRIGATION: Shall be accomplished on a scheduled basis with such frequency and quantity as to promote healthy growth and prevent dry areas. This shall be accomplished by checking the irrigation and adjusting the automatic controller based on changes in rainfall and temperature. Quarterly assessments included in this contract regardless of weather changes. Any repairs to the automatic irrigation systems and all accessories thereto will be

Included Minor Repairs (Excluding Main line breaks, RP and controller repairs or valve replacement) After first assessment of system, and repairs are complete, system to be in working order.

Excluded from this agreement with an estimate provided for prior approval.

TREES, SHRUBS, AND VINES: The pruning, thinning, and trimming of shrubs and trees, and training and trimming of vines shall be accomplished on a regular basis to maintain a neat appearance and promote healthy growth. Work will include removal of suckers, cross branches and dead wood. Existing staking and guying of trees shall be inspected regularly and changed as required to permit growth expansion. Guying of trees shall be deemed an absolute extra. Pruning of trees above eight feet shall be accomplished by a professional tree surgeon upon approval by owner and shall be billed as an extra.

GROUND COVER MAINTENANCE: Shall consist of trimming ground cover where needed around trees, shrubs, etc. Beds are to be weeded and cleaned of leaves and debris on a regular basis to maintain a neat and clean appearance.

FERTILIZER:

Shall be applied as necessary to maintain healthy growth. Application shall be determined by the time of the year, type of soil and type and condition of the plants and will be

Included Excluded

WEED CONTROL:

Various chemicals for weeds and grass abatement, i.e. round up and fusillade will be

Included Excluded

COLOR IN-FILL / MAINTENANCE:

Contractor shall maintain the color area landscape. This would cover any required removing/replacing color plantings as needed. The application of any weed control, snail bait and fertilizer for these areas. Included Excluded

BARK IN-FILL/ MAINTENANCE:

Contractor to provide 0 yard of walk on bark in fill per month, Bark placement to be determine by staff. Included Excluded

BLOWING, INCIDENTAL DEBRIS:

Contractor to pick up and remove all incidental debris from property prior to mowing or using any equipment. Contractor to blow property clean after completing all maintenance items each visit or as deemed necessary by City.

INSECTS, DISEASE, FUNGUS:

Other pests on trees, shrubs, ground cover and lawn weeds shall be controlled. Control of these shall be accomplished as necessary. Any pre-existing conditions that are detrimental to plant growth are not the responsibility of the contractor, and correction of this condition is an extra.

EXCLUSIONS:

The contractor shall not be responsible for vandalism, theft, adverse natural conditions, or anything beyond the control of the contractor.

INSPECTION:

Contractor and staff shall make a weekly inspection of the grounds as needed by either party.

EXTRAS:

The owner shall continuously furnish and pay for utilities such as water and power. Contractor shall furnish, and owner shall pay for: additional plant materials, tree stakes, tree ties, dump fees, and various chemicals for insect, disease and pest control. These materials keep the landscaped areas healthy and attractive.

WORKING DAYS SCHEDULE:

Regular schedule will be Weekly Bi-Weekly Bi-Monthly

INSURANCE:

Contractor shall maintain the following insurance policies:

GENERAL LIABILITY

WORKMANS COMPENSATION

HERBICIDE - PESTICIDE

VEHICLE

DEFAULT NOTICE:

In the event items or conditions are to be corrected or remedied, owner agrees to provide contractor with adequate notification of said items. Owner further agrees to allow contractor time to remedy those items or conditions.

We have read, understand, and agree to all terms of this contract and we accept this proposal and agree to be so bound.

Allweather Landscape, Inc. is hereby authorized to perform the above maintenance program commencing upon receipt of written authorization.

Brian R. Sauls
City of San Luis Obispo

10-14-2021
DATE

NT Barry
Allweather Landscape, Inc.

10-14-21
DATE

AMENDMENT TO AGREEMENT
AMENDMENT NO. 2
AGREEMENT TO PROVIDE LANDSCAPE MAINTENANCE SERVICES
SPECIFICATION NO. 50200-2020LS

THIS AMENDMENT TO AGREEMENT is made and entered in the City of San Luis Obispo on December 07, 2021 by and between the CITY OF SAN LUIS OBISPO, a municipal corporation, herein after referred to as City, and AllWeather Landscapes, Inc. hereinafter referred to as Contractor.

WITNESSETH:

WHEREAS, on December 15, 2021 the City entered into an Agreement with Contractor for Landscape Maintenance Services per Specification No. 50200-2020LS; and

WHEREAS, the City desires to amend the agreement to provide weekly Landscape Maintenance Services for maintaining 20 – 42” round pots, ¹⁰⁸~~5~~ rectangular pots, & 6 existing rectangular pots on Monterey St. that create a barrier between the downtown parklets and the bike lane; and

WHEREAS, the Contractor has agreed to provide additional weekly Landscape Maintenance Services for maintaining 20 – 42” round pots, ¹⁰⁸~~5~~ rectangular pots, & 6 existing rectangular pots on Monterey St. that create a barrier between the downtown parklets and the bike lane; This is an ongoing landscape maintenance service, by the Contractor until both parties agree to terminate the services with a 30 day notice.

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

1. The scope of services and related compensation is hereby amended as set forth in Exhibit ‘A’ attached hereto.
2. All other terms and conditions of the Agreement remain in full force and effect.

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

CITY OF SAN LUIS OBISPO

By:

Matt Horn, Director of Public Works

CONTRACTOR

By:

AllWeather Landscapes, Inc.

EXHIBIT 'A'

Monterey St. Pot and Planter Landscape Monthly Services

AllWeather Landscape is to furnish all labor, supervision, tools, and equipment necessary to maintain the newly installed landscaped pots and planters on Monterey St. in the downtown area.

This includes 20 – 42" round pots

108 15 – rectangular pots

6 – existing pots .

This includes hand watering 2 times per week or as needed

Fill pot/planter bladder as needed after permanent placement

Topical water as needed to keep plant material alive

Removal of dead or broken branches

Trash/debris removal from inside pot/planter area container

Any additional pots/planters added will cost \$12.00 per pot/planter

The Contractor shall submit Certified Payroll as part of the monthly submittal

Damage of plant material by others shall be replaced and paid by the City

\$1613.00 per month
TOTAL ~~\$492.00~~ per month
12-8-21



ALLWEATHER LANDSCAPE

November 24, 2021

City of San Luis Obispo
Attn: Adam
1260 Chorro St
San Luis Obispo CA 93401
abasden@slocity.org

Site Address: Monterey Street pot planters

CONTRACTOR AGREES:

To furnish all labor, supervision, tools and equipment necessary to maintain the landscaped areas.

TERMS:

Contractor shall provide landscape maintenance service in conformity with this agreement:

FOR THE PRICE OF: \$492.00per month

- To include 20- 42" round pots, 15- rectangular pots, 6 existing pots and includes hand watering 2 times per week or as needed* Fill bladder as needed after permanent placement. Topical water as needed to keep plant material alive. To include trash/debris removal from inside the pot area. Any additional Pots added to be at \$12.00 per pot. Any plant replacement to be completed at predetermined contracted cost.

CONTRACT DURATION:

The original term of this agreement is week to week, and will automatically continue for successive one week unless cancelled by either of us in writing at least ten (10) days before the end of the original term or any renewal term.

RESPONSIBILITIES: Contractor shall maintain the landscaped areas in accordance with the following specifications and conditions.

LAWNS: Mow and edge Weekly Bi-Weekly Bi-Monthly None all turf areas,

P.O. Box 6734, Santa Maria, CA 93456 Phone: 805.922.0580 Fax: 805.310.4947
www.allweatherlandscapes.com

1 of 2

WEED ABATEMENT:

Contractor shall keep all non-turf or planted areas to minimum height of 4" of native grasses, use of chemicals to be determined by staff if necessary. Included Excluded

AUTOMATIC IRRIGATION: Shall be accomplished on a scheduled basis with such frequency and quantity as to promote healthy growth and prevent dry areas. This shall be accomplished by checking the irrigation and adjusting the automatic controller based on changes in rainfall and temperature. Quarterly assessments included in this contract regardless of weather changes. Any repairs to the automatic irrigation systems and all accessories thereto will be

Included Minor Repairs (Excluding Main line breaks, RP and controller repairs or valve replacement) After first assessment of system, and repairs are complete, system to be in working order.

Excluded from this agreement with an estimate provided for prior approval.

TREES, SHRUBS, AND VINES: The pruning, thinning, and trimming of shrubs and trees, and training and trimming of vines shall be accomplished on a regular basis to maintain a neat appearance and promote healthy growth. Work will include removal of suckers, cross branches and dead wood. Existing staking and guying of trees shall be inspected regularly and changed as required to permit growth expansion. Guying of trees shall be deemed an absolute extra. Pruning of trees above eight feet shall be accomplished by a professional tree surgeon upon approval by owner and shall be billed as an extra.

GROUND COVER MAINTENANCE: Shall consist of trimming ground cover where needed around trees, shrubs, etc. Beds are to be weeded and cleaned of leaves and debris on a regular basis to maintain a neat and clean appearance.

FERTILIZER:

Shall be applied as necessary to maintain healthy growth. Application shall be determined by the time of the year, type of soil and type and condition of the plants and will be

Included Excluded

WEED CONTROL:

Various chemicals for weeds and grass abatement, i.e. round up and fusillade will be

Included Excluded

COLOR IN-FILL / MAINTENANCE:

Contractor shall maintain the color area landscape. This would cover any required removing/replacing color plantings as needed. The application of any weed control, snail bait and fertilizer for these areas. Included Excluded

BARK IN-FILL/ MAINTENANCE:

Contractor to provide 0 yard of walk on bark in fill per month, Bark placement to be determine by staff. Included Excluded

BLOWING, INCIDENTAL DEBRIS:

Contractor to pick up and remove all incidental debris from property prior to mowing or using any equipment. Contractor to blow property clean after completing all maintenance items each visit or as deemed necessary by City.

INSECTS, DISEASE, FUNGUS:

Other pests on trees, shrubs, ground cover and lawn weeds shall be controlled. Control of these shall be accomplished as necessary. Any pre-existing conditions that are detrimental to plant growth are not the responsibility of the contractor, and correction of this condition is an extra.

EXCLUSIONS:

The contractor shall not be responsible for vandalism, theft, adverse natural conditions, or anything beyond the control of the contractor.

INSPECTION:

Contractor and staff shall make a weekly inspection of the grounds as needed by either party.

EXTRAS:

The owner shall continuously furnish and pay for utilities such as water and power. Contractor shall furnish, and owner shall pay for: additional plant materials, tree stakes, tree ties, dump fees, and various chemicals for insect, disease and pest control. These materials keep the landscaped areas healthy and attractive.

WORKING DAYS SCHEDULE:

Regular schedule will be Weekly Bi-Weekly Bi-Monthly

INSURANCE:

Contractor shall maintain the following insurance policies:

GENERAL LIABILITY

WORKMANS COMPENSATION

HERBICIDE - PESTICIDE

VEHICLE

DEFAULT NOTICE:

In the event items or conditions are to be corrected or remedied, owner agrees to provide contractor with adequate notification of said items. Owner further agrees to allow contractor time to remedy those items or conditions.

We have read, understand, and agree to all terms of this contract and we accept this proposal and agree to be so bound.

Allweather Landscape, Inc. is hereby authorized to perform the above maintenance program commencing upon receipt of written authorization.

Steven R. Bassler
City of San Luis Obispo

12-8-2021
DATE

Allweather Landscape, Inc.

DATE

AMENDMENT TO AGREEMENT

AMENDMENT NO. 3

AGREEMENT TO PROVIDE LANDSCAPE MAINTENANCE SERVICES

SPECIFICATION NO. 50200-2020LS

THIS AMENDMENT TO AGREEMENT is made and entered in the City of San Luis Obispo on February 22, 2022 by and between the CITY OF SAN LUIS OBISPO, a municipal corporation, herein after referred to as City, and AllWeather Landscapes, Inc. hereinafter referred to as Contractor.

WITNESSETH:

WHEREAS, on February 22, 2022 the City entered into an Agreement with Contractor for Landscape Maintenance Services per Specification No. 50200-2020LS; and

WHEREAS, the City desires to amend the agreement to provide weekly Landscape Maintenance Services for maintaining additional 58 22" X 54" – rectangular planters on Marsh St. and Higuera St. that create a barrier between the downtown newly installed medians and the bike lane; and

WHEREAS, the Contractor has agreed to provide additional weekly Landscape Maintenance Services for maintaining additional 58 22" X 54" – rectangular planters on Marsh St. and Higuera St. that create a barrier between the downtown newly installed medians and the bike lane; This is an ongoing landscape maintenance service, by the Contractor until both parties agree to terminate the services with a 30 day notice.

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

1. The scope of services and related compensation is hereby amended as set forth in Exhibit 'A' attached hereto.
2. All other terms and conditions of the Agreement remain in full force and effect.

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

CITY OF SAN LUIS OBISPO

By: Matt Horn

Matt Horn, Director of Public Works

CONTRACTOR

By: R. J. Gray NOLAN

AllWeather Landscapes, Inc.

Amendment #3

EXHBIT 'A'

Monterey St. Pot and Planter Landscape Monthly Services

AllWeather Landscape is to furnish all labor, supervision, tools, and equipment necessary to maintain the newly additional installed landscaped planters on Marsh and Higuera Streets in the downtown area.

This includes 58 – 22" X 54 " rectangular pots

This includes hand watering 2 times per week or as needed

Fill pot/planter bladder as needed after permanent placement

Topical water as needed to keep plant material alive

Removal of dead or broken branches

Trash/debris removal from inside pot/planter area container

Any additional pots/planters added will cost \$12.00 per pot/planter

The Contractor shall submit Certified Payroll as part of the monthly submittal

Damage of plant material by others shall be replaced and paid by the City

TOTAL \$696.00 per month



**CITY OF
SAN LUIS OBISPO**

Date: August 31, 2023

AllWeather Landscape Inc.

P.O. Box 6734.

Santa Maria, CA 93456

Attn: Neil Towery

RE: CPI Increase for July 2023 Through June 2024

Per Contract Agreement Specification No. 50200-2020LS Paragraph # 4. Cost Adjustments. The Us Consumer Price Index/AllUrban Consumers for Los Angeles area from March 2022 – March 2023 has increased at a rate of 3.7%.

1. **Cost Adjustments.** During the term of the agreement, beginning July 1, 2023, contract prices shall be modified by a percentage equal to the percentage increase in the U.S. Consumer Price Index/All Urban Consumers (CPI-U) from March in the previous year to March in the year of adjustment. Under no circumstances shall the contract price increase more than five (5) percent (%) from the prior contract year.

You may increase your billing to the City for Landscape Maintenance Services starting August 1, 2023. The present monthly charge is:

Area 'B' \$2942.00 X 3.7% CPI equals \$109.00 with the new monthly service will be

\$3051.00.

Area 'E' \$3186.00 x 3.7% CPI equals \$118.00 with the new monthly service will be

\$3304.00.

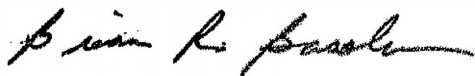
Area 'F' Spring \$15,750.00 X 3.7% CPI equals \$583.00 with the new monthly services will be **\$16,333.00.**

Area 'F' Fall \$16,128.00 X 3.7% CPI equals \$597.00 with the new monthly services will be **\$16,725.00.**

Area Watering \$1613.00 X 3.7% CPI equals \$60.00 with new monthly services will be
Pots: \$1,673.00.

Please contact me if there are any questions or assistance.

Regards,



Brian R. Bassler

Landscape Contract Inspector

25 Prado Rd.

San Luis Obispo, CA 93401

AMENDMENT TO AGREEMENT
AMENDMENT NO. 4
AGREEMENT TO PROVIDE LANDSCAPE MAINTENANCE SERVICES
SPECIFICATION NO. 50200-2020LS

THIS AMENDMENT TO AGREEMENT is made and entered in the City of San Luis Obispo on January 17, 2023 by and between the CITY OF SAN LUIS OBISPO, a municipal corporation, herein after referred to as City, and AllWeather Landscapes, Inc. hereinafter referred to as Contractor.

WITNESSETH:

WHEREAS, on February 1, 2021, the City entered into an Agreement with Contractor for Landscape Maintenance Services per Specification No. 50200-2020LS; and

WHEREAS, the City desires to amend the term of this Agreement to provide Maintenance Services for 1). 4 Righetti Ranch Roundabouts Righetti Ranch and Tank Farm Rd; Righetti Ranch and Tiburon; Tiburon and Ranch House Rd. and Orcutt and Tanck Farm Rd, commencing on February 1, 2023. 2). Provide a Day Porter to service 3 parks at Aliva Ranch

WHEREAS, the Contractor has agreed to additional weekly Landscape Maintenance Services for the 1). 4 Righetti Ranch Roundabouts Righetti Ranch and Tank Farm Rd; Righetti Ranch and Tiburon; Tiburon and Ranch House Rd. and Orcutt and Tanck Farm Rd. 2). Provide a Day Porter to service 3 parks at Aliva Ranch. This is a landscape maintenance service, by the Contractor until a full-time employee is hired for these areas.

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

1. The scope of services and related compensation is hereby amended as set forth in Exhibit 'A' attached hereto.
2. All other terms and conditions of the Agreement remain in full force and effect.

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

CITY OF SAN LUIS OBISPO

By: Matt Horn
Matt Horn, Director of Public Works

CONTRACTOR

By: J. Lowery
AllWeather Landscapes, Inc.



ALLWEATHER LANDSCAPE

June 20, 2023

City of San Luis Obispo
Attn: Brian Bassler
1260 Chorro St
San Luis Obispo CA 93401
bbassler@slocity.org

Site Address:

Roundabout and adjacent streetscape @ Tank Farm & Righetti Ranch Rd,
Roundabout and adjacent streetscape @ Tiburon & Righetti Ranch Rd,
Roundabout and adjacent streetscape @ Tiburon & Ranch House Rd,
Roundabout and adjacent streetscape @ Tank Farm Rd. & Orcutt Rd.

CONTRACTOR AGREES:

To furnish all labor, supervision, tools and equipment necessary to maintain the landscaped areas.

TERMS:

Contractor shall provide landscape maintenance service in conformity with this agreement:

FOR THE PRICE OF: \$790.00 per month

CONTRACT DURATION:

The original term of this agreement is (1) year and will automatically continue for successive (1) year terms unless cancelled by either of us in writing at least ten (30) days before the end of the original term or any renewal term.

RESPONSIBILITIES: Contractor shall maintain the landscaped areas in accordance with the following specifications and conditions.

LAWNS: Mow and edge Weekly Bi-Weekly Bi-Monthly None

WEED ABATEMENT:

Contractor shall keep all non-turf or planted areas to minimum height of 4" of native grasses, use of chemicals to be determined by staff if necessary. Included Excluded

P.O. Box 6734, Santa Maria, CA 93456 Phone: 805.922.0580 Fax: 805.310.4947
www.allweatherlandscapes.com

INSPECTION: Contractor and staff shall make a weekly inspection of the grounds as needed by either party.

EXTRAS: The owner shall continuously furnish and pay for utilities such as water and power. Contractor shall furnish, and owner shall pay for: additional plant materials, tree stakes, tree ties, dump fees, and various chemicals for insect, disease and pest control. These materials keep the landscaped areas healthy and attractive.

WORKING DAYS SCHEDULE: Regular schedule will be Weekly Bi-Weekly Single service

DEFAULT NOTICE:

In the event items or conditions are to be corrected or remedied, owner agrees to provide contractor with adequate notification of said items. Owner further agrees to allow contractor time to remedy those items or conditions.

We have read, understand, and agree to all terms of this contract and we accept this proposal and agree to be so bound.

Allweather Landscape, Inc. is hereby authorized to perform the above maintenance program commencing upon receipt of written authorization.



City of San Luis Obispo

6-27-2023

DATE



Allweather Landscape, Inc.

6/22/2023

DATE

EXHIBIT 'A'

DAY PORTER – Avila Ranch Parks

Contractor to Provide Monday through Friday daily custodial services at 3 small parks in the Avila Ranch Project:

1. Empty doggy waste trash cans at Mutt Mitt stations (City to provide trash bag liners)
2. Install/replenish Mutt Mitt baggies (City to provide Mutt Mitts)
3. Clean/disinfect table tops; dust chairs, play equipment, benches and tables
4. Rake and level engineer mulch in play areas for safety
5. Clean and wash concrete flooring from spills and drops
6. Remove graffiti and stickers off of chairs, tables, play equipment.
7. Blow areas that are non-turf of debris and planters
8. Perform work Monday through Friday at (3) hours per day
9. Storage of chemicals and equipment are not permitted on site

Total \$1695.00 Per month

AMENDMENT TO AGREEMENT NO. 5

THIS AMENDMENT TO AGREEMENT is made and entered in the City of San Luis Obispo on _____, by and between the CITY OF SAN LUIS OBISPO, a municipal corporation, hereinafter referred to as City, and AllWeather Landscape Inc, hereinafter referred to as Contractor.

WITNESSETH:

WHEREAS, on February 01, 2021, the City entered into an agreement with Contractor for a Day Porter at the new Broad St. Mini Park, (the "Agreement"); and

WHEREAS, the City and Contractor desire to amend the contract as set for in Exhibit A.

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

1. The agreement is amended to include the services set forth in Exhibit A.
2. All other terms and conditions of the Agreement remain in full force and effect.

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

CITY OF SAN LUIS OBISPO

City Manager

CONTRACTOR

Contractor: AllWeather Landscape Inc.

EXHIBIT 'A'

DAY PORTER – Broad St. Mini Park

Contractor to Provide Monday through Friday or Monday and Friday custodial services at 1 small park at the Broad St. Mini Park:

1. Empty trash cans and doggy waste trash cans at Mutt Mitt stations (City to provide trash bag liners).
2. install/replenish Mutt Mitt baggies (City to provide Mutt Mitts)
3. Clean/disinfect tabletops; dust chairs, play equipment, benches and tables
4. Rake and level engineer much in play areas for safety
5. Clean and wash concrete flooring from spills and liquid drops
6. Remove graffiti and stickers off of chairs, tables, play equipment.
7. Blow areas that are non-turf of debris and planters
8. Perform work Monday thru Friday at (1) hour per day or Monday & Friday at (1) hour per day.
9. Storage of chemicals and equipment are not permitted on site.

Please note that this proposal the City wants to use the M & F service dates and will determine, in writing, if the City needs to increase day to day maintenance based on the park usage. See attached proposals from contractor regarding the two bid proposals

Total M thru F \$587.00 per month

OR

Total M & F only \$234.80 per month

EXHIBIT A



ALLWEATHER
L A N D S C A P E

August 19, 2024

City of San Luis Obispo
Attn: Bria Bassler
1260 Chorro St
San Luis Obispo, CA 93401
bbassler@slocity.org

Site Address: Broad St. Park (Porter Services)

CONTRACTOR AGREES:

To furnish all labor, supervision, tools and equipment necessary to maintain the landscaped areas.

TERMS:

Contractor shall provide landscape maintenance service in conformity with this agreement:

FOR THE PRICE OF: \$587.00 (1 Hours each day, 5x per week)

CONTRACT DURATION:

The original term of this agreement is one (1) year, and will automatically continue for successive one (1) year terms unless cancelled by either of us in writing at least thirty (30) days before the end of the original term or any renewal term.

RESPONSIBILITIES: Contractor shall maintain the landscaped areas in accordance with the following specifications and conditions.

DEBRIS/TRASH: Pick up debris and trash, empty trash cans as needed Daily, Mon-Friday
 Bi-Weekly Bi-Monthly None

BLOWING/SWEEPING: Contractor shall keep all non-turf or planted areas (Concrete sidewalks, walkways, and parking areas) clean by blowing all debris/leaf litter and removing debris. Included Excluded

P.O. Box 6734, Santa Maria, CA 93456
www.allweatherlandscapes.com

Phone: 805.922.0580 Fax: 805.310.4947
DPR QAC # 165042 CA C-27Lic#1083565



1 of 4

EXHIBIT A

SITE FURNISHINGS: Shall be kept clean of graffiti. If graffiti is present, it shall be removed with graffiti remover. Furnishings shall be wiped down for a clean and usable appearance.

Limited to: Benches, tables and play equipment.

Included Daily Mon-Friday

Excluded from this agreement

PRESSURE WASH: Shall be completed for high traffic concrete areas or walkways. Hot water pressure washing is an option if needed for an additional cost.

Included from this agreement Excluded from this agreement

GROUND COVER MAINTENANCE: Shall consist of trimming ground cover where needed around trees, shrubs, etc. Beds are to be weeded and cleaned of leaves and debris on a regular basis to maintain a neat and clean appearance.

BARK MAINTENANCE:

Contractor to rake / turn over existing bark within the playground areas only. Rake to spread evenly throughout play area. Any additional bark needed for infill will be under a separate proposal to comply with CA standards

Included Excluded

EXCLUSIONS:

The contractor shall not be responsible for vandalism, theft, adverse natural conditions, or anything beyond the control of the contractor.

INSPECTION:

Contractor and staff shall make a weekly inspection of the grounds as needed by either party.

EXTRAS:

The owner shall continuously furnish and pay for utilities such as water and power. Contractor shall furnish, and owner shall pay for: additional plant materials, tree stakes, tree ties, dump fees, and various chemicals for insect, disease and pest control. These materials keep the landscaped areas healthy and attractive.

WORKING DAYS SCHEDULE:

Regular schedule will be Weekly Bi-Weekly Bi-Monthly with the exception of observed holidays and rain days.

DEFAULT NOTICE:

In the event items or conditions are to be corrected or remedied, owner agrees to provide contractor with adequate notification of said items. Owner further agrees to allow contractor time to remedy those items or conditions.

P.O. Box 6734, Santa Maria, CA 93456 Phone: 805.922.0580 Fax: 805.310.4947
www.allweatherlandscapes.com DPR QAC # 165042 CA C-27Lic#1083565



EXHIBIT A

We have read, understand, and agree to all terms of this contract and we accept this proposal and agree to be so bound.

Allweather Landscape, Inc. is hereby authorized to perform the above maintenance program commencing upon receipt of written authorization.

Brian R. Basler
City of San Luis Obispo

8-20-2024
DATE

Jessica Towery
Allweather Landscape, Inc.

8/19/2024
DATE

P.O. Box 6734, Santa Maria, CA 93456 Phone: 805.922.0580 Fax: 805.310.4947
www.allweatherlandscapes.com DPR QAC # 165042 CA C-27Lic#1083565



EXHIBIT A



ALLWEATHER
L A N D S C A P E

August 19, 2024

City of San Luis Obispo
Attn: Bria Bassler
1260 Chorro St
San Luis Obispo, CA 93401
bbassler@slocity.org

Site Address: Broad St. Park (Porter Services)

CONTRACTOR AGREES:

To furnish all labor, supervision, tools and equipment necessary to maintain the landscaped areas.

TERMS:

Contractor shall provide landscape maintenance service in conformity with this agreement:

FOR THE PRICE OF: \$234.80 (1 Hour each day - 2x per week - Mondays and Fridays Only)

CONTRACT DURATION:

The original term of this agreement is one (1) year, and will automatically continue for successive one (1) year terms unless cancelled by either of us in writing at least thirty (30) days before the end of the original term or any renewal term.

RESPONSIBILITIES: Contractor shall maintain the landscaped areas in accordance with the following specifications and conditions.

DEBRIS/TRASH: Pick up debris and trash, empty trash cans as needed Daily, Mon-Friday
 Bi-Weekly Bi-Monthly None

BLOWING/SWEEPING: Contractor shall keep all non-turf or planted areas (Concrete sidewalks, walkways, and parking areas) clean by blowing all debris/leaf litter and removing debris. Included Excluded

P.O. Box 6734, Santa Maria, CA 93456 Phone: 805.922.0580 Fax: 805.310.4947
www.allweatherlandscapes.com DPR QAC # 165042 CA C-27Lic#1083565



EXHIBIT A

SITE FURNISHINGS: Shall be kept clean of graffiti. If graffiti is present, it shall be removed with graffiti remover. Furnishings shall be wiped down for a clean and usable appearance.

Limited to: Benches, tables and play equipment.

Included Daily Mon-Friday

Excluded from this agreement

PRESSURE WASH: Shall be completed for high traffic concrete areas or walkways. Hot water pressure washing is an option if needed for an additional cost.

Included from this agreement Excluded from this agreement

GROUND COVER MAINTENANCE: Shall consist of trimming ground cover where needed around trees, shrubs, etc. Beds are to be weeded and cleaned of leaves and debris on a regular basis to maintain a neat and clean appearance.

BARK MAINTENANCE:

Contractor to rake / turn over existing bark within the playground areas only. Rake to spread evenly throughout play area. Any additional bark needed for infill will be under a separate proposal to comply with CA standards

Included Excluded

EXCLUSIONS:

The contractor shall not be responsible for vandalism, theft, adverse natural conditions, or anything beyond the control of the contractor.

INSPECTION:

Contractor and staff shall make a weekly inspection of the grounds as needed by either party.

EXTRAS:

The owner shall continuously furnish and pay for utilities such as water and power. Contractor shall furnish, and owner shall pay for: additional plant materials, tree stakes, tree ties, dump fees, and various chemicals for insect, disease and pest control. These materials keep the landscaped areas healthy and attractive.

WORKING DAYS SCHEDULE:

Regular schedule will be Weekly Bi-Weekly Bi-Monthly with the exception of observed holidays and rain days.

DEFAULT NOTICE:

In the event items or conditions are to be corrected or remedied, owner agrees to provide contractor with adequate notification of said items. Owner further agrees to allow contractor time to remedy those items or conditions.

P.O. Box 6734, Santa Maria, CA 93456 Phone: 805.922.0580 Fax: 805.310.4947
www.allweatherlandscapes.com DPR QAC # 165042 CA C-27Lic#1083565



EXHIBIT A

We have read, understand, and agree to all terms of this contract and we accept this proposal and agree to be so bound.

Allweather Landscape, Inc. is hereby authorized to perform the above maintenance program commencing upon receipt of written authorization.

Steve R. Sandoz
City of San Luis Obispo

8-20-2024
DATE

J. Lawrence
Allweather Landscape, Inc.

8.20.24
DATE

P.O. Box 6734, Santa Maria, CA 93456
www.allweatherlandscapes.com

Phone: 805.922.0580 Fax: 805.310.4947
DPR QAC # 165042 CA C-27Lic#1083565



AMENDMENT TO AGREEMENT NO. 6

THIS AMENDMENT TO AGREEMENT is made and entered in the City of San Luis Obispo on _____, by and between the CITY OF SAN LUIS OBISPO, a municipal corporation, herein after referred to as City, and ALLWEATHER LANDSCAPE MAINTENANCE, LLC, hereinafter referred to as Contractor.

WITNESSETH:

WHEREAS, on February 21, 2021, the City entered into an agreement with Contractor for landscaping services, (the "Agreement"); and

WHEREAS, the City and Contractor desire to amend the Agreement to adjust pricing for the term of July 1, 2024 to June 30, 2025 to increase pricing based on the Consumer Price Index for the Los Angeles region. The CPI adjustment for the term is 3.9% for the services attached in Exhibit A.

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

1. The Agreement is hereby amended as set forth in Exhibit A.
2. All other terms and conditions of the Agreement remain in full force and effect.

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

CITY OF SAN LUIS OBISPO

CONTRACTOR

Contractor

AGREEMENT

THIS AGREEMENT is made and entered into in the City of San Luis Obispo on 2/22/2021 | 10:17 AM PST by _____ and between the CITY OF SAN LUIS OBISPO, a municipal corporation, hereinafter referred to as City, and TENNIS LANDSCAPE, INC., hereinafter referred to as Contractor.

WITNESSETH:

WHEREAS, on November 24, 2020, the City requested proposals for Landscape Maintenance Services, per Project No. 50200-2020-LS

WHEREAS, pursuant to said request, Contractor submitted a proposal that was accepted by City for Category A, C, T, W, SD, PM, NR, and TH D;

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 February 1, 2021 to February 28, 2025, or termination of the contract in accordance with this agreement.
2. **INCORPORATION BY REFERENCE.** City Specification No. 50200-2020-LS and Contractor's proposal is hereby incorporated in and made a part of this Agreement and attached as Exhibit A.
3. **Contract Extension.** The term of the contract may be extended by mutual consent for an additional 2 years.
4. **Cost Adjustments.** During the term of the agreement, beginning July 1, 2022, contract prices shall be modified by a percentage equal to the percentage increase in the U.S. Consumer Price Index/All Urban Consumers (CPI-U) from March in the previous year to March in the year of adjustment. Under no circumstances shall the contract price increase more than five (5) percent from the prior contract year.
5. **Ability to Perform.** The Contractor warrants that it possesses all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all applicable federal, state, county, city, and special district laws, ordinances, and regulations.

The Contractor's employees shall be competent and qualified to perform the specified work and shall perform the specified work in an orderly manner. If the City's representative advises the Contractor that an employee is incompetent, unqualified, or disorderly, the Contractor shall remove that employee from the specified work for the duration of the contract. The Contractor shall not bring to the specified work locations any pets, children, or persons not employed under the contract.

6. **Contractor Identification.** All staff employed in the work shall wear a shirt or jacket clearly identifying the Contractor's company.

7. **Sub-contract Provisions.** No portion of the work pertinent to this contract shall be subcontracted without written authorization by the City.
8. **Contract Assignment.** The Contractor 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.
9. **Scope of Work and Levels of Service.** The Contractor shall furnish services for Landscape Maintenance as specified in **Exhibit A**.

The City may periodically request additional unspecified work, such as new or replacement planting at the assigned locations. For this work, the City shall pay the Contractor an amount equal to the amount provided by the contractor and attached as **Exhibit B**, multiplied by the number of units completed or installed, or the employee hours used multiplied by the accepted labor rate plus the actual cost of materials with a 15% markup allowed.

10. **Work Hours.** The Contractor shall perform the specified work on weekdays (Monday through Friday) between the hours of 7:00 a.m. and 5:00 p.m. The Contractor shall not perform any of the specified work outside of these work hours without the previous written consent from the City's Contract Manager.
11. **Traffic Control.** The Contractor shall furnish all traffic control delineation required in order to perform the specified work. Traffic control delineation shall comply with all local, state, and federal regulations. The Contractor shall not close street lanes without the City's previous written consent.
12. **Encroachment Permits.** When specified work must be completed in the medians of state highways, such as those on Santa Rosa Street, the Contractor shall obtain and pay for any encroachment permits which may be required from the State of California Department of Transportation.
13. **Work Schedule.** At the beginning of each month the Contractor shall submit to the City a proposed schedule showing the sites and tasks to be completed during the upcoming month. Irrigation testing locations and fertilization must also be noted on the schedule.

When submitting an invoice for work completed during a month, the Contractor shall include with the invoice a copy of the schedule showing the actual dates when work was completed. Failure to provide an adequate schedule will result in a forfeiture of 10% of the total monthly payment due.

14. **Utilities Costs.** The City shall pay the utilities costs for all water and electricity used at the specified work locations. Contractor shall follow direction of City staff for "rain shut off" of irrigation controllers during periods of extended rain. Failure to follow direction may result in contractor being liable for cost of water.
15. **Materials.** The Contractor shall not use any material for the specified work without the City's prior written approval of that material. If requested, the Contractor shall furnish to the City without charge samples of materials for examination and testing. Irrigation shall meet current City standards.

The Contractor shall furnish to the City a list of all materials used for the specified work that are regulated by law as toxic or hazardous. With this list the Contractor shall include a material safety data sheet for each toxic or hazardous material. The Contractor shall train its employees in the proper handling of any toxic or hazardous materials.

16. **Inspection and Corrections.** The Contractor shall furnish the City with every reasonable opportunity for City to ascertain that the services of the Contractor are being performed in accordance with the requirements and intentions of this contract. 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 Contractor of any of its obligations to fulfill its contract requirements. The City Contract Manager shall be sole judge of the adequacy of the Contractor's maintenance and the appearance of the sites.

During the third week of each month the Contractor and the City's Contract Manager together shall inspect locations where work was scheduled for completion that month. The City's Contract Manager shall document any deficiencies in writing. The City's Contract Manager will also periodically inspect work locations without the Contractor, but will report any deficiencies to the Contractor before the end of the third week of the month.

If the Contractor does not correct a documented deficiency by the end of the month, it shall forfeit 50 percent of the monthly unit price for the location where the deficiency occurred. If the deficiency is not corrected within the next month, 100 percent of the monthly unit price for the location where the deficiency occurred will be forfeited. The City will deduct such forfeiture from its next payment. If site maintenance has not been completed at all, 100 percent of the monthly unit price will be forfeited from the next payment.

17. **Termination.** If, during the term of the contract, the City determines that the Contractor is not faithfully abiding by any term or condition contained herein, the City may notify the Contractor in writing of such defect or failure to perform. This notice must give the Contractor a 10 (ten) calendar day notice of time thereafter in which to perform said work or cure the deficiency.

If the Contractor has not performed the work or cured the deficiency within the ten days specified in the notice, such shall constitute a breach of the contract and the City may terminate the contract immediately by written notice to the Contractor to said effect. Thereafter, neither party shall have any further duties, obligations, responsibilities, or rights under the contract except, however, any and all obligations of the Contractor's surety shall remain in full force and effect, and shall not be extinguished, reduced, or in any manner waived by the termination thereof.

In said event, the Contractor 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 Contractor as may be set forth in the Agreement payment schedule; compensation for any other work, services or goods performed or provided by the Contractor shall be based solely on the City's assessment of the value of the work-in-progress in completing the overall scope of work.

The City reserves the right to delay any 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 Contractor be entitled to receive in excess of the compensation quoted in its proposal.

If, at any time during the term of the contract, the City determines that continued contract maintenance is no longer in the best interests of the City due to funding shortages or unforeseen circumstances, the City reserves the right to terminate the contract. Contractor will be paid compensation due and payable to the date of termination.

18. **Reports.** At the end of each month, included with the invoice, the Contractor shall provide all irrigation reports, fertilization and pesticide application information for the prior month. Failure to provide any of these reports will result in forfeiture of 20% of the total monthly payment due. During months when no

irrigation, fertilization of pesticide application occurs, the Contractor shall note that with the invoice submittal.

19. **Record Retention and Audit.** For the purpose of determining compliance with various laws and regulations as well as performance of the contract, the Contractor and sub-contractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to the performance of the contract, including but not limited to the cost of administering the contract. Materials shall be made available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. Authorized representatives of the City shall have the option of inspecting and/or auditing all records. Copies shall be furnished if requested.
20. **Release of Reports and Information.** The Contractor shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by the City and receipt of the City's written permission.
21. **Copies of Reports and Information.** If the City requests additional copies of reports, drawings, specifications, or any other material in addition to what the Contractor is required to furnish in limited quantities as part of the work or services under these specifications, the Contractor shall provide such additional copies as are requested, and City shall compensate the Contractor for the costs of duplicating of such copies at the Contractor's direct expense.
22. **Conflict of Interest.** The Contractor shall disclose any financial, business, or other relationship with the City that may have an impact upon the outcome of this contract, or any ensuing City construction project. The Contractor shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing City construction project which will follow.

The Contractor covenants that it presently has no interest, and shall not acquire any interest—direct, indirect or otherwise—that would conflict in any manner or degree with the performance of the work hereunder. The Contractor further covenants that, in the performance of this work, no sub-Contractor or person having such an interest shall be employed. The Contractor certifies that no one who has or will have any financial interest in performing this work is an officer or employee of the City. It is hereby expressly agreed that, in the performance of the work hereunder, the Contractor shall at all times be deemed an independent Contractor and not an agent or employee of the City.

23. **Rebates, Kickbacks or Other Unlawful Consideration.** The Contractor warrants that this contract was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any City employee. For breach or violation of the warranty, the City shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.
24. **Covenant Against Contingent Fees.** The Contractor warrants by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

25. **Compliance with Laws and Wage Rates.** The Contractor shall keep itself fully informed of and shall observe and comply with all applicable state and federal laws and county and City of San Luis Obispo ordinances, regulations and adopted codes during its performance of the work.

Prevailing wage is required, at a minimum, for work under this contract. The Contractor and any subcontractor must forfeit to the City not more than \$200 per day or part of a day for each worker paid less than the prevailing wage rate and pay the worker the difference between the prevailing wage rate and the rate paid (Labor Code § 1775). The Labor Commissioner determines the amount of this penalty and bases the amount on:

1. Whether the failure to pay the correct prevailing wage rate was a good-faith mistake that the Contractor or subcontractor promptly and voluntarily corrected upon notice
2. The prior record of the Contractor or subcontractor in meeting its prevailing wage obligations
3. The Contractor or subcontractor's willful failure to pay the correct rate of prevailing wages

The Contractor shall submit certified payroll as part of the monthly invoice submittal. Weekly payrolls must include each employee's:

1. Full name
2. Address
4. Work classification
5. Straight time and overtime hours worked each day and week
6. Actual wages paid for each day
7. Fringe benefits or submit a statement of fringe benefits, clearly defining which benefits are paid directly to the employee as part of the hourly rate, and which benefits are paid into an approved program. Fringe benefit statements must be signed by the employer or the employer's agent certifying the fringe benefit statement is correct and the employer has been authorized to make any payments on behalf of the employee to approved programs.

26. **Payment of Taxes.** The contract prices shall include full compensation for all taxes that the Contractor is required to pay.

27. **Permits, Licenses, and Insurance.** The Contractor shall procure and maintain current, all permits, licenses, and specified insurance, and pay all charges and fees, and file all notices as they pertain to the completion of the Contractor's work. The contractor shall have and maintain the following valid State of California Licenses, C-27 Contractors License, Qualified Pesticide Applicators License, and Agricultural Pest Control Business License. The Contractor shall comply with the current State Department of Pesticide Regulations and County of San Luis Obispo Agriculture Commissioner regulations.

NOTE: For **CAT (F)** only Contractor will need to be eRailsafe certified by the Union Pacific Rail Road Contact Bill Chandler of UPRR Safety Department – Police Background Investigation Phone # (435-563-8253) or email mfarley@up.com MaryBeth Farley Operations Manager Support UPRR for forms and procedure. Or on the website: <https://erailsafe.com/usa/applicant-login/>

28. (a) **Non-design, non-construction Professional Services:** To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8), Contractor 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 Contractor's performance or Contractor's failure to perform its obligations under this Agreement or out of the operations otherwise conducted by Contractor, including claims arising out of the City's active or passive negligence, except for such loss or damage arising from the sole 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 Contractor's performance of this Agreement, the Contractor 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.

29. (d) The review, acceptance or approval of the Contractor's work or work product by any indemnified party shall not affect, relieve or reduce the Contractor's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

The review, acceptance or approval of the Consultant's work or work product by any indemnified party shall not affect, relieve or reduce the Consultant's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

30. **Safety Provisions.** The Contractor shall conform to the rules and regulations pertaining to safety established by OSHA; the California Division of Industrial Safety; and Union Pacific Railroad (UPRR) as well as the UPRR Fire Prevent Plan.
31. **Public and Employee Safety.** Whenever the Contractor's 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.
32. **Preservation of City Property.** The Contractor 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 the Contractor's operations, it shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor began work.
33. **Water Conservation.** Contractors shall turn off all irrigation systems during periods of rainfall and/or times when suspension of irrigation is desirable to conserve water while remaining within the guidelines of good, and acceptable horticultural maintenance practices. Contractors shall comply with all City of San Luis Obispo Ordinances and Resolutions which relate to water conservation.
34. **Recycled/Reclaimed Water.** Water supplied by the City for irrigation may be Recycled/Reclaimed Water, indicated by purple color-coded sprinklers, valves, valve boxes, tags and signs. Contractor understands that Recycled/reclaimed Water is not intended for human contact or consumption. Contractor accepts full responsibility for educating and monitoring its employees regarding safety issues related to the presence and use of Recycled/Reclaimed Water.
35. **Security of Work Locations.** For work locations secured by locks, the City shall provide the Contractor with the required keys. The Contractor shall properly secure these locations when specified work is completed and shall replace or repair City property lost or damaged when locks are not properly set.
36. **Contractor Non-Discrimination.** In the performance of this work, the Contractor agrees that it will not engage in, nor permit such subcontractors 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.
37. **Non-Exclusive Contract.** The City reserves the right to contract for the services listed in this proposal from other Contractors during the contract term.
38. **Contractor Invoices.** The Contractor shall deliver a monthly invoice to the City, itemized by project work phase or, in the case of on-call contracts, by project title. Invoice must include a breakdown of

hours billed and miscellaneous charges and any sub-Contractor invoices, similarly broken down, as supporting detail.

39. **Payment.** For providing services as specified in this Agreement, City will pay and Contractor shall receive therefore compensation for individual site work in accordance with the prices included in Sections J and K.
40. **Contractor Invoices.** The Contractor shall deliver a monthly invoice to the City with the name of the contract, the contract specification number. The invoice shall be itemized by site / location and accompanied by required reporting documents.
41. **Resolution of Disputes.** Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the City Contract Manager and the City Director of Public Works, who may consider written or verbal information submitted by the Contractor. Not later than thirty days after receipt of a written decision on any dispute by the City's Contract Manager, the Contractor may request review by the City Council of unresolved claims or disputes, other than audit, in accordance with Chapter 1.20 Appeals Procedure of the Municipal Code.

Any dispute concerning a question of fact arising under an audit of this contract that is not disposed of by agreement, shall be reviewed by the City's Public Works Director. Not later than 30 days after issuance of the final audit report, the Contractor may request a review by the City's Public Works Director of unresolved audit issues. The request for review must be submitted in writing.

Neither the pendency of a dispute, nor its consideration by the City will excuse the Contractor from full and timely performance in accordance with the terms of this contract.

42. **CITY'S OBLIGATIONS.** For providing the services as specified in this Agreement, City will pay, and Contractor shall receive therefore compensation as awarded by contract.
43. **CONTRACTOR/CONSULTANT'S OBLIGATIONS.** For and in consideration of the payments and agreements hereinbefore mentioned to be made and performed by City, Contractor agrees with City to do everything required by this Agreement and the said specifications.
44. **AMENDMENTS.** Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by the City Manager. If, at any time during the project, the Contractor is directed to do work by persons other than the City Contract Manager and the Contractor believes that the work is outside of the scope of the original contract, the Contractor shall inform the Contract Manager immediately. If the Contract Manager and Contractor both agree that the work is outside of the work scope and is necessary to the successful completion of the work, then a fee will be established for such work based on Contractor's hourly billing rates or a lump sum price agreed upon between the City and the Contractor. Any extra work performed by Contractor without prior written approval from the City Contract Manager shall be at Contractor's own expense.
45. **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.

46. **NOTICE.** All written notices to the parties hereto shall be sent by United States mail, postage prepaid by registered or certified mail addressed as follows:


City Adam Basden
City of San Luis Obispo
25 Prado Rd
San Luis Obispo, CA 93401

Contractor TENNIS LANDSCAPE
155 Refugio Street
Grover Beach, CA 93433

47. **AUTHORITY TO EXECUTE AGREEMENT.** Both City and Contractor do covenant that everyone 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 OF SAN LUIS OBISPO:

By: 

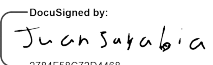
City Manager

APPROVED AS TO FORM:



City Attorney

CONTRACTOR:

By: 

Name of CAO / President

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Verification of Coverage. Contractor shall furnish the City with a certificate of insurance showing required coverage. Original endorsements effecting general liability and automobile liability coverage are also required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences.

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

Firm Name and Address

Tennis Landscape Corp	
1155 Refugio Street	
Grover Beach, CA 93433	
Contact Juan Sarabia	Phone 805-264-0242

Signature of Authorized Representative

Juan Sarabia	Date 12/21/2020
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SECTION I: ACKNOWLEDGMENT OF SERVICE LEVELS

Acknowledgement. The undersigned declares that she or he has carefully examined Project No. 50200-2020-LS which is hereby made a part of this proposal; is thoroughly familiar with its contents; is authorized to represent the proposing firm; and agrees to perform the specified work for the following cost quoted in full:

(Designate with a ✓ mark if declining to propose)

Category / Service Level	Cost Proposal Submitted	Not proposing for this category
Category A / Level 2	\$10,875.00	
Category B / Level 3	-----	-----
Category C / Level 4	\$4,265.00	
Category D / Level 5	-----	----
Category E / Level 2	\$3,350.00	
Category T / Level 3	\$500.00	
Category F / Level 6	----	----
Category W / Level 7	\$1,920.00	
Category SD/Level 8	\$4,980.00	
Category PD/Level 8	\$2,730.00	
Category NR/Level 8	\$8,911.00	
Category TEMP HELP/ Level 9	\$4550.00	

Firm Name and Address:		
Tennis Landscape Corp		
1155 Refugio Street, Grover Beach, CA 93433		
Contact Name: Juan Sarabia		
Email: tennislandscape@yahoo.com	Fax: 805-473-5868	Phone: 805-264-0242

Signature of Authorized Representative: <i>Juan Sarabia</i>	Date: 12/21/2020
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SECTION J: CONTRACT COST PROPOSAL

The undersigned declares that she or he has carefully examined Specification No. 50200-2020-LS, which is hereby made a part of this proposal; is thoroughly familiar with its contents; is authorized to represent the proposing firm; and agrees to perform the specified work for the following cost quoted in full:

#	Category A –Service Level 2	Location	Monthly Cost
A1	Vista Lago Park	1269 Vista Lago	\$200.00
A2	Priolo Martin Park (Vista Collados Park)	890 Vista Collados, from the street to back of the lot as defined by adjacent fences (860 & 910 Vista Collados)	\$200.00
A3	Anholm Park	870 Mission Street between Lincoln and Chorro	\$120.00
A4	Buena Vista Circle Median	Buena Vista at McCollum	\$500.00
A5	Margarita Islands ²	Eight islands on Margarita east of Higuera to Cherry (turf only)	\$760.00
A6	Osos Triangles (Two)	At Osos and Santa Barbara between Leff & Railroad	\$330.00
A7	Stoneridge Park ¹	Small Park between 525 & 537 Bluerock	\$390.00
A8	Poinsettia Creek Walk ³	South of Rosemary, east side from Poinsettia to RR tracks, west side from Poinsettia 350 feet to asphalt path (HOA bridge)	\$350.00
A9	Poinsettia Mini Park ⁶	Mini Park between 4668 and 4654 Poinsettia west of service road & behind homes	\$120.00
A10	De Vault Ranch Park	Park on Madonna Road at Spooner; Lower basin not part of contract –(HOA maintained)	\$1100.00
A11	Fire Station 1	NE corner of Broad, South and Santa Barbara Streets 2160 Santa Barbara	\$360.00
A12	Fire Station 4	NE Corner of Madonna & LOVR Roads 1395 Madonna	\$350.00
A13	City Hall / Little Theater ^{4,5}	990 Palm & 880 Morro	\$900.00
A14	Police Facility & adjacent house	1016, 1020 & 1042 Walnut Streets	\$900.00
A15	Ludwick Center	NE Corner of Santa Rosa & Mill Streets	\$600.00
A16	Emerson Park & Recreation Offices	1341 Nipomo Parks and Rec Cntr.; park palyground; community garden not part	\$900.00
A17	Mitchell Park- Senior Center	1400 Osos and 1445 Santa Rosa	\$1500.00
A18	Mission Plaza Extension	Creek walk between Broad & Nipomo	\$300.00
A19	City County Library	955 Palm, corner Osos & Palm	\$365.00
A20	Monterey Triangle & Cuesta Inn	Monterey to Garfield (Buena Vista-Garfield) 2000 Monterey	\$150.00
A21	2 Adobe Homes ²	466 Dana St. and 1585 Lizzie St. (visit 2 times per month typically)	\$150.00
A22	Santa Rosa Park	Mow turf mound by skate park and ampatheater and in & around detention basin	\$240.00

Category A Notes:

1. Weed abatement each year at end of May
2. Maintain non-landscaped areas free of weeds, grasses, trash and rodents – once a month
3. Remove litter from creek and empty and reline trash cans
4. City Hall- Little Theater is high litter site
5. City would prefer the use of electric tools (mower, weed eater, blowers, etc) at this site.
6. Empty and reline trash cans at back turf area – 2 cans at each visit.

#	Category B –Service Level 3	Location	Monthly Cost
B1	Madonna Islands ^{1,2}	Madonna Islands between 101 Freeway on Ramps to 570 feet southwest of Dalidio (4 islands)	----
B2	Murray Islands ^{1,3}	Murray between Santa Rosa and Broad (4 islands)	
B3	Elsford Park & Extension ¹	San Luis Drive, California to the property line at 1680 San Luis Drive, from street to the creek	
B4	Eto Park	End of Brook Street West Side 170 Brook St.	
B5	Prado Rd. Medians ^{1,2}	Prado medians and traffic circle from 425 ft. west of Serra Meadows to 825 ft. east of Serra Meadows	
B6	Cheng Park	Corner of Marsh & Santa Rosa 1095 Marsh	
B7	Railroad Recreation Bike Trail ^{4,5}	From Orcutt Road to Jennifer Street bridge at UPRR train depot parking lot	
B8	Bill Roalman Bicycle Boulevard	End of Morro at Santa Barbara adjacent to 1814 Morro	
B9	South Street Soundwall & 5 medians, Higuera to Broad ^{1,2}	Bus stop on South St. near Higuera - ends at Beebee;6 Islands from Higuera to Broad St.	
B10	Tank Farm Road Sound Wall ²	Both sides of Tank Farm from Broad to RR tracks includes small median under train trestle	
B11	Tank Farm Road Extension	South side of Tank Farm from east side RR tracks to Orcutt/Islay Park Note: Round about and medians are maintain by Righetti Ranch HOA	
B12	Corporation Yard	25 Prado Road	

Category B Notes:

1. Maintain non-landscaped areas free of weeds and rodents
2. Maintain all stamped concrete areas on traffic islands
3. No Chemical use at this location - NO Spray Zone
4. Weed Abate around tree bases mid-May so the Park Maintenance crews can flail mow all the flat areas – annually.
5. Weed Abate slope between 2125 Rachel & 2177 Bushnell this includes knocking down Castor bean plants.

#	Category C –Service Level 4	Location	Monthly Cost
C1	Los Osos Valley Road Islands ¹	Los Verdes Medians near Higuera (2)	\$120.00
		Froom Ranch (2 medians)	\$200.00
		Madonna (1 median)	\$150.00
		Descanso (1 median)	\$200.00
		Diablo (1 median)	\$200.00
C2	Los Osos Valley Road Soundwall ⁵	North side of Los Osos Valley Road- from Royal Way to Oceanaire, & from Laguna School to Let It Be Open Space	\$200.00
C3	Madonna Road Frontage Roads ^{2, 8}	Both sides of Madonna Road from Oceanaire to Pereira	\$120.00
C4	Madonna/Higuera Triangles ³	Madonna at Higuera intersection 3 islands total includes long median on Higuera from Madonna to South St.	\$220.00
C5	Johnson Avenue Railroad Underpass & Triangle Median at San Luis Dr, Also Median on Ella intersection ³	South of Buchon St. to the east side of underpass, both sides of Johnson including the planted area around the pump station and the drainage basin to the east & Triangle Median; Ella small median on Ella SW off of Johnson	\$120.00
C6	Grand Avenue Islands ³	Grand from Monterey to Slack	\$480.00
C7	Broad Street Islands ³	Medians on Broad St. from Santa Barbara to Capitolio (4 islands)	\$240.00
C8	Orcutt Islands & Frontages ³	Islands on Orcutt and frontages at Laurel Lane intersection between Broad St & La Laurel Ln.	\$120.00
C9	Santa Rosa Street Median Islands ^{3, 4}	Santa Rosa Hwy 1 from Oak to Westmont (6 Islands)	\$400.00
C10	Goldenrod Frontage	Street landscaping at the end of Goldenrod between 904 & 947 Goldenrod & portions of Northeast corner of 984 Goldenrod at Larkspur and at bridge	\$120.00
C11	Portola Fountain Triangle ³	Higuera at Marsh including triangle south westside of intersection next to 396 Higuera	\$80.00
C12	Brizzolara Soundwall	West side of Brizzolara from 690/691 to 461 along 101NB Freeway soundwall	\$180.00
C13	Calle Joaquin ⁹	Calle Joaquin from LOVR to 840 feet southeast of LOVR	\$100.00
C14	Las Praderas Soundwall & Tank Farm Islands & Higuera Islands ³	West side of lower Higuera at Las Praderas, 300 feet in both directions, small traffic signal island at Tank Farm and (2) islands on Tank Farm at from Higuera to 315 feet SE of Long St.; 2 small concrete islands on Higuera turn pockets to both shopping centers.	\$180.00
C15	Las Praderas Park	Area at end of Las Praderas between 18 and 28 Mariposa	\$80.00
C16	Monterey Street Railroad Underpass	Between Pepper and UPRR right of way, from Palm to Higuera, and both sides under the underpass to the east side of the property lines	\$200.00

#	Category C –Service Level 4	Location	Monthly Cost
C17	Bishop Street Frontage	Parkway & slope West of Augusta to the water tank drive approach	\$60.00
C18	Edna/Islay Creek Walk ⁹	Wavertree St. at Iron Bark to Spanish Oaks includes entrance between 4542 & 4546; and 4392 & 4410 Wavertree St.	\$200.00
C19	Calle Joaquin Park N Ride ⁷	Park N Ride parking lot between Hampton Inn entrance & Rose Garden Hotels to Calle Joaquin cul-de-sac (not Taco Temple parking lot)	\$175.00
C20	Santa Rosa Highway Monument Sign ⁶	Large SLO entry monument sign at the corner of Santa Rosa/Highland/Chorro corner	\$120.00

Category C Notes:

1. Weed abatement, frontage road from Fire Station #4 south to Froom Ranch Rd every November/December & May/June. Remove trash, sediment, and debris on a monthly basis in island and at any catch basins.
2. Maintain the lower bottlebrush near Oceanaire & Pereira at 36 inches. Trim bottlebrush to maintain visibility of all road signs. City will prune all other bottlebrush once a year.
3. Maintain all stamped/rockscaped concrete areas & gutters on traffic islands.
4. Cut back all ornamental grasses in March
5. Empty and reline trash can at bus stop
6. Includes small median on Highland keep weed free.
7. Includes through cleaning of parking lot parking surface including leaves and grease/oil in March of each Year.
8. Spray herbicide under Bottlebrush both sides of Madonna and the Madonna frontage roads twice a year.
Once in early winter after the first rains and then again in early spring.
9. Create a 3 foot wide buffer zone behind sidewalk.

#	Category D –Service Level 5	Location	Visit Cost (Each)
D1	Auto Park Way Circle	East end of Auto Park Way at Los Osos Valley Road (Island)	---
D2	Upper Buena Vista Circle	Median at east end of Buena Vista	
D3	Los Cerros Drive Walkway	North end of Los Cerros to footbridge at Highland Dr.	
D4	Ferrini Open Space ¹	On Patricia south of Anacapa across the street from 859 & 847 Patricia	
D5	Highway 101 Entrance Signs ^{1, 5}	Northbound 101 between LOVR and Prado Rd Southbound 101 north of Reservoir Canyon Rd.	
D6	Let It Be Open Space ¹	East side of Los Osos Valley Road from Diablo to City Limits and to fence (50 ft. wide to 370 feet long – Approx.)	
D7	Vista Lago-Collados Lake Access ¹	Natural area between the end of Vista Collados, including the south edge of the road and all of the area north of the road to the lake	
D8	Vista Lago Lake Overlook ⁴	Vacant lot between 1168 & 1174 Vista Lago	
D9	Anacapa Circle	Median on Anacapa off of Patricia including the parking space area	
D10	Target/Froom ^{2, 3}	Bio-swale North side of LOVR from the entrance to Target Shop.Cntr. to Fire Station # 4 (2 times per year typical – provide per visit cost for Spring and Fall maintenance)	
D11	Cypress Island ⁶	South Higuera east side of Granada (4 times per year typical – provide per visit cost)	
D12	Prado Road Soundwall ⁶	Soundwall on north side of Prado Road, east of Higuera (4 times per year typical – provide per visit cost)	
D13	San Luis Drive Frontage – East	North end of San Luis Drive landscape between the road and creek (2 times per year typical – provide per visit cost for Spring and Fall maintenance)	
D14	San Luis Drive Frontage – West	California to 1424 San Luis Drive (near Johnson) (2 times per year typical – provide per visit cost for Spring and Fall maintenance)	
D15	Railroad Recreational Trail and new bike trail bridge behind the CHP Office ⁸	West of California Blvd, from Cal Poly to Taft (US 101) This includes the new Bike trail behind the CHP Office from Taft St. to Mill St. (4 times per year typical Minimum – provide per visit cost for maintenance)	

D16	Calle Joaquin Rd 7	Parkway long South Bound 101 FW from end of Hampton Inn Cul-de-sac to billboard	----
D17	Ferrini Bike Easement	Part of the Ferrini bike path in the Seventh Day Adventist Church Open Space (4 times per year typical – provide per visit cost for maintenance)	-----

Category D Notes:

1. Weed abatement each year at end of May/mid-June
2. Weed abatement, frontage road from Fire Station #4 to From Ranch Rd every May/June. Remove trash, sediment, and debris on a monthly basis in island and at any catch basins weed abate minimum of 2 times per year.
3. No work until final acceptance from the developer, currently schedule for City maintenance July 2016
4. Maintain non-landscape areas free of weeds and rodents
5. Northbound Hwy 101 weed control in front of sign and along fence line
6. Maintain non-landscape areas free of weeds and rodents.
7. Weed abate and spray herbicide minimum of twice a year Late Fall after first rains and again in late Spring.
8. Note: The New Bike trail bridge behind the CHP office is under construction at this time. Should be completed by April of 2021.

#	Category E–Service Level 2 Parking Lot Landscape Areas	Location	Monthly Costs
E1	Amtrak/Railroad Square ¹	Train Station off Osos Street from Roundhouse to Santa Rosa Streets	\$1160.00
E2	Museum Lot 9	Off Monterey next to Museum	\$120.00
E3	630 Monterey Lot 14	Corner Monterey, Nipomo & Palm	\$180.00
E4	Art Center Lot 15	Corner Monterey & Broad	\$120.00
E5	Nipomo Lot 10	Corner of Higuera & Nipomo	\$254.00
E6	Palm Street Parking Garage	Palm and Morro	\$360.00
E7	Marsh Street Parking Garage	In block bordered by Marsh, Morro, Pacific and Chorro; includes pots in front of Post Office	\$540.00
E8	919 Parking Garage	Corner Morro and Palm Streets	\$180.00
E9	Downtown sidewalk bulbout planters (4) ²	Mid-block Monterey, Morro to Chorro; Higuera & Marsh streets, Morro to Chorro, at Ross on Higuera & at Post Office on Marsh	\$436.00

Category E Notes: This category is an add/alt which may not be awarded pending review by the City.

1. Annual weed abatement, end of Church St. and between RR tracks and parking lot from Jennifer St. bridge to High St. and RR Museum site.
2. Bulbout planter in front of 'Ross Dress for Less' on Higuera – litter & debris removal only. Plant material maintained by volunteers.

#	Category T--Service Level 3	Location	Monthly Cost
T1	SLO City Bus Barn Parking Lot	29 Prado Rd. – Behind City Corporation Yard and next to the WRRF Facility – Bus Facility Parking Lot	\$500.00

#	Category F--Service Level 6	Location	Visit Cost (Each)
F1	Union Pacific Railroad Right of Way ¹	Railroad right of way from 300 ft. west of Foothill to RR mile marker post 251 (Approx. 5 miles long)	----
		Annual Spring (Mid- May)	----
		Annual Fall (Late November)	-----

Category F Notes:

1. Spring and Fall complete vegetation abatement, including small tree removals, and debris and trash removal. Fall visit, include tree trimming. Spring abatement must be completed prior to June 1 of each year. Note also that the UPRR right of way widths vary for this site.

#	Category W–Service Level 7	Location	Monthly Cost
W1	Water Resource Recovery Facility (WRRF) ¹	35 Prado Rd Turf, groundcover and shrubs along drive fence line to bus yard and WRRF entrance as well as areas throughout facility	\$1720.00
W2	Weed Abatement at Out Fall by the WRRF water pond area	Areas by the WRRF outfall the gps coordinates are 35.244281, -120.680472 . Cost per visit in Spring & Fall	\$120.00
W3	Weed Abatement on South Higuera and parallel to bridge where it meets 101 Freeway	Weed abate areas at bridge the gps coordinates are 35.231945, -120.689044 Cost per visit in Spring & Fall.	\$80.00

Category W Notes:

1. Please Note this facility will be under construction for approximately 2.5 years so areas of maintenance will vary.

#	Category SD–Service Level 8 Weed Abatement areas for Streets Department	Location	Cost per Visit
SD1	Cerro Romauldo	Along the drainage ditch from Church St. to Jeffery St.	\$190.00
SD2	Toro Street	The bridge behind Smart & Final	\$160.00
SD3	Marsh Street North bound freeway off ramp	Marsh Street freeway north bound off ramp exit at Higuera & next to building	\$55.00
SD4	Abbott Street	Slopes on Abbott from Grand Ave. to Henderson Ave.	\$115.00
SD5	Tank Farm Road	North slopes on Tank Farm Rd. from UPRR train trestle to Orcutt	\$600.00
SD6	4401 Spanish Oaks	SW slopes on Tank Farm Rd just past heading east on Orcutt	\$100.00
SD7	3265 Rockview	Small lot on Rockview between 3271 Rockview & Crystal Springs Water Plant	\$80.00
SD8	3450 Broad St.	Bus stop area at 3450 Broad St. across the street from Rockview	\$170.00
SD9	Bullock & Orcutt	SE & SW corner of Bullock & Orcutt bio swell also lot across Bullock	\$140.00
SD10	Bus Stop on Orcutt	Bus stop on Orcutt just SE of Bullock tied to SD 9 above	\$130.00
SD11	Orcutt Bus Stop	SW parkway on Orcutt at bus stop across the street from Duncan St.	\$80.00
SD12	Bishop St. Extension	Vacant lot on Bushnell between 2287 & 2241 Bushnell St.	\$150.00
SD13	Calle Joaquin North	Parkway along the 101 Freeway fence across the street from AAA & Motel 6 to end of cul-de-sac	\$120.00
SD14	Rubio Ln.	Slopes behind the houses between 1346 to 1317 Rubio Ln.	\$300.00

SD15	LOVR creek underpass	Drainage area above creek at guardrail across the street from the golf course between Laguna & Oceanaire Sts.	\$80.00
SD16	Tank Farm Rd & Orcutt Intersection	Intersection of Orcutt & Tank Farm Rd. NE side and around the pepper tree	\$130.00
SD17	Highland Median	Small median on Highland SW of Santa Rosa and at N. Chorro intersection	\$80.00
SD18	Graves St.	At corner of Graves St. & Loomis small 20 ft. wide vacant lot adjacent to 1886 Loomis	\$130.00
SD19	Perfumo Canyon Rd.	Bridge on Perfumo Canyon Rd. both side of bridge by Irish Hills parking lot trail head.	\$130.00
SD20	Broad St. Parkway	Parkway on SW side of Broad St. from Rockview to Damon - Garcia Sports Park	\$250.00
SD21	Orcutt R.O. W.	Both sides of right of way from Tank Farm Rd. to Johnson Ave.	\$800.00
SD22	1382 Taft St.	Slope area from Kentucky St. to 1382 Taft St.(end) along north side of fence not CALTRANS side	\$50.00
SD23	Calle Joaquin South	Parkway on Calle Joaquin from KSBY TV Station to Hampton Hotel along SB 101 Freeway	\$250.00
SD24	Peach St. along creek top	Trim back poison oak and grasses on Peach St. & bike path from Nipomo to 660 Peach St.	\$220.00
SD25	Loomis St. at intersection of Buena Vista.	101 Freeway side of parkway on Loomis St. between Grand Ave. & Santa Ynez	\$120.00
SD26	Orcutt Detention Basin ¹	Large detention basin on Orcutt west side between Sacramento and UPRR tracks	\$350.00

Category SD Notes:

1. This basin is normally maintained by the AVIVO HOA but the City is requesting a cost per visit as a back up. Do not weed abate unless directed by the City.

#	Category PM—Service Level 8 Weed Abatement areas for Park Maintenance	Location	Cost per Visit
PM1	San Luis Dr.	ROW on San Luis Dr. from Johnson Ave. to California Blvd.	\$280.00
PM2	Ella-Rachel / Terrace Hills slope	Weed abate 40 foot swath area behind homes from 1515 Ella to 1073 Pauline (2094 Rachel Ln.	\$780.00
PM3	San Carlos/Del Campo (open space) & off of Bushnell	40 foot swath weed abatement behind homes from 1015 San	\$450.00

		Carlos to 2457 Leona; also the open space between home at 2287 and 2339 Bushnell (approx. 50 x 200 feet)	
PM4	Slopes Behind Sinsheimer Ball Park	Weed abate area behind Sinsheimer stadium and the SLO Public School bus barn to along the Bike Path	\$1000.00
PM5	OH Great Spirit Statue on Prado & Higuera	SW corner of Higuera & Prado	\$220.00

#	Category NR–Service Level 8 Weed Abatement areas for Natural Resources	Location	Monthly Cost
NR1	El Captain Property Off of Poinsettia	Weed abate small natural area between Poinsettia & El Captain to bridge	\$145.00
NR2	4624 Poinsettia	Weed abate small basin off of HOA service road.	\$360.00
NR3	Goldenrod and Rosemary	Weed abate area northwest side	\$210.00
NR4	Open Space behind homes on Goldenrod	Weed abate 40-foot swath behind homes on Goldenrod between 955 to 989 Goldenrod.	\$820.00
NR5	Open Space behind homes on Goldenrod	Weed abate 40 swath behind homes on Goldenrod between 904 to 906 Goldenrod.	\$500.00
NR6	Loma Bonita Slope	Weed abate slope 40 foot swath behind the homes on Loma Bonita from 166 to 270 Loma Bonita	\$880.00
NR7	South Hills Slopes	Weed abate 40 foot swath behind homes on DeVaul Ranch Rd. between Costco SC & Madonna Rd.	\$870.00
NR8	Irish Hills Slopes	Weed abate 40 foot swath behind homes between Madonna Rd & Royal (Sterling)	\$1696.00
NR9	Lizzie St. cul-de-sac Slope	Weed abate a 40 to 100 foot swath behind the home at 1645 Lizzie St.	\$600.00
NR10	Spanish Oak Dr. Slopes	Weed abate 40 to 100 foot swath behind the homes on Spanish Oaks from Orcutt to 4599 Spanish Oaks Dr.	\$1850.00
NR11	Spanish Oaks Dr. & Creek Area	Trim back shrub and tree branches along the fence line of 1370 Spanish Oaks Dr.	\$300.00
NR12	Open Space at the End of Highland Dr./Brittany (Trailhead to Bishop Peak)	Weed abate the open space are at end of Highland Dr/Brittany from street to fence line to toe of slope. Also across the street from 2 Highland	\$680.00
#	Category TEMP HELP–Service Level 9 Temporary help at designated parks	Location	Monthly Cost
TH-A	Santa Rosa Skate Park	Provide 3 hours of temporary help at Santa Rosa Skate Park	\$2275.00
TH-B	Sinsheimer Park	Provide 3 hours of temporary help at Sinsheimer Park Tennis courts and Playground cleaning	\$2275.00

SECTION K: UNIT COST FORM

The Contractor will provide all labor, equipment, and materials to install the following items on request in accordance with City Specifications at the lump sum price of:

Item	Unit	Unit Price
1 gallon plant	each	<u>\$10.00</u>
5 gallon plant	each	<u>\$18.50</u>
15 gallon plant	each	<u>\$38.00</u>
15 gallon tree with stakes and ties (Per specification 8220 - 8250)	each	\$78.00
24" box tree with stakes and ties (Per specification 8220 - 8250)	each	<u>\$230.00</u>
Turf type sod	per sq. ft.	<u>\$6.00</u>
Re-Seed Turf areas	per sq. ft.	<u>\$1.50</u>
Ground cover from flats	per flat	<u>\$26.00</u>
Bark mulch installation (labor and materials)	per cubic yard	<u>\$80.00</u>
Bark mulch installation (General labor only)	per hour	<u>\$45.00</u>
(Supervisor)	per hour	<u>\$50.00</u>
Irrigation Repairs (General labor)	per hour	<u>\$45.00</u>
(Supervisor)	per hour	<u>\$50.00</u>
Weed Abatement (General labor)	per hour	<u>\$45.00</u>
(Supervisor)	per hour	<u>\$50.00</u>
Emergency Work (General labor)	per hour	<u>\$55.00</u>
(Supervisor)	per hour	<u>\$60.00</u>

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

Firm Name and Address

Tennis Landscape Corporation	
1155 Refugio Street	
Grover Beach, CA 93433	
Contact Juan Sarabia	Phone (805) 264-0242

Signature of Authorized Representative

Juan Sarabia	Date 12/21/2020
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REFERENCES

Number of years engaged in providing the services included within the scope of the specifications under the present business name: 1974.

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	Zoo Med
Contact Name	Ken Fontes
Telephone & Email	805-440-3885
Street Address	3650 Sacramento Drive
City, State, Zip Code	San Luis Obispo, CA 93401
Description of services provided including contract amount, when provided and project outcome	<p>FULL SERVICE:</p> <p>Weekly maintenance includes: mow lawn, weed, edge, trim and blow driveways, walkways and sidewalks. Prune small trees, shrubs and ground cover. Apply fertilizer, pesticides and herbicides to trees, shrubs, flowers and turf on an as needed basis for weed control and proper growth of plants. Inspect irrigation system for proper working order. Replace broken valves, pipes and sprinkler heads.</p>

Reference No. 2:

Agency Name	TRI-W ENTERPRISES
Contact Name	LYNETTE SILVA
Telephone & Email	805-448-9972 OFFICE: 805-922-7378
Street Address	POST OFFICE BOX 6149
City, State, Zip Code	SANTA MARIA, CA 93401
Description of services provided including contract amount, when provided and project outcome	<p>FULL SERVICE:</p> <p>Weekly maintenance includes: mow lawn, weed, edge, trim and blow driveways, walkways and sidewalks. Prune small trees, shrubs and ground cover. Apply fertilizer, pesticides and herbicides to trees, shrubs, flowers and turf on an as needed basis for weed control and proper growth of plants. Inspect irrigation system for proper working order. Replace broken valves, pipes and sprinkler heads.</p>

Reference No. 3

Agency Name	
Contact Name	RICHARD COLOMBO
Telephone & Email	805-216-8003
Street Address	1277 BELRIDGE STREET #12 C
City, State, Zip Code	OCEANO, CA 93445
Description of services provided including contract amount, when provided and project outcome	<p>FULL SERVICE:</p> <p>Weekly maintenance includes: mow lawn, weed, edge, trim and blow driveways, walkways and sidewalks. Prune small trees, shrubs and ground cover. Apply fertilizer, pesticides and herbicides to trees, shrubs, flowers and turf on an as needed basis for weed control and proper growth of plants. Inspect irrigation system for proper working order. Replace broken valves, pipes and sprinkler heads.</p>

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

AMENDMENT TO AGREEMENT

AMENDMENT NO. 1

AGREEMENT TO PROVIDE LANDSCAPE MAINTENANCE SERVICES

SPECIFICATION NO. 50200-2020LS

THIS AMENDMENT TO AGREEMENT is made and entered in the City of San Luis Obispo on September 1, 2021 by and between the CITY OF SAN LUIS OBISPO, a municipal corporation, herein after referred to as City, and Tennis Landscapes, Inc. hereinafter referred to as Contractor.

WITNESSETH:

WHEREAS, on February 1, 2021 the City entered into an Agreement with Contractor for Landscape Maintenance Services per Specification No. 50200-2020LS; and

WHEREAS, the City desires to amend the agreement to provide weekly Landscape Maintenance Services for the 'the Jack House and Mission Plaza' commencing on September 6, 2021; and

WHEREAS, the Contractor has agreed to provide additional weekly Landscape Maintenance Services for the 'the Jack House.' (536 Marsh St.) and 'Mission Plaza' (898 Choro St.). This is a temporary landscape maintenance service, by the Contractor, until the City hires a permanent fulltime employee due to the loss of a fulltime employee.

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

1. The scope of services and related compensation is hereby amended as set forth in Exhibit 'A' attached hereto.
2. All other terms and conditions of the Agreement remain in full force and effect.

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

CITY OF SAN LUIS OBISPO

By: 
Matt Horn, Public Works Director

CONTRACTOR

By: 
Tennis Landscapes, Inc.

Amendment 1

Exhibit 'A'

The Jack House 536 Marsh St. & Mission Plaza 898 Chorro St.

- 1). Trim shrubs and ground cover as needed.
- 2). Eradicate broadleaf and grassy weeds on a weekly basis around walkways, bridges, buildings, turf, and planters both sides of the creek.
- 3). Blow both sides of the creek - sidewalks, remove trash & debris along sidewalks/pathways & bridges on a weekly basis.
- 4). Fertilize shrubs and turf as needed.
- 5). Mow turf lawns, trim turf edges and line trim turf on a weekly basis.
- 6). When spraying herbicides/pesticides make sure chemicals do not wash into creek.
- 7). Provide irrigation checks and make irrigation repairs in a timely manner.

Tennis Landscape Services will follow the present Agreement Contract:
Service Level 2 per Landscape Contract Maintenance – Specification 50200-2020LS:
High Level Maintenance associated with well-developed public areas, malls, & government grounds. (Weekly)

The amount to provide the landscape services is \$2,300.00 per month.

Jack House \$640.00 per month.

Mission Plaza \$1,660.00 per month.

TOTAL \$2,300.00/month

TENNIS LANDSCAPE CORP

1155 REFUGIO ST.
GROVER BEACH, CA. 93433

PROPOSAL

PROPOSAL FOR
City of SLO Accts Payable Department 990 Palm Street San Luis Obispo, CA 93401 PO#608735

DATE	PROPOSA...
9/1/2021	911123

TERMS	DUE DATE	PROJECT
	9/1/2021	

DESCRIPTION	TOTAL
<p>THE JACK HOUSE 536 MARSH ST & MISSION PLAZA 898 CHORRO ST</p> <p>1). TRIM SHRUBS AND GROUND COVER AS NEEDED 2). ERADICATE BROADLEAF AND GRASSY WEEDS ON A WEEKLY BASIS AROUND WALKWAYS, BRIDGES, BUILDING, TURF AND PLANTERS BOTH SIDES OF THE CREEK 3). BLOW SIDES OF THE CREEK - SIDEWALKS, REMOVE TRASH & DEBRIS ALONG SIDEWALKS/PATHWAYS & BRIDGES ON A WEEKLY BASIS 4). FERTILIZE SHRUBS AND TURF AS NEEDED. 5). MOW TURF LAWNS, TRIM TURF EDGED AND LINE TRIM TURF ON WEEKLY BASIS 6). WHEN SPRAYING HERBICIDES/PESTICIDES MAKE SURE CHEMICAL DO NOT WASH INTO CREEK 7). PROVIDE IRRIGATION CHECKS AND MAKE IRRIGATION REPAIRS IN A TIMELY MANNER</p> <p>TENNIS LANDSCAPE SERVICES WILL FOLLOW THE PRESENT AGREEMENT CONTACT: SERVICE LEVEL 2 PER LANDSCAPE CONTRACT MAINTENANCE-SPECIFICATION 50200-2020LS: HIGH LEVEL MAINTENANCE ASSOCIATED WITH WELL-DEVELOPED PUBLIC AREAS, MALLS & GOVERNMENT GROUNDS. (WEEKLY)</p> <p>THE AMOUNT TO PROVIDE THE LANDSCAPE SERVICES IS \$2,300.00 PER MONTH</p>	2,300.00
<p>CONTACT NAME: JESUS SARABIA, SUPERVISOR PHONE NUMBER: 805 643 1004 THE AMOUNT TO PROVIDE THE LANDSCAPE SERVICES IS \$2,300.00 PER MONTH</p>	TOTAL

AMENDMENT TO AGREEMENT

AMENDMENT NO. 4

AGREEMENT TO PROVIDE LANDSCAPE MAINTENANCE SERVICES

SPECIFICATION NO. 50200-2020LS

THIS AMENDMENT TO AGREEMENT is made and entered in the City of San Luis Obispo on April 27, 2022 by and between the CITY OF SAN LUIS OBISPO, a municipal corporation, herein after referred to as City, and Tennis Landscapes, Inc. hereinafter referred to as Contractor.

WITNESSETH:

WHEREAS, on May 1, 2022 the City entered into an Agreement with Contractor for Landscape Maintenance Services per Specification No. 50200-2020LS; and

WHEREAS, the City desires to amend the agreement to provide bi-weekly Landscape Maintenance Services for maintaining center medians on Froom Ranch Way and Dalidio Dr. a total of 10 medians.

WHEREAS, the Contractor has agreed to provide additional bi-weekly Landscape Maintenance Services for maintaining center medians on Froom Ranch Way and Dalidio Dr. a total of 10 medians. This is an ongoing landscape maintenance service, by the Contractor until both parties agree to terminate the services with a 30 day notice.

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

1. The scope of services and related compensation is hereby amended as set forth in Exhibit 'A' attached hereto.
2. All other terms and conditions of the Agreement remain in full force and effect.

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

CITY OF SAN LUIS OBISPO

By: Matt Horn

Matt Horn, Director of Public Works

CONTRACTOR

By: Juan Sarabia

Tennis Landscape, Inc.

Amendment # 4

EXHIBIT 'A'

San Luis Ranch Medians

Froom Ranch Way and Dalido Dr. Medians

- 1). Remove Trash and debris in medians
- 2). Remove dead branches on shrubs
- 3). Eradicate broadleafs and grassy weeds in shrub medians
- 4). Trim shrubs
- 5). Eradicate gophers on a continual basis.
- 6). Check irrigation system and make repairs as needed
Tennis Landscape will provide Labor and replace broken or missing drip emitters, and drip line irrigation repairs at no costs to the City. Tennis Landscape will be responsible for replacement of irrigation drip line and emitters repairs as per the Landscape Contract Specification No. 50200-2020LS with the City of San Luis Obispo.
- 7). Tennis Landscape will follow the present Agreement Contract Specification No., 50200-2020LS - Service Level 4.

MONTHLY TOTAL \$960.00

TENNIS LANDSCAPE CORP
 1155 REFUGIO ST.
 GROVER BEACH, CA. 93433

PROPOSAL

PROPOSAL FOR
City of SLO Accts Payable Department 990 Palm Street San Luis Obispo, CA 93401 PO#608735

DATE	PROPOSA...
4/5/2022	911148

TERMS	DUE DATE	PROJECT
	4/5/2022	

DESCRIPTION	TOTAL
<p>This proposal is for the San Luis Ranch Medians on both Froom Ranch Way and Dalidio Dr. This includes three medians and one round-about median on Dalidio Dr. from Madonna Rd. to Froom Ranch Way. And four medians and two round-about on Froom Ranch Way from the Froom Ranch Way Bridge to Dalidio Dr.</p>	960.00
WE APPRECIATE YOUR BUSINESS	TOTAL \$960.00

AMENDMENT TO AGREEMENT
AMENDMENT NO. 5
AGREEMENT TO PROVIDE LANDSCAPE MAINTENANCE SERVICES
SPECIFICATION NO. 50200-2020LS

THIS AMENDMENT TO AGREEMENT is made and entered in the City of San Luis Obispo on July 7, 2022 by and between the CITY OF SAN LUIS OBISPO, a municipal corporation, herein after referred to as City, and Tennis Landscapes, Inc. hereinafter referred to as Contractor.

WITNESSETH:

WHEREAS, on February 1, 2021, the City entered into an Agreement with Contractor for Landscape Maintenance Services per Specification No. 50200-2020LS; and

WHEREAS, the City desires to amend the term of this Agreement to provide Landscape Maintenance Services for Sinsheimer Park (906 Sherwood) and Johnson Park (1020 Southwood) commencing on July 18, 2022 and


WHEREAS, the Contractor has agreed to additional weekly Landscape Maintenance Services for the Sinsheimer Park (906 Sherwood) and Johnson Park (1020 Southwood). This is a temporary landscape maintenance service, by the Contractor until the full-time employee returns from leave of absence.

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


1. The scope of services and related compensation is hereby amended as set forth in Exhibit 'A' attached hereto.
2. All other terms and conditions of the Agreement remain in full force and effect.

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

CITY OF SAN LUIS OBISPO:


Matt Horn, City Engineer

CONTRACTOR:


Tennis Landscape, Inc.

TENNIS LANDSCAPE CORP

1155 REFUGIO ST.
GROVER BEACH, CA. 93433

PROPOSAL

PROPOSAL FOR
City of SLO Accounts Payable Dept. 990 Palm Street San Luis Obispo, CA 93401

DATE	PROPOSA...
7/28/2017	785

TERMS	DUE DATE	PROJECT
	7/28/2017	

DESCRIPTION	TOTAL
This proposal is for property located at Johnson Park Monthly maintenance. Mowing, edging, blowing, rodent control, repair irrigation heads after initial repair, trash removal on weekly basis	1,750.00
Ph:805 431-7063/Fax:805 473-5868 E-MAIL:Tennislandscape@yahoo.com	TOTAL \$1,750.00

TENNIS LANDSCAPE CORP

1155 REFUGIO ST.
GROVER BEACH, CA. 93433

PROPOSAL

PROPOSAL FOR
CITY OF SN LUIS OBISP 25 PRADO RD (ATTN: BRIAN BASSLER) (805) 542-9868 SN LUIS OBISPO, CA 93401

DATE	PROPOSA...
9/19/2018	823

TERMS	DUE DATE	PROJECT
	9/19/2018	

DESCRIPTION	TOTAL
Proposal city of slo sinsheimer park Mow edge blow trim shrubs eradicate gophers trim weeds around trees & fence line weekly basis. Fix broken heads. Monthly maintenance.\$3000.00 Note.city provide sprinkler during initial irrigation check. Contractor responsible after irrigation check.	3,000.00
Ph:805 431-7063/Fax:805 473-5868 E-MAIL:Tennislandscape@yahoo.com	TOTAL \$3,000.00

AMENDMENT TO AGREEMENT

AMENDMENT NO. 6

AGREEMENT TO PROVIDE LANDSCAPE MAINTENANCE SERVICES

SPECIFICATION NO. 50200-2020LS

THIS AMENDMENT TO AGREEMENT is made and entered in the City of San Luis Obispo on September 13, 2022 by and between the CITY OF SAN LUIS OBISPO, a municipal corporation, herein after referred to as City, and Tennis Landscapes, Inc. hereinafter referred to as Contractor.

WITNESSETH:

WHEREAS, on February 1, 2022 the City entered into an Agreement with Contractor for Landscape Maintenance Services per Specification No. 50200-2020LS; and

WHEREAS, the City desires to amend the agreement to provide weekly Landscape Maintenance Services for Laguna Hills Park (925 San Adriano) and Laguna Lake Park (548 Madonna) commencing on September 19, 2022; and

WHEREAS, the Contractor has agreed to provide additional weekly Landscape Maintenance Services for the Laguna Hills Park (925 San Adriano) and Laguna Lake Park (548 Madonna). This is a temporary landscape maintenance service, by the Contractor until the permanent fulltime employee position is filled.

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

1. The scope of services and related compensation is hereby amended as set forth in Exhibit 'A' attached hereto.
2. All other terms and conditions of the Agreement remain in full force and effect.

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

CITY OF SAN LUIS OBISPO

By: Matt Horn

Matt Horn, Director of Public Works

CONTRACTOR

By: [Signature]

Tennis Landscapes, Inc.

TENNIS LANDSCAPE CORP

1155 REFUGIO ST.
GROVER BEACH, CA. 93433

PROPOSAL

PROPOSAL FOR
City of SLO Accts Payable Department 990 Palm Street San Luis Obispo, CA 93401 PO#608735

DATE	PROPOSA...
9/13/2022	911166

TERMS	DUE DATE	PROJECT
	9/13/2022	

DESCRIPTION	TOTAL
LAGUNA HILLS PARK 925 ADRIANO CT. 1). Mow & edge turf on a weekly basis 2). Remove dead shrubs 3) Eradicate broadleafs and grassy weeds in shrub planters 4) Trim shrubs 5) Eradicate gophers on a continual basis. 6) Check irrigation system and make repairs as needed NOTE: City of San Luis Obispo will provide parts for any missing or broken heads found in the initial irrigation check(one time only). Tennis Landscape will provide Labor and replace broken or missing heads/irrigation repairs at no costs to the City. After initial irrigation repairs, Tennis Landscape will be responsible for replacement of irrigation heads and repairs as per the Landscape Contract Specification No. 50200-2014LS with the City of San Luis Obispo. 7) Tennis Landscape will follow the present Agreement Contract Specification No., 50200-2014LS - Service Level 2.	2,400.00
Ph:805-264-0242 E-MAIL:Tennislandscape@yahoo.com	TOTAL \$2,400.00

TENNIS LANDSCAPE CORP

1155 REFUGIO ST.
GROVER BEACH, CA. 93433

PROPOSAL

PROPOSAL FOR
City of SLO Accts Payable Department 990 Palm Street San Luis Obispo, CA 93401 PO#608735

DATE	PROPOSA...
9/13/2022	911167

TERMS	DUE DATE	PROJECT
	9/13/2022	

DESCRIPTION	TOTAL
Laguna Lake Park (504 Madonna Rd.) Monthly service 1). Mow & edge turf on a weekly basis 2). Remove dead shrubs 3) Eradicate broadleafs and grassy weeds in shrub planters & along paved areas within the Park's boundary parking lots/barriers. 4) Trim shrubs 5) Check irrigation system and make repairs as needed NOTE: City of San Luis Obispo will provide parts for any missing or broken heads found in the initial irrigation check (one time only). Tennis Landscape will provide Labor and replace or missing heads/irrigation repairs at no costs to the City. After initial irrigation repairs, Tennis Landscape will be responsible for replacement of irrigation heads and repairs as per the Landscape Contract Specification No. 50200-2014LS with the City of San Luis Obispo. 6) Tennis Landscape will follow the present Agreement Contract Specification No., 50200-2014LS – Service Level 2.	2,100.00
Ph:805-264-0242 E-MAIL:Tennislandscape@yahoo.com	TOTAL \$2,100.00

Amendment # 6

EXHIBIT 'A'

Laguna Hills Park (925 Adriano Ct.)

- 1). Mow & edge turf on a weekly basis
- 2). Remove dead shrubs
- 3). Eradicate broadleaves and grassy weeds in shrub planters
- 4). Trim shrubs
- 5). Eradicate gophers on a continual basis.
- 6). Check irrigation system and make repairs as needed
NOTE: City of San Luis Obispo will provide parts for any missing or broken heads found in the initial irrigation check(one time only). Tennis Landscape will provide Labor and replace broken or missing heads/irrigation repairs at no costs to the City.
After initial irrigation repairs, Tennis Landscape will be responsible for replacement of irrigation heads and repairs as per the Landscape Contract Specification No. 50200-2014LS with the City of San Luis Obispo.
- 7). Tennis Landscape will follow the present Agreement Contract Specification No., 50200-2014LS - Service Level 2.

The amount to provide the landscape services is \$2400.00/month.

Laguna Lake Park (504 Madonna Rd.)

- 1). Mow & edge turf on a weekly basis
- 2). Remove dead shrubs
- 3). Eradicate broadleaves and grassy weeds in shrub planters & along paved areas within the Park's boundry parking lots/barriers.
- 4). Trim shrubs
- 5). Check irrigation system and make repairs as needed
NOTE: City of San Luis Obispo will provide parts for any missing or broken heads found in the initial irrigation check (one time only). Tennis Landscape will provide Labor and replace or missing heads/irrigation repairs at no costs to the City.

After initial irrigation repairs, Tennis Landscape will be responsible for replacement of irrigation heads and repairs as per the Landscape Contract Specification No. 50200-2014LS with the City of San Luis Obispo.

- 6) Tennis Landscape will follow the present Agreement Contract Specification No., 50200-2014LS – Service Level 2.

The amount to provide the landscape services is \$2100.00/month.

AMENDMENT TO AGREEMENT

AMENDMENT NO. 7

AGREEMENT TO PROVIDE LANDSCAPE MAINTENANCE SERVICES

SPECIFICATION NO. 50200-2020LS

THIS AMENDMENT TO AGREEMENT is made and entered in the City of San Luis Obispo on March 23, 2023 by and between the CITY OF SAN LUIS OBISPO, a municipal corporation, herein after referred to as City, and Tennis Landscapes, Inc. hereinafter referred to as Contractor.

WITNESSETH:

WHEREAS, on April 1, 2023 the City entered into an Agreement with Contractor for Landscape Maintenance Services per Specification No. 50200-2020LS; and

WHEREAS, the City desires to amend the agreement to provide weekly Landscape Maintenance Services for maintaining center medians, basins and parkways at Avila Ranch TR# 3089 on Vachell Ln., Venture Dr. and Earthwood Ln.

WHEREAS, the Contractor has agreed to provide additional bi-weekly Landscape Maintenance Services for maintaining center medians, basins and parkways on at Avila Ranch TR# 3089 on Vachell Ln., Venture Dr. and Earthwood Ln.

. This is an ongoing landscape maintenance service, by the Contractor until both parties agree to terminate the services with a 30 day notice.

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

1. The scope of services and related compensation is hereby amended as set forth in Exhibit 'A' attached hereto.
2. All other terms and conditions of the Agreement remain in full force and effect.

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

CITY OF SAN LUIS OBISPO

By: 

Matt Horn, Director of Public Works

CONTRACTOR

By: 

Tennis Landscape, Inc.

Exhibit 'A'

EXHIBIT A TO AGREEMENT: SCOPE OF WORK AND SERVICE LEVELS

DETAILED DESCRIPTION OF WORK

1. Litter Control.

Ground Litter. The Contractor shall pick up litter as encountered during scheduled visits to the locations listed in Contract Proposal, taking particular care to remove fecal matter from turf areas and from areas that are highly traveled and highly visible, including parking lots.

Posted Material. The Contractor shall remove all posters, flyers, signs, and advertisements including staples, tacks, nails, and tape that are attached to trees, poles, and any other structures.

Disposal of Gathered Litter and Material. Disposal of collected litter shall be at the Contractor's expense and not deposited in site garbage cans and dumpsters. The City shall remove trash from site garbage cans unless otherwise specified.

2. Walkway Maintenance.

Litter Control. The Contractor shall remove all trash, weeds, and foreign objects from walkway surfaces as established for each Service Level. The Contractor shall then remove all trash, weeds and foreign objects from the site.

Blow Pack Use. In the downtown area, blow packs may be used between 7:00 AM and 10:00 AM. In residential areas blow packs may be used between 8:00 AM and 5:00 PM. All litter swept with a blow pack shall be picked up and removed from the site. Because of inherent noise and dust problems, the Contractor shall display courtesy and consideration towards citizens and businesses whenever a blow pack is used and shut down or direct blowing away from pedestrians. The City prefers the use of battery powered blowers when feasible.

Washing. Washing walkways shall not be permitted unless specifically authorized by the City's Contract Manager and undertaken with proper controls to prevent pollution of stormwater.

Pruning. In addition to the specified scheduled pruning, the Contractor shall prune trees, shrubs and groundcovers whenever necessary to keep walkways clear and to maintain pedestrian safety.

Equipment Pads. Equipment pads shall receive the same maintenance as walkways.

3. Irrigation.

Manual Irrigation. The Contractor shall manually irrigate vegetation as required to maintain proper plant growth. This manual irrigation shall include watering with hoses, hose bibs, quick couplers, nozzles, and sprinklers furnished by the Contractor. Manual irrigation may be required in addition to, in conjunction with, or in the absence of automatic irrigation. The Contractor shall irrigate at times of the day that shall ensure maximum plant health and minimum inconvenience for people using the area. The Contractor shall avoid water runoff onto roadways, walkways and other hard surfaces. Recycled water shall be prevented from landing on picnic tables and drinking fountains.

Schedules. On January 1, April 1, July 1, and October 1 of each year, the Contractor shall submit a proposed irrigation time of day schedule for all areas for the next 3 months. This schedule form will be provided by the city and the schedule must be approved by the City's Contract Manager.

Automatic Irrigation. The Contractor shall operate all automatic irrigation systems. Automatic irrigation shall normally take place during night or early morning hours. The Contractor shall program automatic controllers for seasonal water requirements.

During periods of rain, the contractor shall deactivate all automatic programming and go into "rain shut down.". The contractor shall notify the City when "rain shut down" is both activated and deactivated. Failure to activate "rain shut down" during rainy weather will result in the contractor being liable for the cost of water used, per location, during rainy periods.

If plant material dies due to inadequate water or over watering, the Contractor shall replace all dead plant material within 3 weeks of written notification, at no cost to the City.

Exhibit 'A'

City of San Luis Obispo
Specification No. 50200-2020-LS

Irrigation System Inspection and Repair. The contractor shall maintain all irrigation systems in proper adjustment to avoid water runoff or overspray onto adjacent properties, roadways, walkways and other hard surfaces.

The Contractor shall perform monthly irrigation system inspections by turning the system on, checking for leaks, overspray and other coverage issues, and making necessary adjustments and repairs. The Contractor shall notify the City of the inspection and submit an irrigation report the first of every month during the irrigation season.

The contractor is responsible for repairs and replacements from the lateral line up, including swing joints, risers, irrigation heads, drip emitters, and tubing. The City shall be responsible for any other irrigation system repairs.

The Contractor shall report any irrigation problems that are the City's responsibility, to the City as soon as noted, particularly any repairs needed for irrigation controllers, or improper coverage that could lead to plant death or site runoff. The Contractor shall manually irrigate an area as needed while an irrigation controller is being repaired. Before fertilization the Contractor shall check each automatic irrigation system for proper operation and adjustment.

Non-Potable (recycled) water training. Worker safety training is required for all workers working in identified areas that use non-potable (recycled) water. The training will be provided by the city and scheduled once the reclaimed systems are operable.

Water Conservation. All irrigation schedules shall comply with any watering restrictions imposed by the City of San Luis Obispo Utilities Department during drought conditions. When the Utilities Department has imposed watering restrictions, the Contractor shall consult with the City's Contract Manager to determine the best allocation of available water, considering plant species, time of year, location, and other environmental factors. Each month the Contractor shall monitor the effects of manual irrigation. During periods of officially declared water use restrictions, the Contractor shall report each month the amount of water used at each work location. Failure to comply with any mandatory restrictions may result in the contractor being liable for the cost of water used per location.

4. Disease and Pest Control.

Protection of Vegetation and the Public. The Contractor shall control and eliminate weeds, insects, rodents, and diseases that harm vegetation. In performing this pest control work, the Contractor shall use only materials and methods that will not harm the vegetation or the public. The City strongly encourages the use of Integrated Pest Management concepts in all parks.

Application Plan. The Contractor shall provide a application plan to the City's Contract Manager for approval. This plan shall include the disease or pest to be treated, the type and name of the product proposed to be used and copies of both the product label and Material Safety Data Sheet (MSDS).

Following any pesticide application, the Contractor shall submit to the City's Contract Manager on the first of the month a copy of all pesticide use reports identifying the type and brand name of the chemical, the date, rate and specific location of application.

Pesticide Application Licenses and Permits. The Contractor and its employees and subcontractors shall have and maintain all required permits and licenses required by the State of California before applying any pesticide.

Pesticide Acceptability. Any pesticide used shall be selected from the list approved by the State of California Department of Pesticide Regulations. Restricted materials may only be used with approval from the City and a permit issued by the San Luis Obispo County Agricultural Commissioner.

Rodent Traps. The Contractor shall not use rodent traps without prior written approval from the City's Contract Manager for the location and type of trap to be used. Traps will not be allowed in any area where children could be expected to play.

5. Turf Maintenance.

Mowing. The Contractor shall mow all turf areas at the locations and frequencies established for each Service Level. The Contractor shall mow turf in a workmanlike manner that ensures a smooth surface without scalping or leaving excessive cuttings. All mowing equipment shall be adjusted to the proper cutting

Exhibit 'A'

heights and sharpened adequately. Mowing height shall be two inches for all turf areas, unless otherwise specified by the City's Contract Manager for special events and other conditions. Immediately before each mowing, the Contractor shall remove all litter and trash from turf areas. Immediately after each mowing, the Contractor shall clean all adjacent walkways.

Mechanical Edging. The Contractor shall mechanically edge all turf areas. The Contractor shall edge all turf borders to leave a neat, uniform line and eliminate all grass invasion into adjacent areas. The Contractor shall also edge around other obstacles within turf areas to leave a neat, well-trimmed appearance and to allow optimum operation of sprinkler heads. When using string trimmers the Contractor shall take care to protect trees and shrubs from damage. Power edgers with rigid blades shall leave a well-defined v-shaped edge that extends into the soil.

Chemical Edging and Detailing. With approval from the City's Contract Manager the Contractor may apply edging chemicals around areas such as planters, building walls, trees, fence lines, and sprinkler heads. Before applying chemicals, the Contractor shall trim all areas to the proper height.

Fertilizing. The Contractor shall fertilize all turf areas as specified for each Service Level, except at identified areas that use recycled water, where no fertilization will be required. Application dates shall be approved by the City's Contract Manager. Following application, fertilizer shall be thoroughly watered into the soil within 24 hours. The Contractor shall notify the City's Contract Manager via the submitted monthly schedule a minimum of one week before a fertilizer application.

The turf fertilizer shall be a complete fertilizer with a ratio of 4-1-2. The Contractor shall evenly broadcast the fertilizer at a minimum rate of one pound actual available nitrogen per 1,000 square feet of turf area per application. Any fertilizer landing outside the turf area shall be swept up and removed. The Contractor shall submit to the City written documentation of the quantities of fertilizer applied at each specified work location.

Seed / Sod. Seed or sod replacement for bare areas shall be perennial rye grass or match surrounding turf.

Weed Control. The Contractor may apply selective herbicides. The Contractor shall also perform any additional weeding necessary to keep the turf free of weeds. This additional weeding may be performed by hand or by using selective herbicides.

6. Groundcover Maintenance.

Edging. The Contractor shall edge all groundcover areas as specified for each Service Level. The primary purpose for edging the groundcover is to prevent it from growing onto walkways, road ways, hard surfaces, fences, and walls. The Contractor shall not use chemical edging methods without prior approval from the City's Contract Manager.

Fertilizing. The Contractor shall fertilize all groundcover areas as specified for each Service Level. Following application, fertilizer shall be thoroughly watered into the soil within 24 hours. The Contractor shall notify the City's Contract Manager via the submitted monthly schedule a minimum of one week before a fertilizer application.

The groundcover fertilizer shall be a complete balanced low release fertilizer with a ratio of 12-12-12. The Contractor shall evenly broadcast the fertilizer at a minimum rate of ten pounds per 1,000 square feet of groundcover area per application. Any fertilizer landing outside the groundcover area shall be swept up and removed. The Contractor shall submit to the City written documentation of the quantities of fertilizer applied at each specified work location.

Weed Control. The Contractor shall maintain groundcover areas in a *weed free condition*. This weeding may be performed by hand or by using selective herbicides.

7. Shrub Maintenance

Pruning. The Contractor shall prune all shrubbery at the locations as specified for each Service Level. The primary purpose for pruning the shrubbery shall be to encourage healthy and attractive growth according to prescribed industry practices. Such pruning shall encourage the graceful, natural growth of the shrub and shall maintain plant health through removal of dead, diseased, or injured wood. The secondary purpose for pruning the shrubbery shall be to prevent it from growing onto walkways, road ways, and other hard surfaces. Where the specified pruning frequency is two times per year, the shrubs shall be pruned in the spring and fall. When required, the Contractor shall remove dead shrubbery.

Exhibit 'A'

City of San Luis Obispo
Specification No. 50200-2020-LS

Fertilizing. The Contractor shall fertilize all shrub areas at the locations as specified for each Service Level. Where the specified fertilizing frequency is twice a year, the shrubs shall be fertilized in April and September. Where the specified frequency is other than twice a year, the application dates shall be approved by the City's Contract Manager. Immediately following application, fertilizer shall be thoroughly watered into the soil. The Contractor shall notify the City's Contract Manager one week before a fertilizer application. The shrub fertilizer shall be a complete balanced low release fertilizer with a ratio of 12-12-12. The Contractor shall evenly broadcast the fertilizer at a minimum rate of ten pounds per 1,000 square feet of shrub bed area per application. The Contractor shall submit to the City written documentation of the quantities of fertilizer applied at each specified work location.

Weed Control. The Contractor shall maintain all shrub beds in a *weed free condition*. At a minimum, the contractor shall perform weeding at the locations as specified for each Service level. This weeding may be performed by hand or by using selective herbicides. When weeding is completed, the Contractor shall rake the shrub beds clear of all leaves and debris.

8. Tree Maintenance.

Pruning. The only purposes for pruning the trees shall be to maintain proper pedestrian clearances and to remove suckers. The Contractor shall not make structural changes to the trees. The Contractor shall report the need for any additional pruning to the City's Contract Manager.

Staking. The Contractor shall make minor staking repairs to all trees as required. Minor repairs shall include replacing or repairing ties, and refastening boards and braces. The Contractor shall report the need for more extensive repairs to the City's Contract Manager.

9. Miscellaneous Weed Control.

The Contractor shall maintain all fence lines, light standard bases, tree wells, buildings, walls, sidewalks, curbs, gutters, asphalt berms, parking lots, signs structures, and equipment pads etc. in a *weed free condition*. *All non-landscaped areas shall be weed free*. Herbicides used for weed control must have prior approval from the City's Contract Manager. The contractor shall perform all annual weed abatement in late May or as required by the San Luis Obispo Fire Department.

10. Drinking Fountain Maintenance.

The Contractor shall clean, scrub and disinfect all drinking fountains at the locations as specified for each Service Level.

11. Site Inspection and Reporting.

Review entire site on each occasion that a site visit is made for any reason. Report any problems, including irrigation, damage, graffiti or user issues, the same day by email, or phone if immediate repairs are needed.

Exhibit 'A'

SERVICE LEVELS

Level 2: High Level Maintenance associated with well-developed public areas, malls, government grounds. Weekly

Walkway and Turf Maintenance: Perform all aspects of walkway and mowing and edging work of turf maintenance once every five working days.

Aeration: Complete aeration routinely to maintain vigorous turf but not less than two times per year.

Reseeding / sod: Reseed or install sod in bare spots for areas larger than 4 square feet.

Fertilizer: Apply adequate fertilizer to ensure all plants are healthy and growing vigorously. Amount depends on species, length of growing season, soils and rainfall. Rates should correspond to at least the lowest recommended rates. Distribution should ensure an even supply of nutrients for the entire year. Trees, shrubs, turf and flowers should receive fertilizer levels to ensure optimum growth.

Weed Control: Weed control practiced when weeds represent more than 5% of the turf area.

Litter Control: Complete all aspects of Litter Control, at minimum, 3-5 days per week as needed so high use areas are clean. Collect litter in landscaped areas and along any property fences.

Tree, Shrub and Groundcover Maintenance: Complete all aspects of tree, shrub and groundcover maintenance for health, safety, and to maintain a neat, well maintained appearance, and maintain walkway and other clearances. Sculpted hedges or high growth species may dictate a more frequent requirement than most trees and shrubs in natural growth plantings.

Disease and Pest Control: Disease and pest control shall be performed as needed to prevent loss or disfiguration of vegetation.

Surfaces: All surfaces are to be maintained in a clean condition. Surfaces are walkways, sidewalks, stairs, tops of planters, etc.

AMENDMENT TO AGREEMENT NO. 8 – CPI 2024-25

THIS AMENDMENT TO AGREEMENT is made and entered in the City of San Luis Obispo on _____, by and between the CITY OF SAN LUIS OBISPO, a municipal corporation, hereinafter referred to as City, and Tennis Landscape, Inc., hereinafter referred to as Contractor.

WITNESSETH:

WHEREAS, on February 22, 2021, the City entered into an agreement with Contractor for landscaping services, (the "Agreement"); and

WHEREAS, the City and Contractor desire to amend the Agreement to adjust pricing for the term of July 1, 2024 to June 30, 2025 to increase pricing based on the Consumer Price Index for the Los Angeles region. The CPI adjustment for the term is 3.9% for the services attached in Exhibit A.

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

1. The Agreement is hereby amended as set forth in Exhibit A.
2. All other terms and conditions of the Agreement remain in full force and effect.

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

CITY OF SAN LUIS OBISPO

CONTRACTOR

Contractor

AMENDMENT TO AGREEMENT NO. 9

THIS AMENDMENT TO AGREEMENT is made and entered in the City of San Luis Obispo on _____ by and between the CITY OF SAN LUIS OBISPO, a municipal corporation, hereinafter referred to as City, and Tennis Landscape Inc., hereinafter referred to as Contractor.

WITNESSETH:

WHEREAS, on February 22, 2021, the City entered into an agreement with Contractor for Landscape Services, and

WHEREAS, the City and Contractor desire to amend the contract as set forth in Exhibit A.

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

- 1 The agreement is amended to include the services set forth in Exhibit A.
- 2 All other terms and conditions of the Agreement remain in full force and effect.

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

CITY OF SAN LUIS OBISPO

City Manager

CONTRACTOR

Contractor

EXHIBIT 'A'

Landscape Maintenance at Broad St. Medians

Contractor to Provide Landscape Maintenance services at 2 small medians on Broad St. by Damon Garcia Sports Park:

- 1. Eradicate Weeds
- 2. Pick up trash and debris in medians
- 3. Eradicate gophers
- 4. Trim Shrubs and grasses.
- 5. Monitor irrigation and make necessary repairs. Note: irrigation valve is tied to the Damon Garcia Sports Park controller.
- 6. Clean curb & gutters.
- 7. Adjust and re-stake trees in medians as necessary.

Total \$140.00 per month

TENNIS LANDSCAPE CORP

1155 REFUGIO ST.
GROVER BEACH, CA. 93433

PROPOSAL

PROPOSAL FOR
CityofSLO Accts Payable Department 990 Palm Street San Luis Obispo, CA 93401

DATE	PROPOSA ...
9/9/2024	911239

TERMS	DUE DATE	PROJECT
	9/9/2024	

DESCRIPTION	TOTAL
<p>THIS PROPOSAL IS FOR THE PROPERTY ON BROAD STREET SAN LUIS OBISPO</p> <p>Provide by weekly maintenance at 2 islands on broad street locate at Damon Garcia For amount .\$.140.00 per month</p>	<p>140.00</p>
<p>CONTACT NAME:JESUS SARABIA, SUPERVISOR PHONE NUMBER:805 431-7047</p>	<p>TOTAL \$140.00</p>



Department: Police
Cost Center: 8001
For Agenda of: 1/14/2025
Placement: Business
Estimated Time: 30 Minutes

FROM: Rick Scott, Police Chief
Prepared By: Brian Amoroso, Deputy Chief

SUBJECT: PRESENT THE 2024 POLICE DEPARTMENT STAFFING STUDY

RECOMMENDATION

Receive and file the 2024 San Luis Obispo Police Department staffing study final report.

POLICY CONTEXT

The Police Department completed development work on a 5-year strategic plan, which was [presented to the City Council](#) on January 23, 2024. One of the action items from the strategic plan was to conduct a department-wide staffing study to inform and direct future staffing needs for the Police Department.

DISCUSSION

Background

On January 27, 2024, the Police Department released a request for proposals (Attachment B) to conduct a department-wide staffing study, as recommended in the strategic plan. After receiving and reviewing twelve proposals, the Center for Public Safety Management (CPSM) was selected and awarded the contract based on their proposal (Attachment C).

Over the 10 months that followed, CPSM worked closely with department staff to gather data, conduct departmental interviews and focus groups, compare what they learned to law enforcement industry best-practices, and identify areas for improved efficiencies and staffing recommendations to better serve the community.

CPSM defined the following objectives in their proposal:

- Conduct a forensic data analysis to identify actual workload and locations of incidents that will create a picture of the as-is condition of service delivery and service demands, evaluating all facets of the department to establish workloads and service demands.
- Identify and recommend appropriate staffing and deployment levels for every discrete operational and support function for policing.

Item 7a

- Examine the department's organizational structure and culture.
- Perform a gap analysis, comparing the as-is state of the department to the industry's best practices.
- Recommend a management framework to ensure accountability, increased efficiency, enhanced safety for responders and the community, and improved performance.
- Complete a staffing analysis using workload and performance, based on research conducted by the International City/County Management Association, International Project Management Association, Commission on the Accreditation for Law Enforcement Agencies, and Center for Public Safety Management.

CPSM delivered a comprehensive and detailed study of departmental staffing, thorough analysis of police calls for service, current staffing levels, and departmental procedures. In total, CPSM identified 55 recommendations (including procedural and operational recommendations) related to improving efficiencies and increasing staffing to better serve the community today and in the future.

Many of the 55 recommendations in the staffing study do not require additional staff and are procedural in nature. The department will be implementing these recommendations as operationally possible. Some examples of procedural recommendations include:

- Examine shift deployment schedules and adjust as necessary to better align available personnel with workload demands.
- Reevaluate the criteria for deployment and response by Community Service Officers (CSOs) to calls for service to meet the community's and the department's needs.
- Data from the top 10 collision locations and top 10 traffic complaint locations should be used to generate a monthly report for supervisors to review and share with field enforcement teams to ensure traffic stops are occurring where needed to address safety issues.
- The department should enhance the crime analyst role by expanding the focus to a real-time crime intervention program.
- Patrol supervisors should complete entire disciplinary investigations as appropriate.
- Identified the need for bullet resistant glass at the Records window and bullet resistant material below the glass.

The following table summarizes the additional full-time equivalent employees (FTEs) recommended by CPSM based on the data analyzed:

SWORN POSITIONS	FTE
Police Officer	9
Patrol	6
Detective	2
School Resource Officer	1
Sergeant	2
Patrol	1
Admin Training/Internal Affairs	1
TOTAL SWORN	11
CIVILIAN POSITIONS	FTE
Communications	2
Dispatcher	2
Civilian Positions	1
Assist Hiring/Training	0.5
Records Front Counter	0.5
TOTAL CIVILIAN	3
TOTAL SWORN AND CIVILIAN	14

Given the significant costs associated with adding new FTEs to the department, in addition to the length of time required to hire and train employees, the department developed several implementation timelines ranging between 5 and 8 years (Attachment D). These timelines were designed to strike a balance between addressing departmental staffing needs, while allowing for budgetary allocation in a tiered manner over several budget cycles. The initial prioritization of patrol officers and a patrol sergeant will address an immediate need identified to increase the number of officers working during high call for service timeframes.

One dispatcher was also prioritized in year 1 as this position has been hired as over strength, on prior approval of the City Manager, and is currently in the training program. The City Manager can approve an over strength hire to address a critical staffing need that cannot wait for a budget cycle FTE addition. Dispatch candidates have been extremely difficult to find in recent years, and the transition from a civilian dispatch

manager to a Lieutenant dispatch manager has left the center with one less employee that can work a console as a solo dispatcher. An immediate need was identified to have a 12th dispatcher, to balance staffing on day shift and night shift. This position has been funded by department salary savings and savings in other contract services from the vacant social worker position, which was recently hired. Any additional positions will be considered as part of the 2025-27 Financial Plan and future financial plan processes based on available resources.

The department was recently awarded a Community Oriented Policing Services (COPS) grant, which provides a total of \$250,000 over three years to offset the costs of two new patrol officers. [Council approved the acceptance of this grant on 11/12/2024](#). If the new officer positions are authorized through the 2025-27 Financial Plan, spending of the COPS grant funds must begin by 2026 to comply with the grant deadlines. (Additional COPS funding details are provided in Attachment D.)

Previous Council or Advisory Body Action

City council received and filed the Police Department 5-year Strategic Plan on January 23, 2024, which included a recommendation to conduct a staffing study. There has been no additional prior Council action related to the staffing study.

Public Engagement

Robust public engagement occurred during the creation of the 5-Year Strategic Plan. The feedback gained from these efforts produced the action items in the strategic plan, including the commission of a staffing study to better analyze police staffing levels across the organization. CPSM focused their efforts to employee feedback, and intensive departmental statistical data collection to inform and develop their recommendations.

CONCURRENCE

The staffing study final report has been shared with the Human Resources and Finance Departments.

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

The implementation of new positions will have a fiscal impact to the City. The exact impact is unknown at this time as it will vary depending on the number of positions hired and the cadence at which they are hired. The department completed cost estimates for several implementation models that incrementally add positions over five to eight years (Attachment D). A phased implementation approach will allow for fiscal planning and hiring of recommended positions.

Budgeted: No
 Funding Identified: No

Budget Year: 2025-2033

Fiscal Analysis:

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

ALTERNATIVES

Council could decide to not receive and file the staffing study. This action is not recommended by staff as the staffing study provides an updated, comprehensive department analysis and identifies areas for procedural and staffing improvements.

ATTACHMENTS

- A - 2024 Police Department Staffing Study Final Report
- B - Staffing Study RFP
- C - CPSM Staffing Study Proposal
- D - Staffing Study Implementation Options

POLICE OPERATIONS AND DATA ANALYSIS REPORT

SAN LUIS OBISPO, CALIFORNIA



CPSM[®]

CENTER FOR PUBLIC SAFETY MANAGEMENT, LLC
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WWW.CPSM.US • 716-969-1360



Exclusive Provider of Public Safety Technical Services for
International City/County Management Association

THE ASSOCIATION & THE COMPANY

INTERNATIONAL CITY/COUNTY MANAGEMENT ASSOCIATION (ICMA)

The International City/County Management Association (ICMA) is a 109-year-old, non-profit professional association of local government administrators and managers, with approximately 13,000 members located in 32 countries.

Since its inception in 1914, ICMA has been dedicated to assisting local governments and their managers in providing services to their community members in an efficient and effective manner.

ICMA advances the knowledge of local government best practices with its website, www.icma.org, publications, research, professional development, and membership.

CENTER FOR PUBLIC SAFETY MANAGEMENT (CPSM)

The ICMA Center for Public Safety Management (ICMA/CPSM) was launched by ICMA to provide support to local governments in the areas of police, fire, and Emergency Medical Services.

The Center also represents local governments at the federal level and has been involved in numerous projects with the Department of Justice and the Department of Homeland Security. In 2014, as part of a restructuring at ICMA, the Center for Public Safety Management (CPSM) spun out as a separate company and is now the exclusive provider of public safety technical assistance for ICMA. CPSM provides training and research for the Association's members and represents ICMA in its dealings with the federal government and other public safety professional associations such as CALEA, PERF, IACP, IFCA, IPMA-HR, DOJ, BJA, COPS, NFPA, etc.

The Center for Public Safety Management, LLC, maintains the same team of individuals performing the same level of service that it had for ICMA. CPSM's local government technical assistance experience includes workload and deployment analysis using our unique methodology and subject matter experts to examine department organizational structure and culture, identify workload and staffing needs, and identify industry best practices.

We have conducted more than 400 such studies in 46 states and provinces and more than 275 communities ranging in population size 3,300 (Lewes, DE) to 800,000 (Indianapolis, IN).

Thomas Wieczorek is the Director of the Center for Public Safety Management.

Leonard Matarese serves as the Managing Partner for Research and Project Development.

Dr. Dov Chelst is the Director of Quantitative Analysis.

CENTER FOR PUBLIC SAFETY MANAGEMENT PROJECT CONTRIBUTORS

Thomas J. Wieczorek, Director

Leonard A. Matarese, Director, Research & Project Development

Dov Chelst, Director of Quantitative Analysis

Shan Zhou, Data Analyst

David Martin, Data Analyst

David Swing, Senior Associate– Team Leader

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John Perez, Senior Associate

Dennis Kouba, Senior Editor

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SECTION 1. EXECUTIVE SUMMARY

The Center for Public Safety Management, LLC (CPSM) was commissioned to review the staffing and operations of the San Luis Obispo Police Department. While our analysis covered many aspects of the department's operations, particular areas of focus of this study were identifying appropriate staffing of the department given the workload, community demographics, and crime levels.

We analyzed the department workload using operations research methodology and compared that workload to staffing and deployment levels. We reviewed other performance indicators that enabled us to understand the implications of service demand on current staffing. Our study involved data collection, interviews with key operational and administrative personnel, internal departmental focus groups with line-level department personnel, on-site observations of the job environment, data analysis, comparative analysis, and the development of alternatives and recommendations.

Based upon CPSM's detailed assessment of the San Luis Obispo Police Department, it is our conclusion that the department provides quality law enforcement services. The staff is professional and dedicated to the purpose of the department. Throughout this report, we will strive to allow the reader to take a look inside the department to understand its strengths and its challenges. The recommendations made in this report offer an opportunity for the department's strengths to become stronger and the challenges to become less challenging. We sincerely hope that all parties utilize the information and recommendations contained herein in a constructive manner to make a fine law enforcement agency even better.

As part of this Executive Summary, following we list general observations that we believe identify some of the more significant issues facing the department. Additionally, in this summary we also include a comprehensive list of recommendations for consideration; we believe these recommendations will enhance organizational effectiveness. Some of these recommendations involve the addition of personnel or the creation of new job classifications. In the case of the San Luis Obispo Police Department, the recommendations we make will require a substantial financial commitment on the part of the jurisdiction. It is important to note that in this report we will examine specific sections and units of the department and will offer a detailed discussion of our observations and recommendations for each.

The list of recommendations is extensive. Should the City of San Luis Obispo choose to implement any or all recommendations, it must be recognized that this process should be approached as a long-term endeavor, since implementation of some recommendations could require a year, two years, or more. The recommendations are intended to form the basis of a long-term improvement plan for the city and department. It is important that we emphasize that this list of recommendations, though lengthy, is common in our assessments of agencies around the country. The number of recommendations should in no way be interpreted as an indictment of what we consider to be a fine department.

Immediately following we offer a list of recommendations that CPSM advises be implemented within one year of the presentation of this report.

CPSM RECOMMENDATIONS FOR PRIORITY IMPLEMENTATION WITHIN ONE YEAR

The following recommendations are identified by CPSM as those that should be implemented within one year. This list is not ordered in terms of priority or importance; these recommendations are those that we advocate for implementation within one year from the data of this report.

- It is recommended that the role of the lieutenant watch commander be evaluated to make it more of a patrol operational role to allow more functional supervision.
- CPSM recommends evaluating and reducing supervisory collateral duties to ensure more proactive field supervision.
- CPSM recommends the department reevaluate the criteria for deployment and response by CSOs to calls for service so as to meet the community's and the department's needs.
- CPSM recommends that the response to calls for service by CSOs be in line with their training and compliance with department policy.
- CPSM recommends data from the top 10 collision locations and top 10 traffic complaint locations be used to generate a monthly report for supervisors to review and share with field enforcement teams to ensure traffic stops are occurring where needed to address safety issues.
- It is recommended that the Department enhance the crime analyst role by expanding the focus to a real-time crime intervention program.
- CPSM recommends the SLOPD's executive staff establish an ad-hoc committee to recommend an approach to assigning ancillary duties to better define appropriate staffing levels throughout the organization.
- Regarding future staffing and development considerations, CPSM recommends that the SRO track all cases and CFS via the CAD system and a handwritten log that can be transferred to the RMS system for better tracking.
- CPSM recommends the department utilize a third-party background investigation firm as its primary resource for background investigations in order to reduce the auxiliary workload for detectives and patrol personnel currently performing these tasks. The department should refer to CA POST Training Bulletin No. 2024-08 for guidance and legal restrictions.
- CPSM recommends that department and procurement personnel identify strategies that allow the department to have greater influence in the selection of and timely acquisition of police vehicles to include purchasing non-hybrid vehicles.
- CPSM recommends that patrol vehicles be replaced or transferred to non-patrol functions in the department or city after logging 100,000 miles.
- CPSM recommends the department develop a methodology that ensures vehicles are consistently driven.
- CPSM recommends the SLOPD abandon the current methodology for assigning calls and move to a traditional beat designation; the department should use vehicle location technology to assign the closest available unit until a beat system is implemented

- CPSM recommends the SLOPD undertake a review of the reason for the delay in dispatching Priority 1 calls, particularly the definition of call types, and implement effective changes to protocols to reduce the dispatch delay. CPSM recommends the department continue to monitor response times to high-priority calls to ensure changes to practice have their intended result.
- CPSM recommends that SLOPD develop and implement a Quality Assurance program for the Communications Center and ensure that audits are being conducted of emergency medical dispatch calls. There are software programs that can assist as well as successful programs in other agencies that could be a model for the department.
- CPSM recommends SLOPD evaluate the use of Motorola's Video-Manager EL software product to administer and process all BWV and in-car digital video. The use of software to auto-populate and classify video will reduce the time P&E technicians expend in reviewing and categorizing videos for digital case folders.
- CPSM recommends the department implement a video recording system for all the property room locations.
- CPSM recommends the SLOPD return to annual audits and inventory of Property & Evidence to avoid potential issues that can develop quickly.
- CPSM recommends the department strive to complete misconduct investigations in 45 calendar days and service complaint investigations in 30 days, if possible, unless an extension is necessary. These time frames should be included in department policy.
- CPSM recommends that patrol supervisors complete internal investigations as appropriate.
- It is recommended that SLOPD establish an accurate tracking system of all Records Section tasks and use the data to determine workloads and staffing levels.
- It is recommended that SLOPD fill the current vacancy in Records as well as consider the hiring of part-time employees to include a cadet program to focus on front counter customers, requests for police reports, and work related to the release of property. This approach will allow the records clerk to focus on reducing backlogs and accomplishing needed data inputs.

§ § §

GENERAL OBSERVATIONS

The San Luis Obispo Police Department is a professional law enforcement organization that takes great pride in providing a “no-call is-too-small” philosophy of service. The members of the department, both sworn and civilian, are committed to the department and to the community.

The leadership of the department is aware of the challenges in leading a police organization during challenging times and is also focused on the future and the purpose of policing. One of the greatest challenges in policing today is staffing; the department is not immune from those struggles. The sworn membership of the department has not experienced a significant increase in staffing in decades while the demands of the profession and community have increased exponentially. The stagnated levels of sworn staffing have resulted in some creative staffing solutions such as using civilian employees. However, the sworn workforce is tired from working excessive overtime to cover patrol shifts, work special events, and fulfill collateral duty assignments. While all of these activities are the norm in the policing profession, reduced staffing makes each of them more challenging and onerous over a period of time.

According to a City budget document, the department's budget makes up 18 percent of the city's general fund budget expenditure; combined, public safety services make up 31 percent of the general fund budget. While the level of funding is a policy decision for elected leadership, it is important to recognize that public safety services provide essential safety services for 8,760 hours a year, not just during daytime office hours. Public safety staffing often requires backfilling via overtime for vacancies to ensure a minimum number of personnel are available to respond to emergency situations.

As noted previously, a comprehensive list of recommendations follows; each is discussed in the appropriate section of the report. These recommendations are offered to enhance the operation and service of the San Luis Obispo Police Department. The recommendations are aimed at ensuring that law enforcement resources are optimally deployed, operations are streamlined for efficiency, and services provided are cost-effective, all while maintaining a high level of service to the community members of the City of San Luis Obispo.

CPSM staff would like to thank Chief of Police Rick Scott and the entire staff of the San Luis Obispo Police Department for their gracious cooperation and assistance during this study.

§ § §

RECOMMENDATIONS

Operations Bureau

Patrol Deployment

(See pp. 19-46.)

1. It is recommended that the role of the lieutenant watch commander be evaluated to make it more of a patrol operational role to allow more functional supervision.
2. CPSM recommends evaluating and reducing supervisory collateral duties to ensure more proactive field supervision.
3. CPSM recommends that a more formal senior officer program be created and those selected for this role attend leadership and in-service supervisor training. These officers can act as a force multiplier and can be utilized to handle minor field issues requiring a supervisor's perspective.
4. CPSM recommends that SLOPD increase minimum staffing levels of patrol shifts by two police officers between the hours of 7:00 a.m. and 2:00 a.m. This can be accomplished by adding personnel to day watch and a mid-day watch through the addition of six officers and a patrol supervisor.
5. Examine shift deployment schedules and adjust as necessary to better align available personnel with workload demands.
6. Add a mid-day watch shift and one additional supervisor for the watch on a 4-10 schedule.

Community Service Officers

(See pp. 46-47.)

7. CPSM recommends that the CSOs be provided with specific delineated duties.
8. CPSM recommends the department reevaluate the criteria for deployment and response by CSOs to calls for service so as to meet the community's and the department's needs.
9. It is recommended that the response to calls for service by CSOs be in line with their training and compliance with department policy.

Traffic Unit

(See pp. 47-48.)

10. CPSM recommends that the motor vacancy be filled.
11. It is recommended that SLOPD continue to embrace the mission philosophy of enforcement, education, and engineering. This will ensure a focused approach to handling traffic incidents and will maximize the traffic unit's efforts.
12. CPSM recommends that the traffic staffing be primarily used for the traffic mission.
13. CPSM recommends data from the top 10 collision locations and top 10 traffic complaint locations be used to generate a monthly report for supervisors to review and share with field enforcement teams to ensure traffic stops are occurring where needed to address safety issues.

Downtown Bicycle Officers

(See pp. 48-49.)

14. CPSM recommends that the vacancy in the bicycle detail be filled.

Community Action Team

(See p. 49.)

15. CPSM recommends that the current vacancy be filled.

Crime Analysis Unit

(See pp. 49-50.)

16. CPSM recommends that the Department enhance the crime analyst role by expanding the focus to a real-time crime intervention program.

Administrative/Investigative Bureau

Criminal Investigations Section

(See pp. 50-59.)

17. Based on the findings of the detective workload and staffing assessment, CPSM found that the Investigative Division would immediately benefit from two additional full-time detectives.
18. CPSM recommends the department's executive staff establish an ad-hoc committee to recommend an approach to assigning ancillary duties to better define appropriate staffing levels throughout the organization.
19. It is recommended the department develop a process through Spillman Technologies to track clearance rates for all detectives and cases assigned to patrol officers.
20. It is recommended the department develop a succession plan for the computer forensic position to avoid a vacancy in this position. A temporary vacancy in this position would impact many complicated investigations as well as the daily guidance provided for detective and patrol personnel.

SROs

(See pp. 59-60.)

21. CPSM recommends one additional SRO to meet the NASRO national standards of one SRO per 1,000 students, as San Luis Obispo has surpassed 2,000 students.
22. If adding one SRO is not feasible, CPSM recommends adding one police officer to the authorized budget and utilizing this officer as a part-time officer at the middle school during the school year, allowing the full-time SRO to remain full-time at the high school.
23. Regarding future staffing and development considerations, CPSM recommends that the SRO track all cases and CFS via the CAD system and a handwritten log that can be transferred to the RMS system for better tracking.

Special Enforcement Team (SET)

(See pp. 61-63.)

24. It is recommended that the SET vacancy be filled as soon as staffing allows.

Training and Hiring Unit

(See pp. 64-66.)

25. CPSM recommends the department develop an approach to assign a part-time individual to assist with the regular tasks.

26. CPSM recommends the department evaluate the use of an administrative sergeant to assist the training manager with recruitment and hiring tasks and responsibilities in order to support the current workload and associated tasks.
27. CPSM recommends the department utilize a third-party background investigation firm as its primary resource for background investigations in order to reduce the auxiliary workload for detectives and patrol personnel currently performing these tasks. The SLOPD should refer to CA POST Training Bulletin NO. 2024-08 for guidance and legal restrictions.
28. The department should continue to invest in software to help track Training Unit responsibilities and reduce the training manager's workload.

Internal Affairs

(See pp. 67-70.)

29. CPSM recommends the SLOPD add an Administrative sergeant to assist the Administrative lieutenant with Internal Affairs and personnel investigations or use a third-party investigator to ensure the impartiality and timeliness of investigations.
30. CPSM recommends the department strive to complete misconduct investigations in 45 calendar days and service complaint investigations in 30 days, if possible, unless an extension is necessary. These time frames should be included in department policy.
31. CPSM recommends that patrol supervisors complete entire investigations as appropriate.
32. Patrol supervisors should attend internal affairs training in they are handling complaint investigations.

Support Services

Fleet

(See pp. 71-73.)

33. CPSM recommends the department increase the number of patrol vehicles in its fleet by four to allow for spare vehicles and to accommodate the recommended new officer positions.
34. CPSM recommends that department and procurement personnel identify strategies that allow the department to have greater influence in the selection of and timely acquisition of police vehicles to include purchasing non-hybrid vehicles.
35. CPSM recommends that patrol vehicles be replaced or transferred to non-patrol functions in the department or city after logging 100,000 miles.
36. CPSM recommends that the city purchase a fleet management system that is shared with a designee at the police department to more effectively track maintenance and repairs for police vehicles.
37. CPSM recommends the department purchase a portable disinfecting system that can be used to disinfect the vehicles from bacteria and viruses.
38. CPSM recommends the department develop a methodology that ensures vehicles are consistently driven.
39. CPSM recommends the Department move the evidence vehicles to an off-site location to free up parking spaces and limit the trauma of staff seeing the vehicles on daily basis.

Facility

(See pp. 73-75.)

40. CPSM recommends the City move the Traffic Unit into the 1042 building.
41. CPSM recommends the city prioritize the updating of the 1042 Walnut building to provide a professional, esthetically appealing and safe environment for police employees.
42. CPSM recommends the Department move the evidence vehicles to an off-site location to free parking spaces and limit the vicarious trauma of staff seeing the vehicles on daily basis.
43. CPSM recommends the City strengthen the fence on the Santa Rosa side of the building to discourage access to the patio area of the building.
44. CPSM recommends the installation of bullet resistant glass at the Records window and bullet resistant material below the glass.
45. CPSM recommends the city prioritize the abandonment of the property and 1016 Walnut and the updating of the 1042 Walnut building to provide a professional and esthetically appealing environment for police employees.

Communications Center/Dispatch

(See pp. 75-85.)

46. CPSM recommends adding two dispatchers for peak call periods from 7:00 a.m. to 7:00 p.m.
47. CPSM recommends the SLOPD abandon the current methodology for assigning calls and move to a traditional beat designation; it should use vehicle location technology to assign the closest available unit until a beat system is implemented
48. CPSM recommends that the GPS of the patrol vehicles be used to dispatch the closest available unit to calls if the designated beat officer is unavailable.
49. CPSM recommends the SLOPD undertake a review of the reason for the delay in dispatching Priority 1 calls, particularly the definition of call types, and implement effective changes to protocols to reduce the dispatch delay. CPSM recommends the department continue to monitor response times to high-priority calls to ensure changes to practice have their intended result.
50. CPSM recommends that SLOPD develop and implement a quality assurance program and ensure that audits are being conducted of emergency medical dispatch calls. There are software programs that can assist as well as successful programs in other agencies that could be a model for SLOPD.

Property and Evidence

(See pp. 85-89.)

51. CPSM recommends the SLOPD evaluate the use of Motorola's Video-Manager EL software product to administer and process all BWV and in-car digital video. The use of software to auto-populate and classify video will reduce the time P&E technicians expend in reviewing and categorizing videos for digital case folders.
52. CPSM recommends the SLOPD develop a solution to implement a video recording system for all the property room locations.
53. CPSM recommends the SLOPD return to annual audits and inventory of Property & Evidence to avoid potential issues that can develop quickly.

Records Unit

(See pp. 89-92.)

54. It is recommended the SLOPD establish an accurate tracking system of all Records tasks and use the data to determine workloads and staffing levels.
55. It is recommended the SLOPD fill the current vacancy and also consider the hiring of part-time employees to include a cadet program to focus on front counter customers, requests for police reports, and work related to the release of property. This approach will allow the Records clerk to focus on the reducing backlogs and accomplishing needed data inputs.

§ § §

SECTION 2. METHODOLOGY

Data Analysis

CPSM used numerous sources of data to support our conclusions and recommendations for the San Luis Obispo Police Department. Information was obtained from the FBI Uniform Crime Reporting (UCR) Program, Part I offenses, along with numerous sources of internal information. UCR Part I crimes are defined as murder, rape, robbery, aggravated assault, burglary, larceny-theft, and larceny of a motor vehicle. Internal sources included data from the computer-aided dispatch (CAD) system for information on calls for service (CFS).

Interviews

This study relied extensively on intensive interviews with personnel. On-site and in-person interviews were conducted with all division commanders regarding their operations.

Focus Groups

A focus group is an unstructured group interview in which the moderator actively encourages discussion among participants. Focus groups generally consist of eight to ten participants and are used to explore issues that are difficult to define. Group discussion permits greater exploration of topics. For the purposes of this study, focus groups were held with a representative cross-section of employees within the department.

Document Review

CPSM consultants were furnished with numerous reports and summary documents by the San Luis Obispo Police Department. Information on strategic plans, personnel staffing and deployment, monthly and annual reports, operations manuals, intelligence bulletins, evaluations, training records, and performance statistics were reviewed by project team staff. Follow-up phone calls were used to clarify information as needed.

Operational/Administrative Observations

Over the course of the evaluation period, numerous observations were conducted. These included observations of general patrol; investigations; support services such as records, communications, and property and evidence; and administrative functions. CPSM representatives engaged all facets of department operations from a "participant observation" perspective.

Staffing Analysis

In virtually all CPSM studies, we are asked to identify appropriate staffing levels. That is the case in this study as well. In this report we will discuss workload, operational and safety conditions, and other factors to be considered in establishing appropriate staffing levels. Staffing recommendations are based upon our comprehensive evaluation of all relevant factors.

SECTION 3. COMMUNITY AND DEPARTMENT OVERVIEW

COMMUNITY

The City of San Luis Obispo is the county seat of the County of San Luis Obispo; the city had a population as of 2023 of 48,249. San Luis Obispo also the home to Cal Poly University, a renowned public university. The city's largest employers are the university and County of San Luis Obispo. The city is characterized by a year-round temperate climate and is known for its weekly farmer's market and thriving downtown. The city has a total land area of 14.1 square miles.

The city operates under a Council/Mayor/Manager form of government. The City Council consists of a Mayor and four council members. All members of council are elected to four-year terms and serve the city at large. The Mayor is elected to a two-year term.

Demographics

According to 2023 U.S. Census information, the city's demographic makeup is 79.1 percent White, 17.9 percent Hispanic, 1.3 percent African-American/Black, 0.5 percent Native American, 5.5 percent Asian, and 10.3 percent two or more races.

The owner-occupied housing rate in the city is 38.0 percent; 62.0 percent of the residents live in rental housing. The median household income is \$65,000 for the City of San Luis Obispo, compared to \$90,158 for the County of San Luis Obispo. Persons living in poverty make up 18.0 percent of the city's population. The median home price in the City of San Luis Obispo is \$841,700, compared to \$726,700 for the entire county.

LAW ENFORCEMENT SERVICES

The San Luis Obispo Police Department is the largest municipal law enforcement agency in the County of San Luis Obispo, and provides a range of law enforcement services, excluding custody operations.

Uniform Crime Report/Crime Trends

While communities differ from one another in population, demographics, geographical landscape, and social-economic distinctions, comparisons to other jurisdictions can be helpful in illustrating how crime rates in the City of San Luis Obispo measure up against those of similarly sized jurisdictions in the state as well as the State of California and the nation overall.

The FBI's Uniform Crime Reporting (UCR) Program assembles data on crime from police departments across the United States; the reports are utilized to measure the extent, fluctuation, and distribution of crime. For reporting purposes, criminal offenses are divided into two categories: Part 1 offenses and Part 2 offenses. For Part 1 offenses, representing the most serious crimes, the UCR index is split into two categories: violent crimes and property crimes. Violent crimes include murder, rape, robbery, and aggravated assault. Property crimes include burglary, larceny, and motor vehicle theft. Crime rates are expressed (indexed) as the number of incidents per 100,000 population to allow for comparison.

Data acquired by CPSM from the FBI for use in this report is for 2023, which is the most recent annual information available. As indicated in the following table, in 2023 the San Luis Obispo Police Department reported a UCR Part I violent crime rate of 526 (indexed per 100,000) and a property crime rate of 2,698 (indexed per 100,000).

In comparing San Luis Obispo's data with other California cities, one can see that San Luis Obispo reports a violent crime rate that is higher than many of the other cities, and a property crime rate that is the highest of the comparable cities in the table. San Luis Obispo's crime rates are somewhat higher compared to the State of California as a whole.

TABLE 3-1: Crime Rates, 2022 and 2023

Municipality	State	2022				2023			
		Population	Crime Rates			Population	Crime Rates		
			Violent	Property	Total		Violent	Property	Total
Atascadero	CA	30,226	390	1,403	1,793	30,323	214	999	1,214
Goleta	CA	32,296	152	1,657	1,808	32,503	172	1,449	1,621
Hollister	CA	42,681	323	806	1,129	42,547	343	879	1,222
Lompoc	CA	43,654	499	1,936	2,435	43,591	484	1,762	2,246
Paso Robles	CA	30,906	317	1,695	2,013	30,792	403	1,598	2,001
Porterville	CA	62,653	487	2,086	2,573	62,508	445	2,070	2,515
Santa Barbara	CA	85,847	480	2,152	2,631	85,382	611	1,815	2,427
Santa Cruz	CA	62,809	712	3,544	4,256	62,929	655	2,390	3,045
Santa Maria	CA	109,348	650	2,780	3,430	109,687	617	2,367	2,984
Santa Paula	CA	31,118	328	1,102	1,430	31,400	382	847	1,229
Seaside	CA	32,390	417	1,216	1,633	30,187	434	831	1,265
San Luis Obispo	CA	47,394	563	3,682	4,245	48,249	526	2,628	3,154
California		39,114,785	500	2,343	2,843	39,109,070	511	2,273	2,784
National		332,403,650	380	1,954	2,334				NA

Note: National crime statistics are not yet available for 2023. The FBI usually reports these statistics in late September or early October of the following year. We used population estimates from the State of California's Department of Finance.

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FIGURE 3-1: Reported San Luis Obispo Violent and Property Crime Rates, by Year

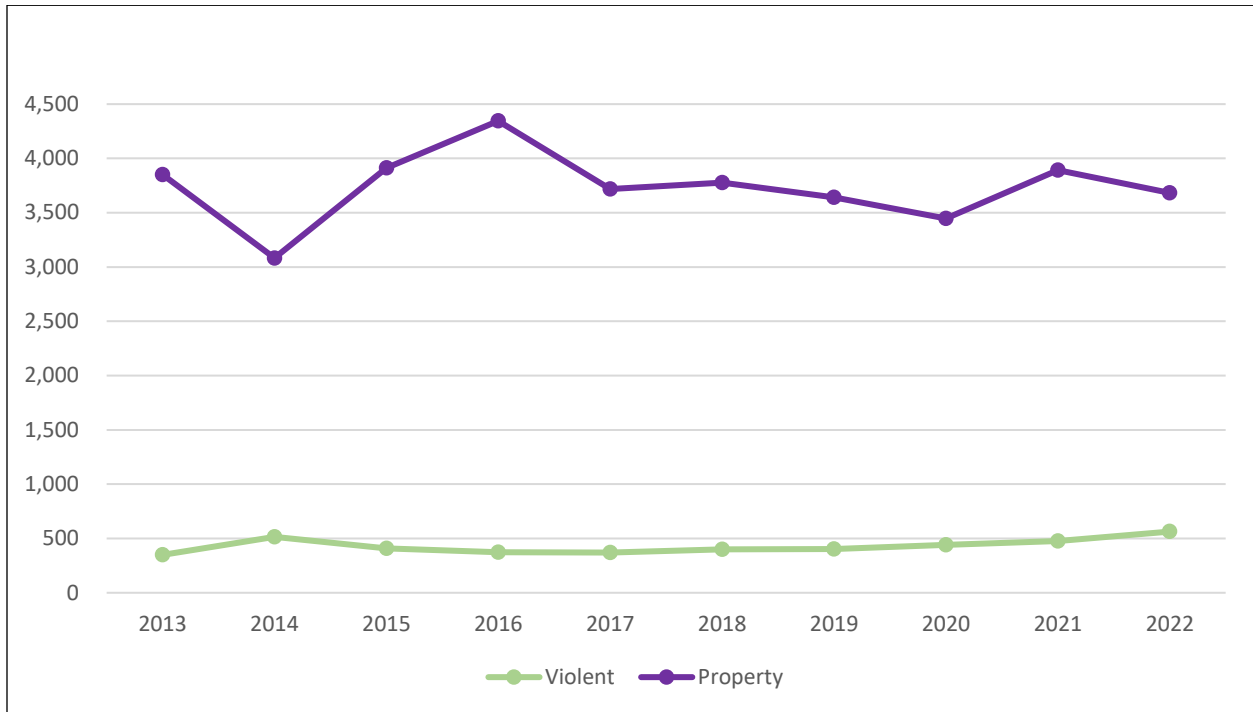
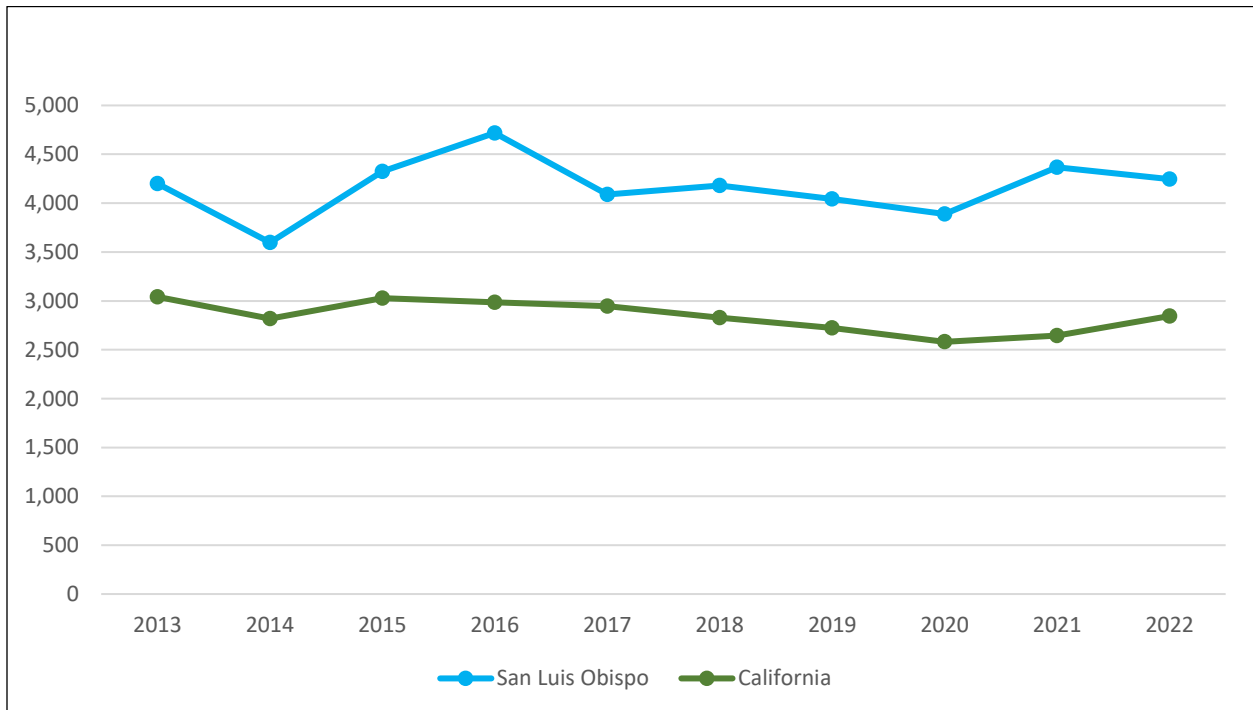


FIGURE 3-2: Reported San Luis Obispo and State Crime Rates, by Year



The following table compares San Luis Obispo's crime rates to both the state and national rates year by year for the period 2013 through 2022. Again, this data is indexed per 100,000 population. It is provided for illustration purposes only.

TABLE 3-2: Reported San Luis Obispo, State, and National Crime Rates, By Year

Year	San Luis Obispo				California				National			
	Population	Violent	Property	Total	Population	Violent	Property	Total	Population	Violent	Property	Total
2014	46,672	514	3,083	3,597	38,970,399	389	2,430	2,819	324,699,246	357	2,464	2,821
2015	47,116	410	3,914	4,323	39,315,550	424	2,605	3,029	327,455,769	368	2,376	2,744
2016	47,774	373	4,345	4,718	39,421,283	443	2,541	2,984	329,308,297	383	2,353	2,736
2017	47,934	371	3,718	4,089	39,536,653	449	2,497	2,946	325,719,178	383	2,362	2,745
2018	47,885	401	3,778	4,179	39,557,045	447	2,380	2,828	327,167,434	369	2,200	2,568
2019	47,735	402	3,641	4,043	39,959,095	434	2,290	2,724	328,239,523	379	2,010	2,489
2020	46,986	441	3,448	3,888	39,538,223	442	2,139	2,581	331,449,281	399	1,958	2,357
2021	47,326	475	3,892	4,368	39,368,613	466	2,178	2,645	332,031,554	396	1,933	2,329
2022	47,394	563	3,682	4,245	39,114,785	500	2,343	2,843	332,403,650	380	1,954	2,334
2023	48,249	526	2,628	3,154	39,109,070	511	2,273	2,784	NA			

The following table compares San Luis Obispo's crime clearance rates to the state and national averages. These clearance rates are based on the department's reporting to the UCR. At the same time, it is difficult to make an apples-to-apples comparison in the data because of the many variables involved, such as relative resources of a jurisdiction to solve crimes.

TABLE 3-3: Reported San Luis Obispo, State, and National Crime Clearance Rates, 2022

Crime	San Luis Obispo			California			National		
	Crimes	Clearances	Rate	Crimes	Clearances	Rate	Crimes	Clearances	Rate
Murder Manslaughter	0	0	NA	2,206	1,294	59%	21,797	10,752	49%
Rape	38	2	5%	14,346	3,970	28%	132,997	27,856	21%
Robbery	40	22	55%	47,669	13,356	28%	215,760	51,930	24%
Aggravated Assault	189	96	51%	128,798	60,502	47%	756,601	334,405	44%
Burglary	254	25	10%	143,429	14,348	10%	916,970	125,838	14%
Larceny	1,372	96	7%	577,733	12,817	2%	4,947,709	633,098	13%
Vehicle Theft	119	16	13%	181,815	37,846	21%	953,827	87,140	9%

TABLE 3-4: Department Authorized Staffing and Actual Levels, 2023

Position	2023 Budgeted	2023 Actual	2023 Vacancies
Chief of Police	1	1	0
Deputy Police Chief	2	2	0
Lieutenant	4	4	0
Sergeant	8	8	0
Police Officer	37	33	4
Detectives	9	9	0
Sworn Total	61	57	4
Dispatcher Supervisors	2	2	0
Dispatchers	11	8	3
Records Supervisors	1	0	1
Records Lead	1	1	0
Records Clerk	4	4	0
Community Service Officers	6	6	0
Property and Evidence Lead	1	1	0
Property and Evidence Tech	1	1	0
Senior Admin Analyst	1	1	0
Forensic Evidence Analyst	1	1	0
Training and Hiring Manager	1	1	0
Public Affairs Manager	1	1	0
Crime Analyst	1	0	1
Executive Assistant	1	1	0
Administrative Assistant	1	1	0
Civilian Total	34	29	5
Total Authorized Personnel	95	86	9

Source: SLOPD

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SECTION 4. ADMINISTRATIVE

STRATEGIC PLAN

Strategic planning is an organizational management activity that is used to set priorities, focus energy and resources, strengthen operations, ensure that employees and other stakeholders are working toward common goals, establish agreement around intended outcomes/results, and assess and adjust an organization's direction in response to a changing environment. It is a disciplined effort that produces fundamental decisions and actions that shape and guide what an organization is, who it serves, what it does, and why it does it, with a focus on the future. Effective strategic planning articulates not only where an organization is headed, and the actions needed to make progress, but also how it will know if it is successful.

The San Luis Obispo Police Department recently invested considerable time and energy into the development of a five-year plan that serves as a visionary framework for leadership. The department is commended for the development and implementation of the plan.

The Strategic Plan has six goals and an implementation plan and timeline. The six goal areas are:

- Service to the Community
- Community Engagement
- Diversity, Equity, and Inclusion
- Recruitment and Retention
- Health and Wellness
- Improve Infrastructure, Equipment, and Technology

VISION STATEMENT AND VALUES

Vision Statement

"A community partnership built on trust, focused on safety, and shared values to ensure the SLO quality of life."

Our Values

- *Life – We believe in the sanctity of life. Our policies, decisions, and actions are guided by least harm approaches to first protect life and reduce the fear of crime.*
- *Integrity – We are accountable to our community and ourselves through our professional oath and most importantly our actions. We embrace transparency to build trust and promote credibility in our community.*
- *Service – We take pride in providing the highest quality of service to our community, ensuring we treat each person with dignity and equity in the pursuit of justice.*
- *Teamwork – We work best when we work together. We support each other through an organizational culture based on humility, respect, and shared responsibility.*

- *Nurture – We are dedicated to personal and organizational growth by providing a learning culture, equipped to persevere in adversity. We safeguard our future by supporting one another through optimism, strength, and resilience.*

“We L.I.S.T.N. and give voice to our community through living these shared values which guide every decision and action in service to our community and to one another.”

A vision statement and supporting values can provide a common theme around which members of the agency can base their day-to-day public interactions, tactical decision-making, and long-term strategic planning. When they are properly integrated within the organization, vision and value statements can create a sense of unity, direction, and opportunity. Vision and value statements also will provide the foundation for an organization's strategic planning efforts and can guide budgetary decisions that align and support the long-term strategic plan.

POLICY MANUAL

Every law enforcement organization should have a comprehensive policy and procedure manual governing the operation of the department and the conduct of its employees. The challenge is keeping that manual up to date with current trends, laws, and best practices. If a department does not make timely revisions of its manual, it could lead to operational deficiencies and employee misconduct.

SLOPD's policy manual is provided by Lexipol, a firm that provides a policy service for most law enforcement agencies in California. The benefits of the Lexipol policy service are the regular updates that are provided by Lexipol and the department's ability to tailor policies to the needs of the department and community.

ORGANIZATION COMMUNICATION

In virtually all police studies conducted by CPSM, lack of communication is cited as an organizational impediment. That sentiment was expressed in San Luis Obispo Police Department as well. In some cases, the concern raised is justifiable as communication in any organization is challenging and even more so in one that works shifts covering all hours of the day and night throughout the year. In some cases those who express concerns about communication have subjected themselves to selective awareness. In any event, we suggest open, constructive communication up and down the line is vital to any organization.

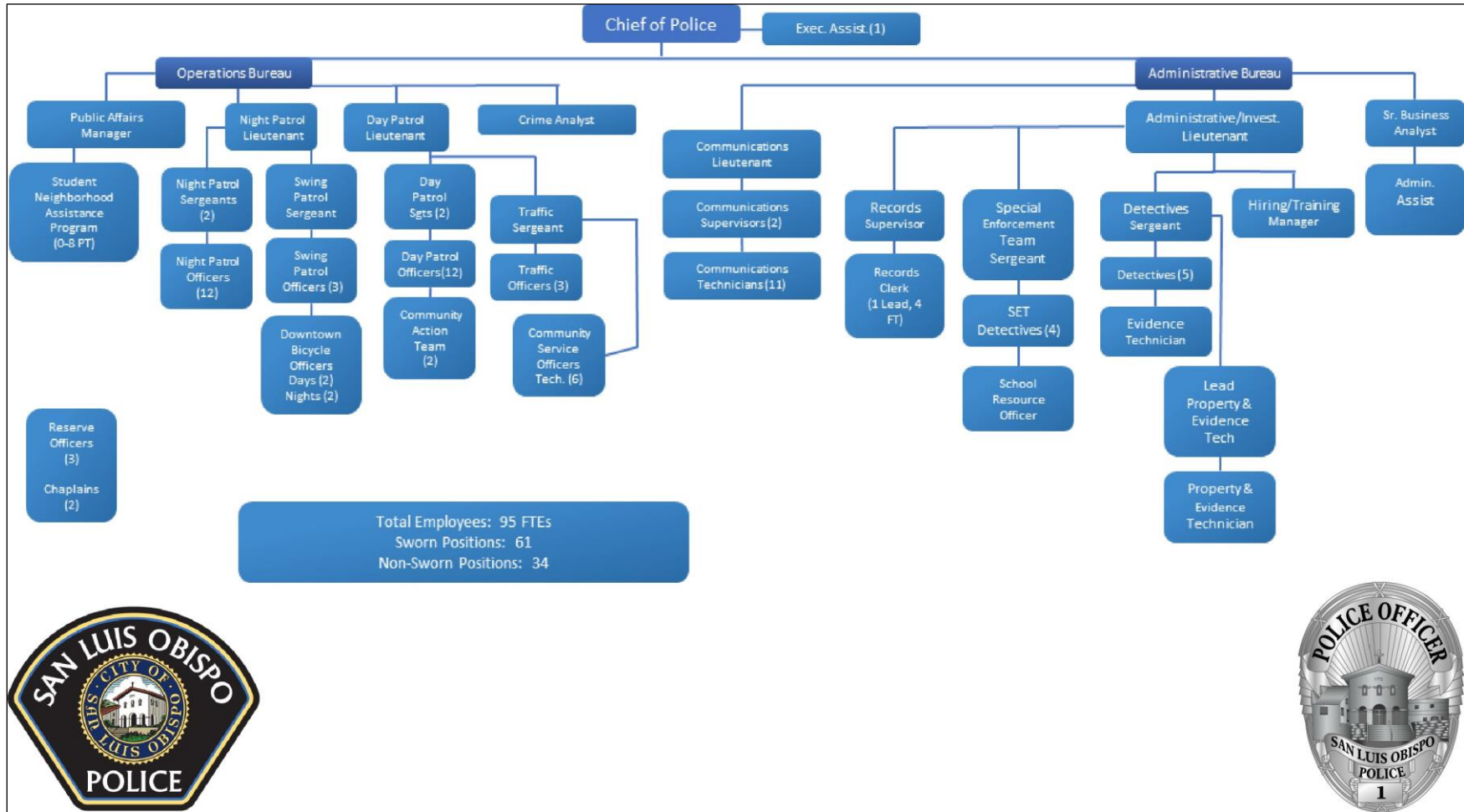
ORGANIZATION COMMAND STRUCTURE

Currently, SLOPD is operating with the organizational structure seen in the following figure. Under this structure the majority of the department report to one of two Deputy Chiefs, who in turn report to the Police Chief of Police.

FIGURE 4-1: Current Organizational Structure



Police Department



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SECTION 5: OPERATIONS BUREAU

The San Luis Obispo Police Department Operations Bureau provides the community with a full range of police services, including responding to emergencies and calls for service (CFS), performing directed patrol activities, engaging in neighborhood problem-solving, and traffic enforcement. The bureau is comprised of two sections: Patrol and Traffic. Each section is integrally involved in supporting the other.

The Operations Bureau is directed by a Deputy Chief who reports directly to the Chief of Police. Two lieutenants are assigned to the Operations Bureau; there are five patrol sergeants and one sergeant who supervises the traffic unit.

PATROL DIVISION

Uniformed patrol is often seen as the "backbone" of American policing. Officers in this role are the most visible members of the department and receive the largest portion of its resources. Ensuring proper staffing and resource allocation is essential for the department to respond promptly and efficiently to emergency calls and to provide general law enforcement services to the community.

The San Luis Obispo Police Department (SLOPD) has dedicated itself to building a solid relationship with its community; this was validated through the perspectives and experiences shared through interviews and focus groups. The members assigned to the patrol division who were interviewed by CPSM staff were professional and enthusiastic about their jobs. They were very proud of the excellent reputation the agency has established with the community. Members were open and honest with their perspectives and comments and fully understood that the SLOPD was a full-service department that would respond to all calls for service and see them to their conclusion.

The SLOPD is highly service-oriented. Essentially, every call for service from the public gets a police response. The agency embraces this approach and considers every request for service from the public essential and deserving of a police response.

The patrol division is not segmented into distinct patrol districts. The officers handle calls for service throughout the city based on availability and seniority. According to the SLOPD internal analysis in 2021, patrol handled more than 37,124 calls for service, conducted 5,854 traffic-related stops, and experienced an increase in violent crime. A CPSM analysis showed a lower number of calls for service responded to by field personnel as more than 9,000 calls were adjudicated by dispatchers or through other means.

Patrol Division Deployment

Patrol is comprised of an authorized complement of two lieutenants, six sergeants, 27 patrol officers, four bicycle detail officers, three traffic officers (motors), two community action team (CAT) officers, and six civilian community service officers (CSO). This personnel complement is responsible for 24/7 policing services in the City of San Luis Obispo. The following table reflects this alignment and the present staffing status by category. These numbers may adjust frequently.

TABLE 5-1: Operations Bureau Authorized Staffing Levels For Patrol

Position	Authorized	Actual	Vacancy	Total
Lieutenant	2	2	0	2
Sergeant	6	6	0	6
Patrol Officer	27	26	0	27
Traffic Officer	3	2	1	2
Bike Officer	4	3	1	3
CAT Officer	2	1	1	1
Sworn Total	44	40	3	40
CSO	6	6	0	6
Civilian Total	6	6	0	6
Total Authorized Personnel	50	46	0	47

Note: The Sergeant row includes the traffic sergeant position.

Supervision

In police agencies similar in size and structure to San Luis Obispo, it is common for a lieutenant to serve as the patrol “watch commander.” Lieutenants spend a significant amount of time at the station managing administrative tasks related to patrol shift operations and general administrative duties. They are also responsible for collateral duties such as project research, personnel mentoring and development, performance reviews, administrative reports, and attending both community and department meetings. According to SLOPD the defined role of the lieutenant watch commander is that of a “Station Manager.” Although they spend some time in the field, it is limited. In the absence of a lieutenant, sergeants take on the functional role of watch commander.

Sergeants, by contrast, are typically responsible for field supervision and act as additional support for patrol officers during particularly busy periods. They fulfill a crucial role in overseeing and directing field operations around the clock. National best practices show that there needs to be productive field supervision to avoid significant liability for a police agency.

In law enforcement agencies similar in size to SLOPD, virtually all sergeants have collateral duties, generally related to their primary assignments. CPSM learned that all sergeants in SLOPD are charged with three or more collateral duties that can remove them from active field supervision for more than two-thirds of their assigned shift. This is problematic, because supervisors play a reactive role in responding to supervisor requests and cannot fully engage in proactive supervision, including responding to occasional calls for service with officers, monitoring the radio frequency to deconflict calls for service assignments, and immediate command and control of tactical incidents.

Senior police officer positions in police departments are of considerable value when utilized properly in the absence of supervisors. CPSM learned that senior officers in the SLOPD are simply a pay grade definition, but they have no supervisor training or responsibility. To provide consistent supervision in the field and assist the sergeants, CPSM recommends that a more formal senior officer program be created and those selected attend leadership and in-service supervisor training. These officers can then be employed as a force multiplier and can be utilized to handle minor field issues requiring a supervisor’s perspective.

Deployment Schedule

Personnel work a 12-hour and a 10-hour day, alternate working three and four-day work weeks per their MOU. Generally, Thursday shifts are alternated between teams. This schedule ensures personnel reach 160 work hours in the 28-day cycle. Five teams of officers work day, evening, and one night mid-shift for each day. This ensures some coverage during primary shift changes. The following table reflects this alignment, along with minimum staffing. Actual deployment numbers change frequently.

TABLE 5-2: Deployment Schedule / Minimum Staffing

Watch	Hours	Work Days	Lt.	Sgt.	PO	Actual (Ofcr)	Min. Staffing
Team 1	6:45 a.m.- 7:00 p.m.	M, T, W, *Th	1	1	6	6	4
Team 2	6:45 a.m.- 7:00 p.m.	F, S, S, *Th		1	6	6	4
Team 3	6:45 p.m.- 7:00 a.m.	M,T, W, *Th	1	1	6	6	4
Team 4	6:45 p.m.- 7:00 a.m.	F, S, S *Th		1	6	6	4
Team 5	4:00 p.m.- 2:00 a.m.	W, Th, F, S, S		1	3	3	1
Traffic Day	7:00 a.m.- 5:00 p.m.	M, T, W, Th		1	2	1	0
Traffic Mid-Day	9:00 a.m.- 7:00 p.m.	T, W, Th, F			1	0	0
Bike Unit Day	7:00 a.m.- 5:00 p.m.	M, T, W, Th			2	1	0
Bike Unit Night	5:00 p.m.- 3:00 a.m.	W, Th, Sa			2	2	0

Note: * Every other Thursday Lt. hours can vary for administrative obligations.

According to the SLOPD, overtime increases staffing levels above the required minimum of four officers on the primary shifts when additional resources are needed to supplement community events such as the weekly community farmers market. Overtime is also offered when minimums cannot be achieved due to absenteeism. Staffing levels are affected by both the number of officers assigned to the patrol function as well as the impact of time off associated with vacations, training, court appearances, FMLA, illness/injury, etc. In general, the combination of these leave factors results in officers being unavailable for a shift on average 25 percent of the time.

According to the Police Executive Research Forum, on a typical shift, it is common that 25 percent of the officers assigned will be unavailable for patrol because of another competing responsibility. This can result in forced overtime fatigue, unplanned expenditures, and lower morale if not planned for. For instance, while a patrol deployment may be staffed with a team of four officers on paper, only three may report to work due to various leave factors or responsibilities.

Minimum Staffing

Virtually all agencies establish minimum staffing levels for patrol functions. The primary reasons include ensuring that sufficient resources are available to respond to emergency calls for service, ensuring that sufficient resources are available to provide for the safety of the community and the department's deployed staff, and ensuring that resources are available to handle the volume of workload common in the community. As such, minimum staffing will vary from agency to agency based on the agency's size and the nature and volume of the workload. It is often a subjective decision made by the department's leadership team.

The department has established a minimum staffing level of four officers on both the day shift and night shift. Minimum staffing is identified in policy 207. While policy 207 sets the minimum staffing requirement, the Chief has the flexibility to adjust minimum staffing based on exigent workload conditions. The department supplements its deployment by adding up to three additional officers on a night swing-shift and deploying one to two motorcycle traffic officers and a downtown bicycle detail of one to two additional officers. We submit that no regular duties of the motorcycle traffic officers and the bicycle detail should interfere with responses to these types of needs. As such, they should not be included in minimum staffing counts given the limited role they have in terms of calls for service response; they do not significantly impact the workload carried by patrol officers.

It is essential to remember that minimum standards are just that—minimums, not optimal. Minimums establish a reasonable number of personnel available to generally ensure community member and officer safety and the ability to respond to emergency calls for service in a timely manner. Minimum staffing numbers do not allow for routine proactive policing, problem-solving, community engagement, and timely response to non-emergency calls.

WORKLOAD DEMAND

CPSM's work followed two tracks: (1) a data analysis of workload, primarily related to patrol, and (2) the operational assessment. In the following pages related to patrol, we draw upon the data analysis report to assist in our operational assessment. The data analysis report, in full, can be found following the operational assessment and readers are encouraged to thoroughly review it. The data analysis is rich with information, only a portion of which is included in this segment of the report. For the purposes of our analysis, we used computer-aided dispatch (CAD) records supplied by the department's dispatch center. These records pertain to the identifiable workload associated with specific units and are the most accurate, verifiable, and comprehensive records available.

Although some police administrators suggest that there are national standards for the number of officers per thousand residents that a department should employ, that is not the case. The International Association of Chiefs of Police states that ready-made, universally applicable patrol staffing standards do not exist. Furthermore, ratios such as officers-per-thousand population are inappropriate to use as the basis for staffing decisions.

According to *Public Management* magazine (March 2004), "A key resource is discretionary patrol time, or the time available for officers to make self-initiated stops, advise a victim in how to prevent the next crime, or call property owners, neighbors, or local agencies to report problems or request assistance. Understanding discretionary time, and how it is used, is vital. Yet most police departments do not compile such data effectively. To be sure, this is not easy to do and, in some departments, may require improvements in management information systems."

Essentially, “discretionary time” on patrol is the time available each day when officers are not committed to handling calls for service (CFS) and workload demands from the public. It is “discretionary” and intended to be used at the officer’s discretion to address community problems. It should also be available in the event of emergencies. When there is no discretionary time, officers are entirely committed to service demands, do not get the chance to address other community problems that do not arise through 911, and are unavailable in times for serious emergency. The lack of discretionary time indicates a department is understaffed. Conversely, when there is too much discretionary time, officers are idle. This is an indication that the department is overstaffed.

Staffing decisions, particularly for patrol, must be based on actual workload. Once the actual workload is determined, the amount of discretionary time is determined, and then staffing decisions can be made consistent with the agency’s policing philosophy and the community’s ability to fund it. The SLOPD is a full-service law enforcement agency, and its philosophy is to address essentially all requests for service in a community policing style. It is necessary to look at workload to understand the impact of this style of policing in the context of community demand.

To understand the actual workload (the time required to complete certain activities), it is critical to review the total reported events within the context of how the events originated, such as through directed patrol, administrative tasks, officer-initiated activities, and community member-initiated activities. Analysis of this type allows for identifying activities that are really “calls” from those activities that are some other events. Understanding the difference between the various police department events and the resulting staffing implications is critical to determining deployment needs. This portion of the study looks at the police department’s total deployed hours and compares them to the current time spent providing services.

In general, a “Rule of 60” can be applied to evaluate patrol staffing. This rule has two parts. The first part states that 60 percent of the sworn officers in a department should be dedicated to the patrol function (patrol staffing) and the second part states that no more than 60 percent of their time should be committed to calls for service. This commitment of 60 percent of their time is referred to as the *Patrol Saturation Index (SI)*.

The Rule of 60 is not a hard-and-fast rule, but rather a starting point for discussion on patrol deployment. Resource allocation decisions must be made from a policy and/or managerial perspective through which costs and benefits of competing demands are considered. The patrol saturation index indicates the percentage of time dedicated by police officers to public demands for service and administrative duties related to their jobs. Effective patrol deployment would exist at amounts where the saturation index was less than 60.

This Rule of 60 for patrol deployment does not mean the remaining 40 percent of time is downtime or break time. It reflects the extent that patrol officer time is saturated by calls for service. The time when police personnel are not responding to calls should be committed to management-directed operations. This is a more focused use of time and can include supervised allocation of patrol officer activities toward proactive enforcement, crime prevention, community policing, and community member safety initiatives. It will also provide prepared and available resources in the event of a large-scale emergency.

From an organizational standpoint, it is important to have uniformed patrol resources available at all times of the day to deal with issues such as proactive enforcement, community policing, and emergency response. Patrol is generally the most visible and available resource in policing, and the ability to harness this resource is critical for successful operations.

From an officer's standpoint, once a certain level of CFS activity is reached, the officer's focus shifts to a CFS-based reactionary mode. Once a threshold is reached, the patrol officer's mindset shifts from looking for ways to deal with crime and quality-of-life conditions in the community to continually preparing for the next call for service. After a point of CFS saturation, officers cease proactive policing and engage in a reactionary style of policing. The outlook becomes, "Why act proactively when my actions are only going to be interrupted by a call for service?" Uncommitted time is spent waiting for the next call. The saturation threshold is generally considered to be 60 percent.

Rule of 60 – Part 1

The law enforcement (Patrol, DB, Support Services) side of the SLOPD has a total of 61 sworn personnel: 3 Command Staff, 4 Lieutenants, 8 Sergeants, 9 Detectives, and 37 police officers). There are 2 Lieutenants, 6 Sergeants, and 34 officers assigned to patrol; thus, 68 percent of the sworn officers are dedicated to patrol to handle calls for service. This meets the first standard.

Rule of 60 – Part 2

The second part of the "Rule of 60" examines workload and discretionary time and suggests that no more than 60 percent of time should be committed to calls for service. In other words, CPSM suggests that no more than 60 percent of available patrol officer time be spent responding to the service demands of the community. The remaining 40 percent of the time is the "discretionary time" for officers to be available to address community problems and be available for serious emergencies.

It is CPSM's contention that patrol staffing is optimally deployed when the SI is in the 60 percent range. A SI greater than 60 percent indicates that the patrol workforce is largely reactive and overburdened with CFS and workload demands. A SI of somewhat less than 60 percent indicates that patrol personnel is optimally staffed. SI levels much lower than 60 percent, however, indicate patrol resources that are underutilized, and signals an opportunity for a reduction in patrol resources or reallocation of police personnel.

Departments must be cautious in interpreting the SI too narrowly. For example, one should not conclude that SI can never exceed 60 percent at any time during the day, or that in any given hour no more than 60 percent of any officer's time be committed to CFS. The SI at 60 percent is intended to be a benchmark to evaluate overall service demands on patrol staffing. When SI levels exceed 60 percent for substantial periods of a given shift, or at isolated and specific times during the day, then decisions should be made to reallocate or realign personnel to reduce the SI to levels below 60. Lastly, this is not a hard-and-fast rule, but a benchmark to be used in evaluating staffing decisions.

The 911/dispatch center recorded approximately 23,723 events that were assigned call numbers and which include an adequate record of a responding unit. When measured daily, the department reported an average of 64.8 patrol-related events per day. The data Table 5-3 eliminates events for directed patrol or out-of-service activities rather than specific calls. Other events had fewer than 30 seconds spent on the call (indicating the call had been canceled) or lacked arrival times or other pertinent call information, and these are also excluded. After excluding these categories, the analysis focused on the remaining 23,723 calls for service. The data includes officer-initiated and community-initiated activities, e.g., residents, alarm companies, transfers from other law enforcement agencies, etc. Again, these figures only represent the primary patrol workload.

TABLE 5-3: Calls per Day, by Category

Category	No. of Calls	Calls per Day
Accident	791	2.2
Alarm	1,227	3.4
Animal call	129	0.4
Assist community member	1,695	4.6
Assist other agency	654	1.8
Crime against persons	328	0.9
Crime against property	3,120	8.5
Disturbance	5,206	14.2
Investigation	3,435	9.4
Mental health	35	0.1
Miscellaneous	86	0.2
Suspicious incident	3,330	9.1
Traffic enforcement	775	2.1
Traffic stop	204	0.6
Violation	2,572	7.0
Warrant (or) arrest	136	0.4
Total	23,723	64.8

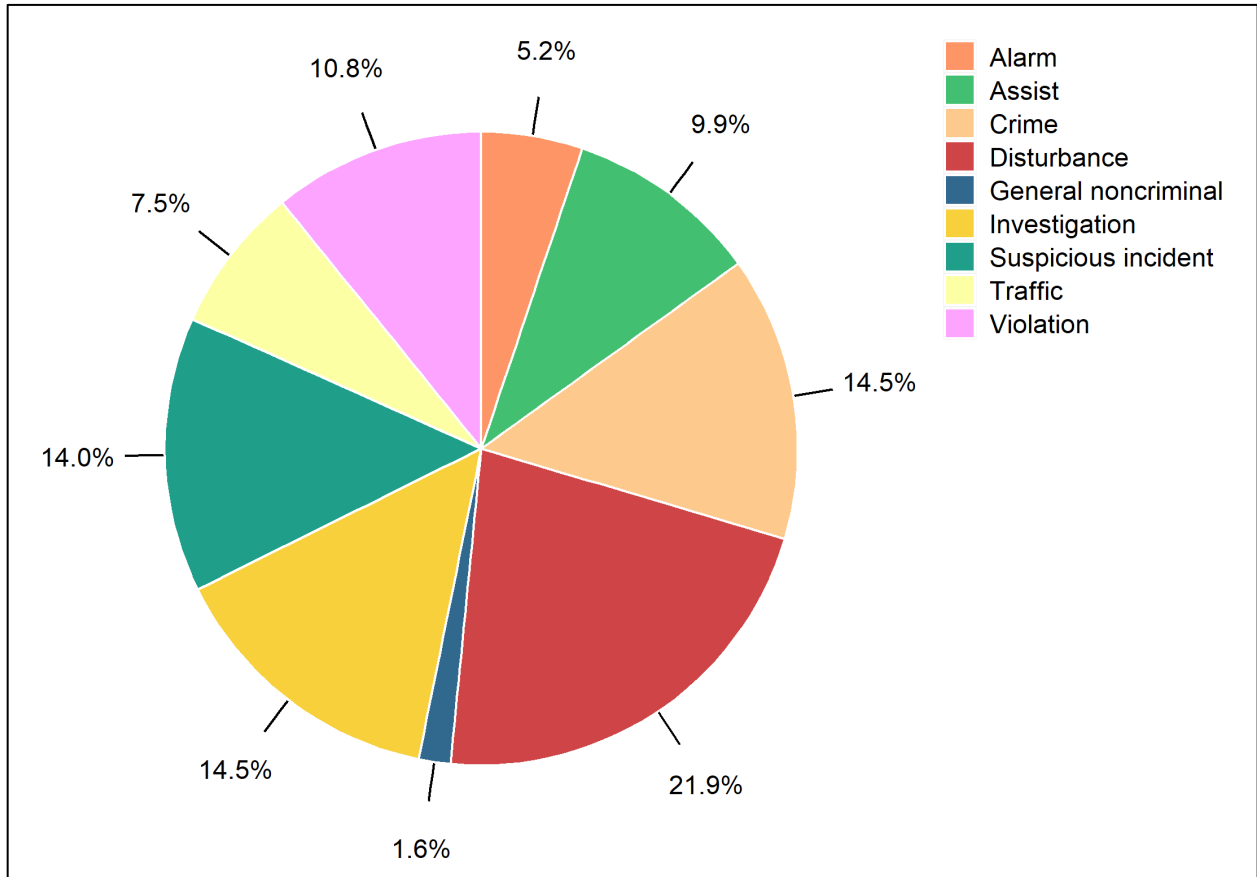
Note: The focus here is on recorded calls rather than recorded events. We removed 957 events with zero time on scene.

Observations:

- On average, there were 64.8 calls per day, or 2.7 per hour.
- The top three categories accounted for 65 percent of calls:
 - 22 percent of calls were disturbances.
 - 15 percent of calls were crimes.
 - 14 percent of calls were investigations.
 - 14 percent of calls were suspicious incidents.

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FIGURE 5-1: Percentage Calls per Day, by Category



Note: The figure combines categories in the following table according to the description in Chart 9-1.

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FIGURE 5-2: Calls per Day, by Initiator and Month

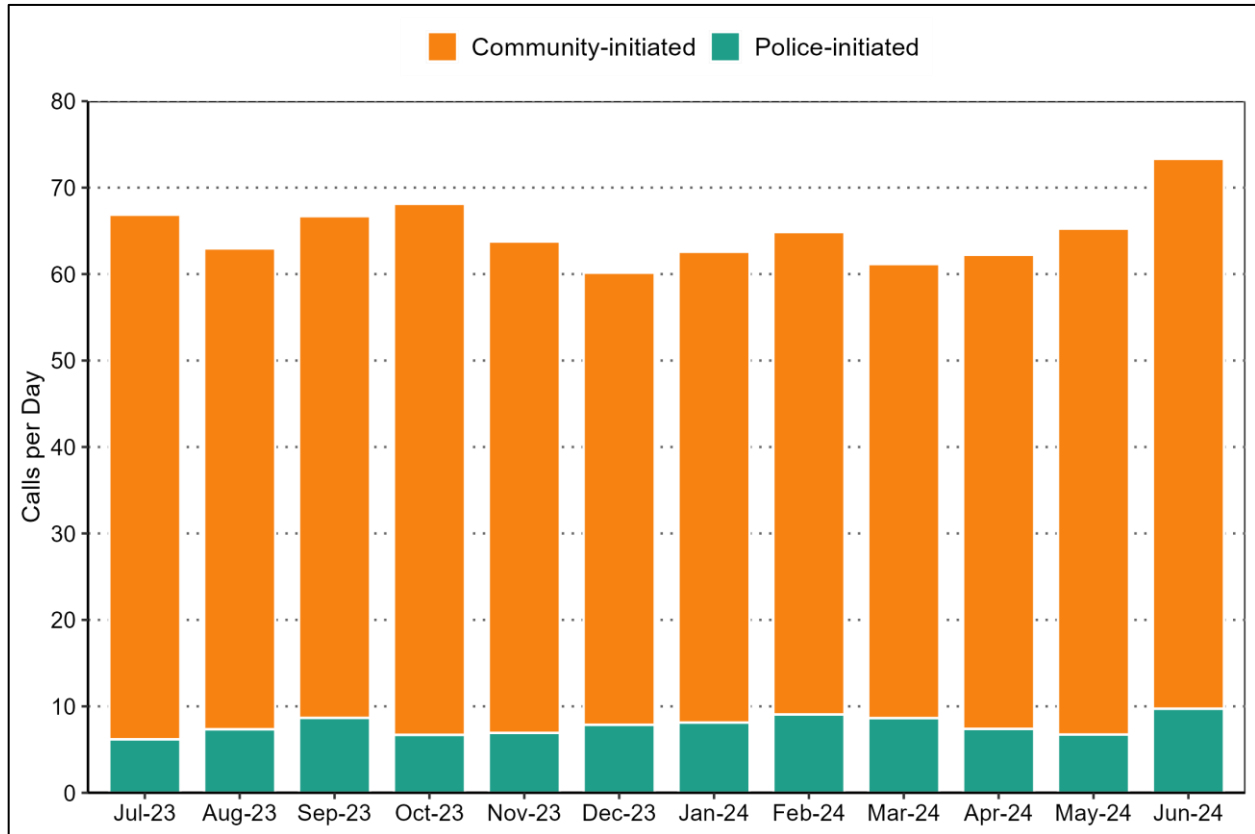


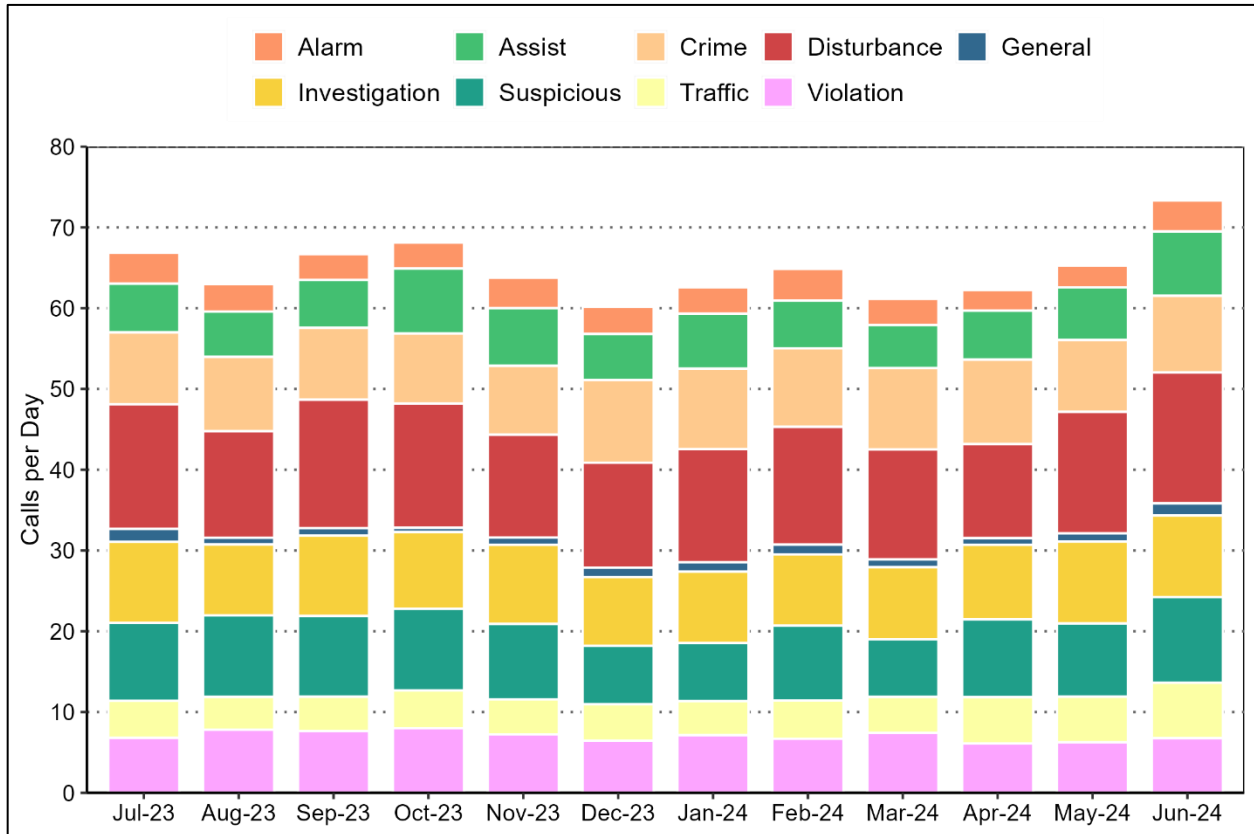
TABLE 5-4: Calls per Day, by Initiator and Months

Initiator	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Community	60.7	55.6	58.0	61.4	56.8	52.3	54.5	55.8	52.5	54.8	58.5	63.6
Police	6.2	7.4	8.7	6.7	6.9	7.9	8.1	9.1	8.6	7.4	6.7	9.7
Total	66.9	63.0	66.7	68.1	63.8	60.2	62.6	64.9	61.2	62.2	65.3	73.3

Observations:

- The number of calls per day was the lowest in December.
- The number of calls per day was highest in June.
- The months with the most calls had 22 percent more calls than the months with the fewest calls.
- June had the most police-initiated calls, with 57 percent more than July, which had the fewest.
- June had the most community-initiated calls, with 22 percent more than December and March, which had the fewest.

FIGURE 5-3: Calls per Day, by Category and Month



Note: The figure combines categories in the following table according to the description in Chart 9-1

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TABLE 5-5: Calls per Day, by Category and Month

Category	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Accident	2.3	1.9	1.8	1.8	2.0	2.2	2.1	2.1	1.8	2.6	2.4	3.0
Alarm	3.8	3.4	3.2	3.2	3.8	3.4	3.3	3.9	3.3	2.5	2.7	3.8
Animal call	0.7	0.3	0.2	0.2	0.3	0.5	0.3	0.3	0.2	0.3	0.4	0.5
Assist community member	4.0	3.9	3.8	6.3	5.3	4.1	5.0	4.0	3.7	4.4	5.2	5.9
Assist other agency	2.0	1.7	2.1	1.8	1.8	1.6	1.8	1.9	1.6	1.7	1.3	2.1
Crime against persons	1.1	0.6	1.1	0.7	0.4	0.9	1.2	1.0	1.1	0.8	1.0	0.8
Crime against property	7.8	8.5	7.8	7.9	8.1	9.4	8.8	8.7	9.0	9.7	7.9	8.7
Disturbance	15.4	13.2	15.9	15.4	12.7	13.0	14.0	14.6	13.6	11.6	15.0	16.2
Investigation	10.0	8.8	9.9	9.5	9.8	8.5	8.8	8.8	8.9	9.2	10.1	10.1
Mental health	0.1	0.1	0.1	0.0	0.1	0.1	0.2	0.1	0.1	0.1	0.0	0.0
Miscellaneous	0.6	0.2	0.2	0.1	0.1	0.1	0.2	0.3	0.3	0.1	0.2	0.4
Suspicious incident	9.6	10.1	10.0	10.1	9.3	7.2	7.2	9.3	7.1	9.6	9.1	10.6
Traffic enforcement	2.0	1.9	2.1	2.6	2.1	1.7	1.6	1.8	1.9	2.4	2.4	2.8
Traffic stop	0.3	0.3	0.4	0.3	0.2	0.5	0.5	0.8	0.7	0.7	0.8	1.1
Violation	6.8	7.8	7.6	8.0	7.2	6.5	7.1	6.7	7.4	6.1	6.3	6.8
Warrant (or) arrest	0.2	0.2	0.4	0.2	0.4	0.5	0.5	0.6	0.4	0.3	0.4	0.6
Total	66.9	63.0	66.7	68.1	63.8	60.2	62.6	64.9	61.2	62.2	65.3	73.3

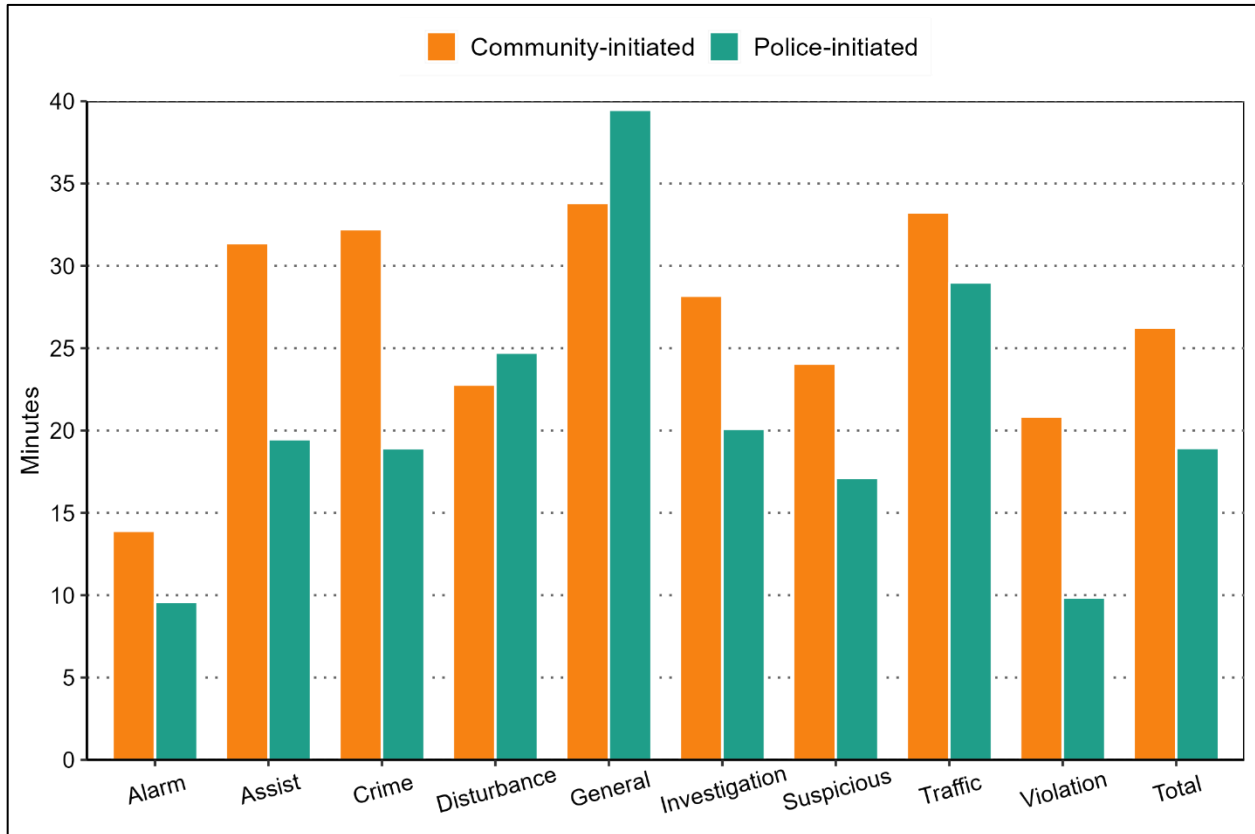
Note: Calculations were limited to calls rather than events.

Observations:

- The top four categories averaged between 63 and 67 percent of calls throughout the year.
 - Disturbance calls averaged between 11.6 and 16.2 calls per day throughout the year.
 - Crime calls averaged between 8.5 and 10.5 calls per day throughout the year.
 - Investigation calls averaged between 8.5 and 10.1 calls per day throughout the year.
 - Suspicious incident calls averaged between 7.1 and 10.6 calls per day throughout the year.
- Crime calls accounted for 13 to 17 percent of total calls throughout the year.

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FIGURE 5-4: Primary Unit's Average Occupied Times, by Category and Initiator



Note: The figure combines categories using weighted averages from the following table according to the description in Chart 9-1.

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TABLE 5-6: Primary Unit's Average Occupied Times, by Category and Initiator

Category	Community-Initiated		Police-Initiated	
	Minutes	Calls	Minutes	Calls
Accident	42.9	754	24.6	37
Alarm	13.9	1,224	9.6	3
Animal call	25.0	126	12.5	3
Assist community member	27.8	1,633	17.5	62
Assist other agency	40.5	632	25.0	22
Crime against persons	62.0	304	45.7	24
Crime against property	29.1	2,894	16.1	226
Disturbance	22.8	5,085	24.7	121
Investigation	28.2	3,226	20.1	209
Mental health	54.7	34	17.4	1
Miscellaneous	33.0	47	34.4	39
Suspicious incident	24.1	2,535	17.1	795
Traffic enforcement	21.0	594	30.1	181
Traffic stop	20.5	2	28.8	202
Violation	20.8	1,778	9.9	794
Warrant (or) arrest	82.9	9	41.8	127
Weighted Average/Total Calls	26.3	20,877	18.9	2,846

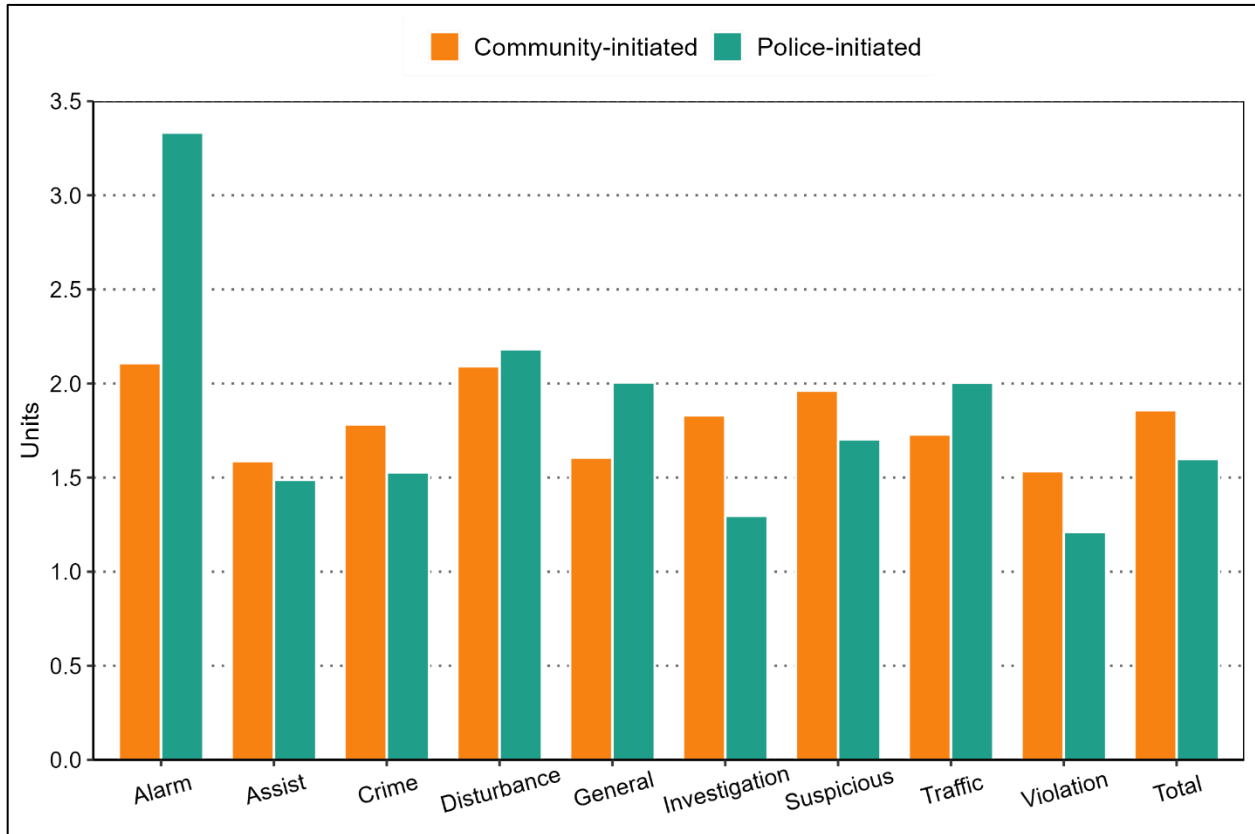
Note: The information in Figure 5-4 and Table 5-6 is limited to calls and excludes all events that show zero time on-scene. A unit's occupied time is measured as the time from when the unit was dispatched until the unit becomes available again. The times shown are the average occupied minutes per call for the primary unit, rather than the total occupied minutes for all units assigned to a call. Observations below refer to times shown within the figure rather than the table.

Observations:

- A unit's average time spent on a call ranged from 10 to 39 minutes overall.
- The longest average times were for police-initiated general noncriminal calls.
- The average time spent on crime calls was 32 minutes for community-initiated calls and 19 minutes for police-initiated calls.

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FIGURE 5-5: Number of Responding Units, by Initiator and Category



Note: The figure combines categories using weighted averages from the following table according to the description in Chart 9-1.

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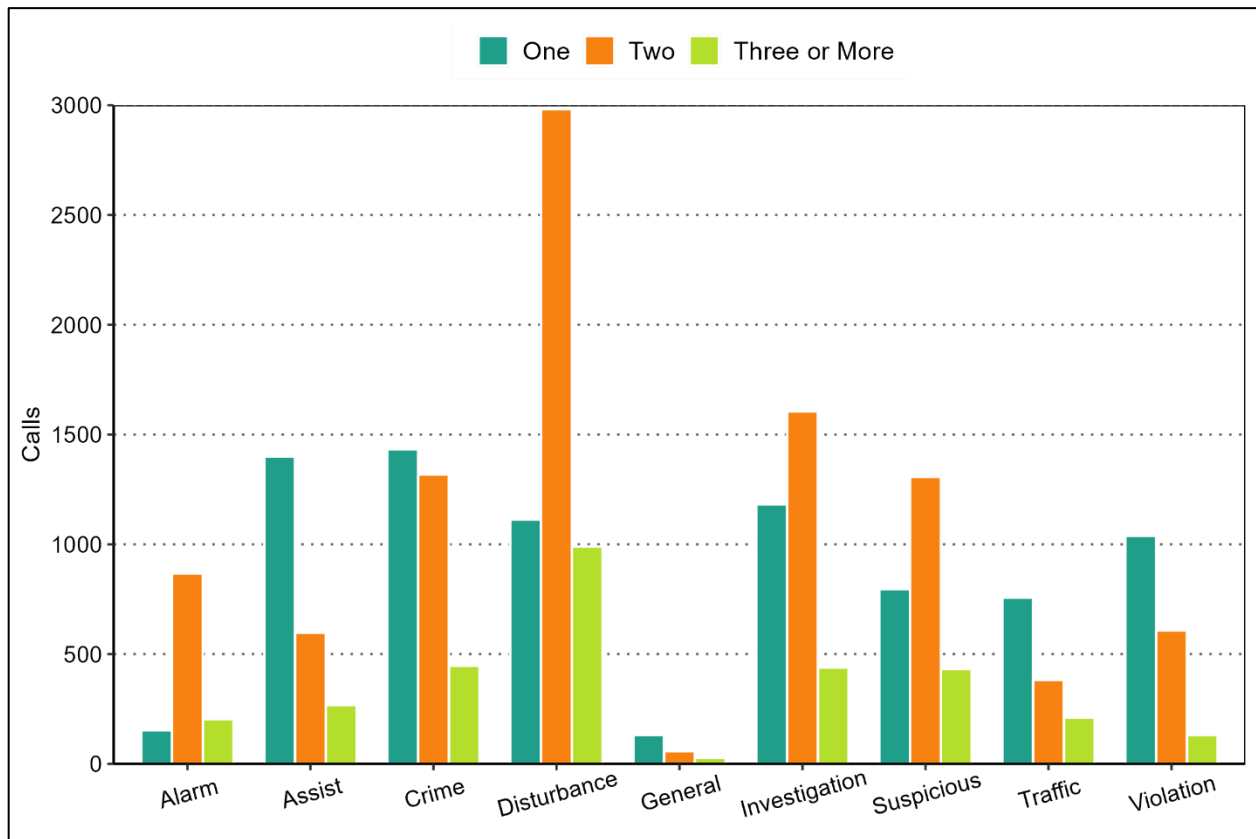
TABLE 5-7: Average Number of Responding Units, by Initiator and Category

Category	Community-Initiated		Police-Initiated	
	No. of Units	Calls	No. of Units	Calls
Accident	1.9	754	1.5	37
Alarm	2.1	1,224	3.3	3
Animal call	1.4	126	1.3	3
Assist community member	1.4	1,633	1.4	62
Assist other agency	2.2	632	1.8	22
Crime against persons	2.1	304	2.5	24
Crime against property	1.7	2,894	1.4	226
Disturbance	2.1	5,085	2.2	121
Investigation	1.8	3,226	1.3	209
Mental health	2.7	34	2.0	1
Miscellaneous	1.2	47	1.5	39
Suspicious incident	2.0	2,535	1.7	795
Traffic enforcement	1.6	594	1.9	181
Traffic stop	1.0	2	2.2	202
Violation	1.5	1,778	1.2	794
Warrant (or) arrest	2.9	9	2.2	127
Weighted Average/Total Calls	1.9	20,877	1.6	2,846

Note: The information in Figure 5-5 and Table 5-7 is limited to calls and excludes all events that show zero time on-scene.

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FIGURE 5-6: Number of Responding Units, by Category, Community-initiated Calls



Note: The figure combines categories using weighted averages from the following table according to the description in Chart 9-1.

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TABLE 5-8: Number of Responding Units, by Category, Community-initiated Calls

Category	Responding Units		
	One	Two	Three or More
Accident	396	206	152
Alarm	153	867	204
Animal call	89	33	4
Assist community	1,191	347	95
Assist other agency	209	250	173
Crime against persons	139	78	87
Disturbance	1,113	2,982	990
Investigation	1,182	1,605	439
Mental health	2	17	15
Miscellaneous	39	5	3
Suspicious incident	796	1,307	432
Traffic enforcement	359	176	59
Traffic stop	2	0	0
Violation	1,039	608	131
Warrant (or) arrest	1	3	5
Total	8,004	9,724	3,149

Observations:

- The overall mean number of responding units was 1.6 for police-initiated calls and 1.9 for community-initiated calls.
- The mean number of responding units was as high as 3.3 for alarm calls that were police-initiated. However, there were only three calls of this type,
- Police-initiated disturbance calls had the second-highest mean number of responding units at 2.2.
- 38 percent of community-initiated calls involved one responding unit.
- 47 percent of community-initiated calls involved two responding units.
- 15 percent of community-initiated calls involved three or more responding units.
- The largest group of calls with three or more responding units involved disturbances.

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The CPSM data analysis in the second part of this report provides a rich overview of CFS and staffing demands experienced by the SLOPD. The analysis here looks specifically at patrol deployment and how to maximize the department's personnel resources to meet the demands of calls for service while also engaging in proactive policing to combat crime, disorder, and traffic issues in the community.

Figures 5-7 through 5-18 represent deployment, workload, and the "saturation" of patrol resources in the SLOPD during the two months (seasons) on which we focused our workload analysis. By "saturation," we mean the amount of time officers spend on patrol and handling service demands from the community. In other words, how much of the day is "saturated" with workload demands? This "saturation" is the comparison of workload with available personnel over an average day during the months selected.

For the entire study CPSM evaluated data from January 4, 2023, through August 31, 2024. For this detailed workload analysis, we used two eight-week sample periods. The first period is from July 7 through August 31, 2023, or summer, the second is from January 4 through February 28, 2024, or winter.

The SLOPD's main patrol force deployed an average of 5.6 officers per hour in summer 2023, and an average of 6.5 police officers per hour during the 24-hour day in winter 2024. Deployed officers spike during shift change, at 7:00am and 7:00pm as both dayshift and nightshift officers are counted towards the number of deployed officers.

We considered only those personnel who reported for duty rather than authorized staffing levels and describe the deployment and workload in distinct steps, distinguishing between summer and winter, and between weekdays (Monday through Friday), and weekends (Saturday and Sunday).

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FIGURE 5-7: Deployed Officers, Weekdays, Summer 2023

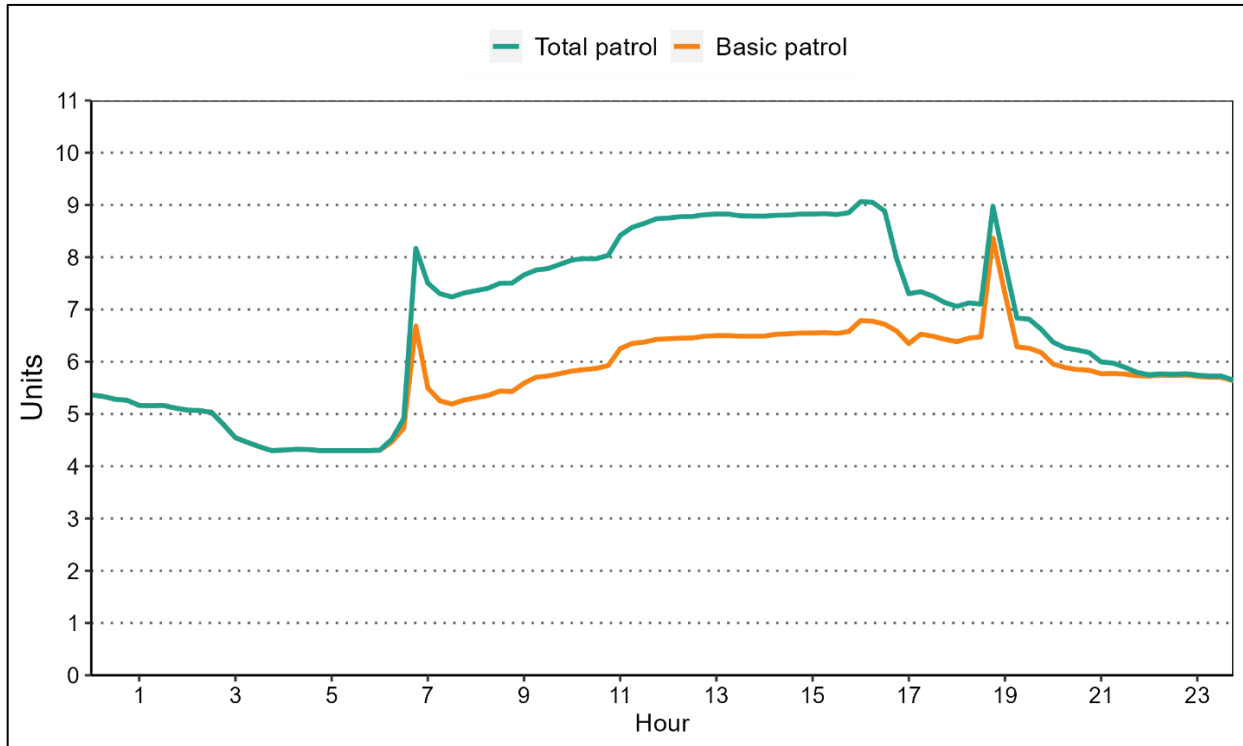


FIGURE 5-8: Deployed Officers, Weekends, Summer 2023

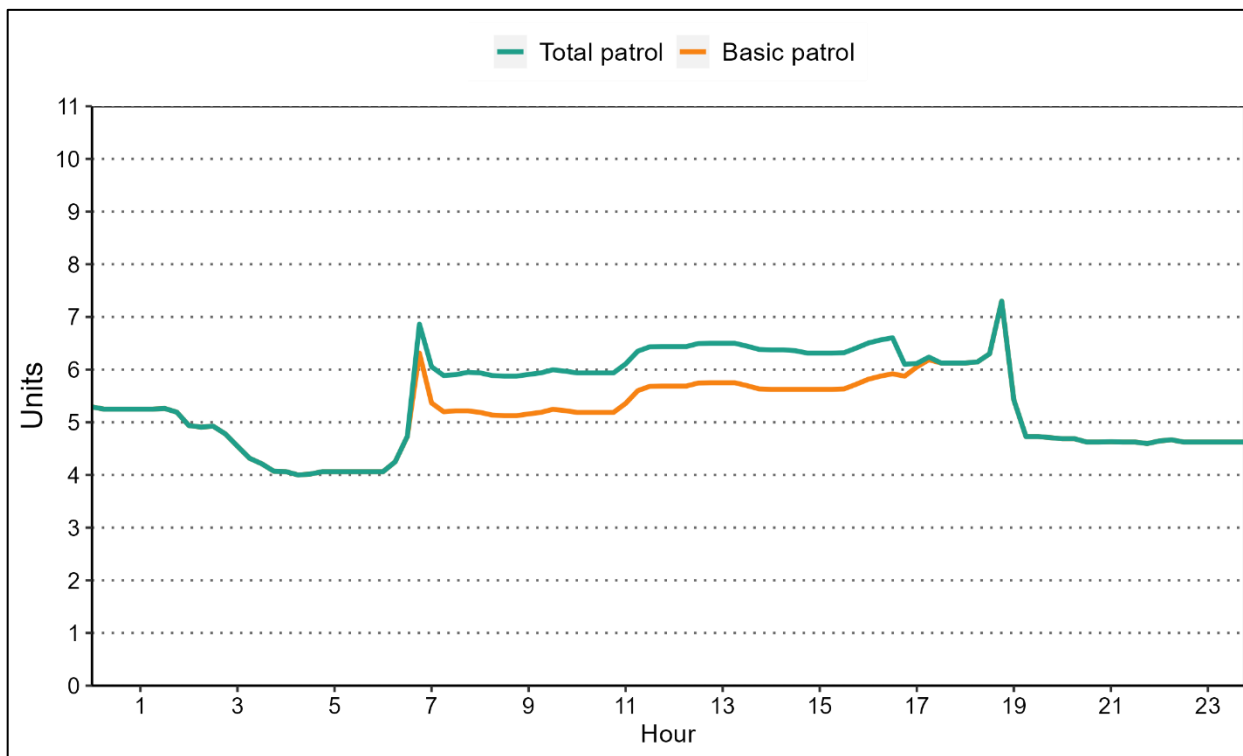


FIGURE 5-9: Deployed Officers, Weekdays, Winter 2024

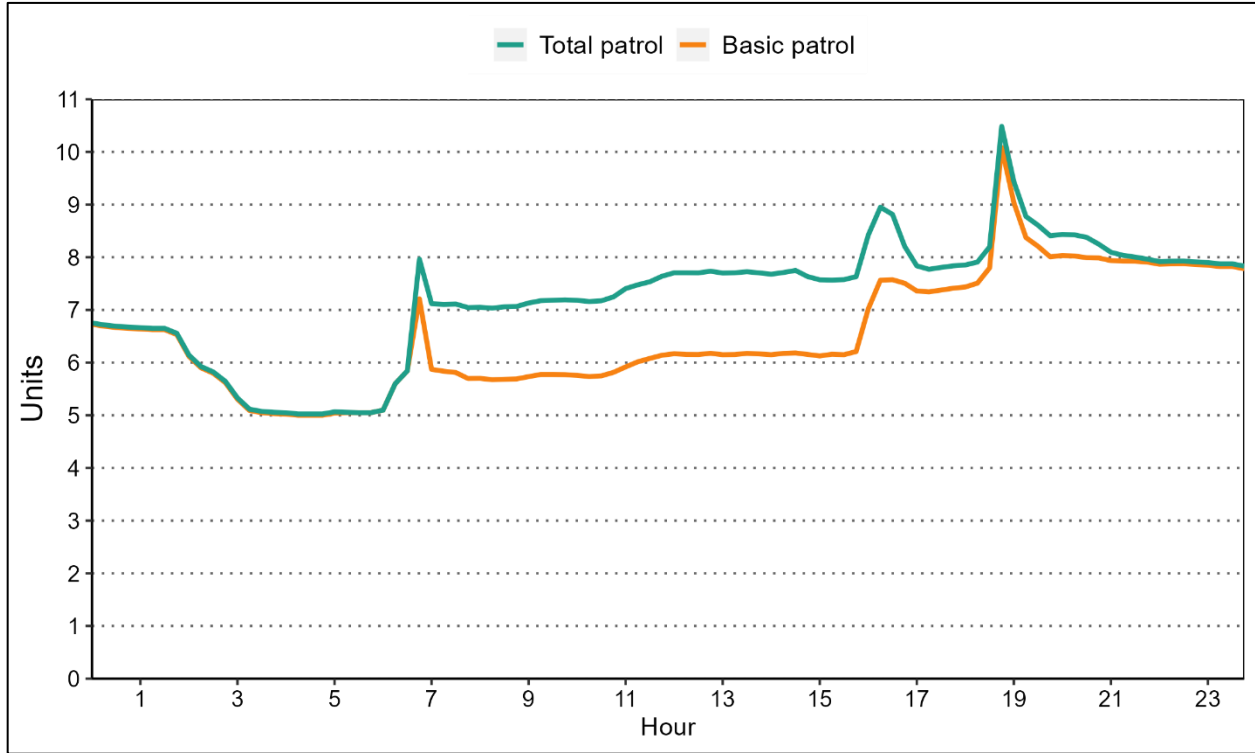
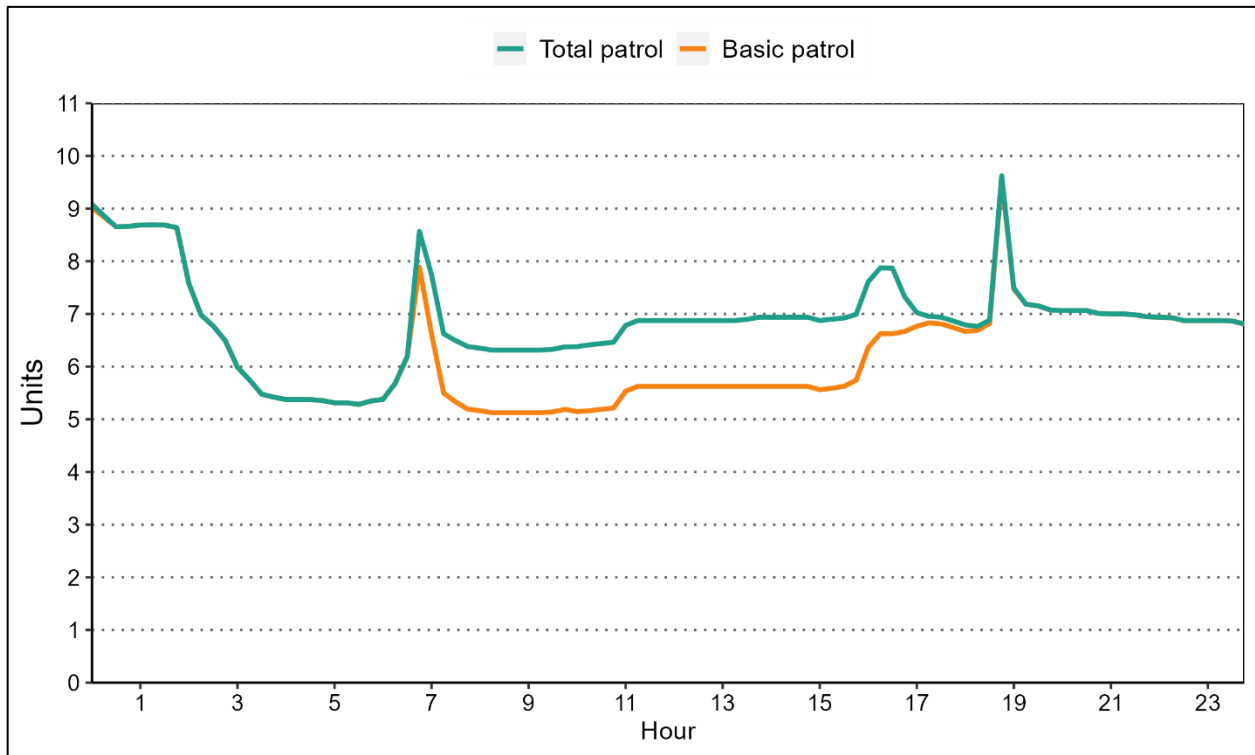


FIGURE 5-10: Deployed Officers, Weekends, Winter 2024



Observations:

- For Summer (July 7 through August 31, 2023):
 - The average deployment was 6.8 units per hour during the week and 5.5 units per hour on the weekend.
 - Average deployment varied from 4.3 to 9.1 units per hour on weekdays and 4.0 to 7.3 units per hour on weekends.
- For Winter (January 4 through February 28, 2024):
 - The average deployment was 7.2 units per hour during the week and 6.9 units per hour on the weekend.
 - Average deployment varied from 5.0 to 10.5 units per hour on weekdays and 5.3 to 9.6 units per hour on weekends.

In the next four figures we examine the allocation of time to workload by category for deployed personnel. The numbers at the left side of the figures represent the number of personnel on duty. Moving right across the figure, staffing is reflected by hour of day over the 24-hour day. For instance, at noon, there are approximately 9 officers on patrol duty. This would include, approximately two traffic and bicycle officers, reflected as Added Patrol (dark green). Of those 9 personnel deployed at noon, approximately 2.5 were committed to a community-generated activity, 2.5 were out of service, 0.5 were involved in directed patrol or on a self-initiated activity, and 3.5 were in added patrol service. Again, these are averages over the eight-week period.

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FIGURE 5-11: Deployment and All Workload, Weekdays, Summer 2023

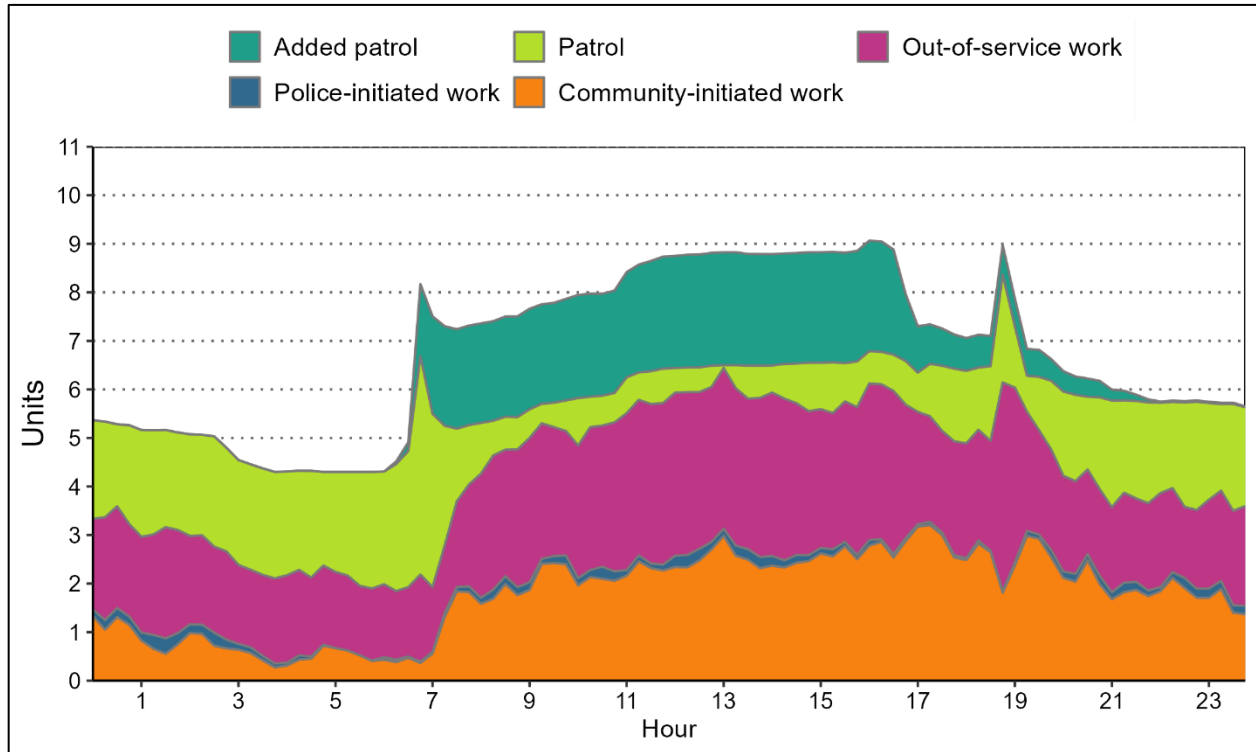


FIGURE 5-12: Deployment and All Workload, Weekends, Summer 2023

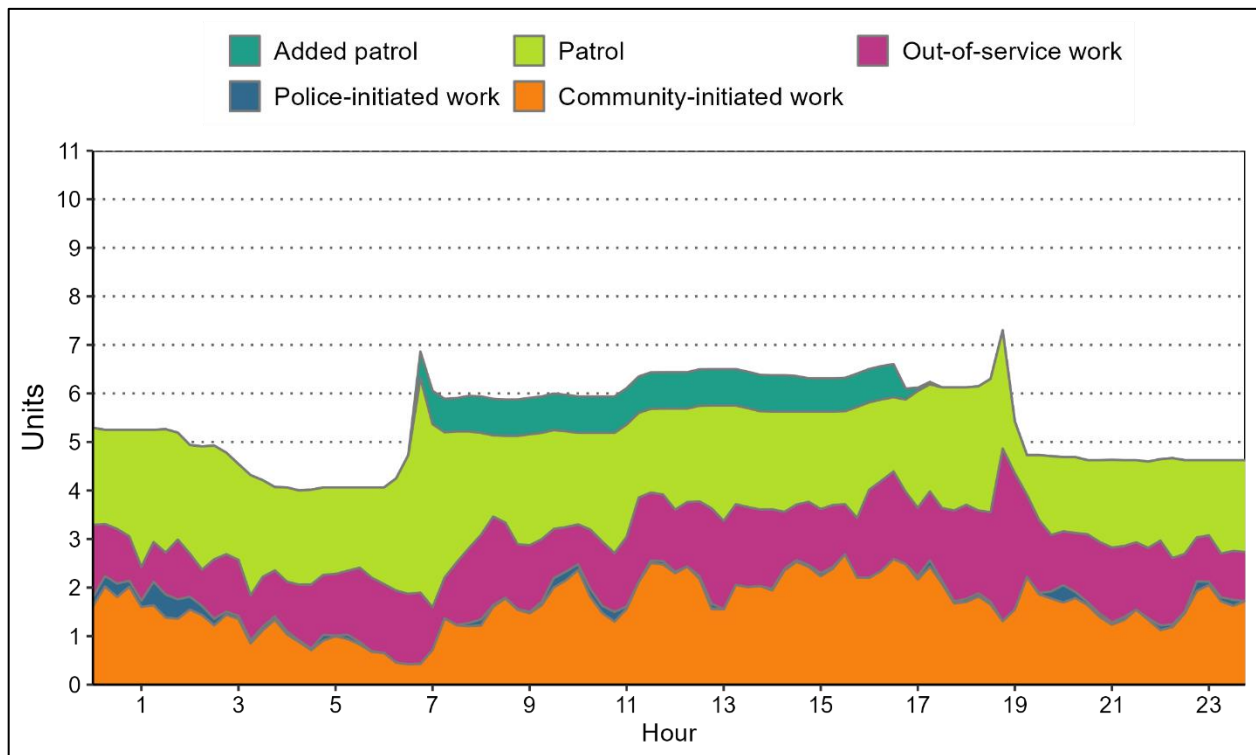


FIGURE 5-13: Deployment and All Workload, Weekdays, Winter 2024

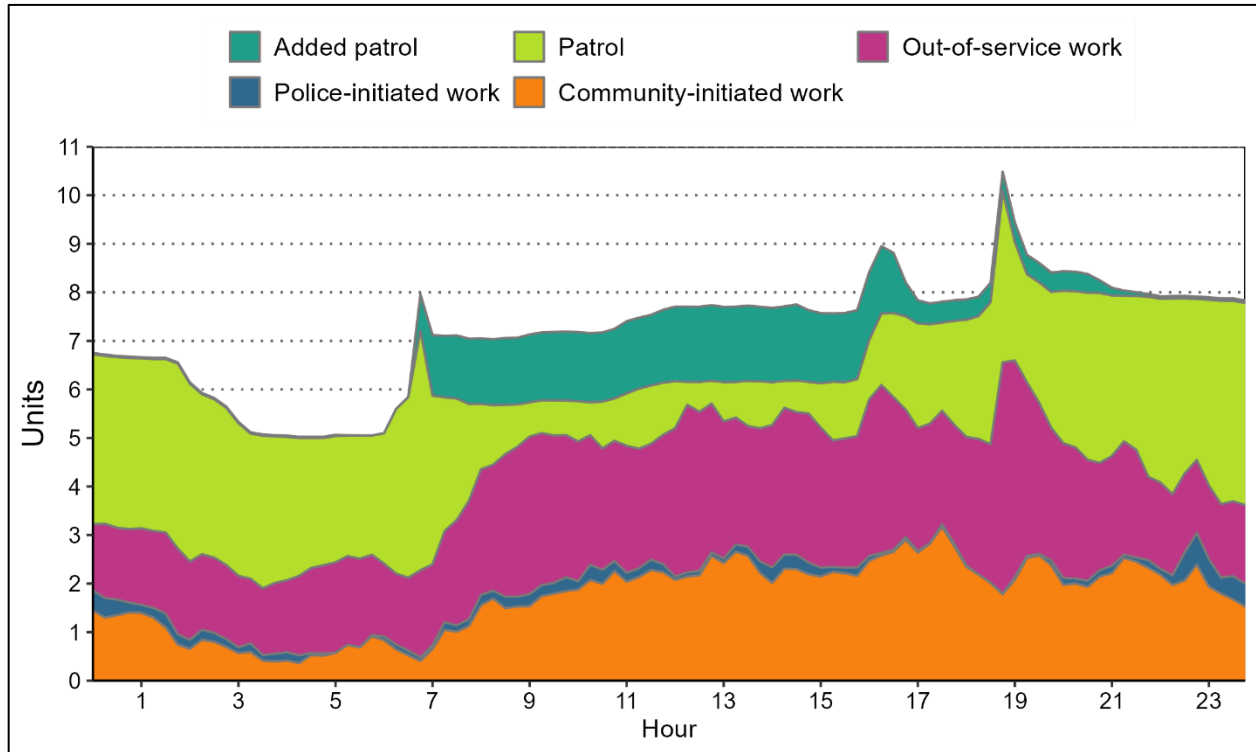
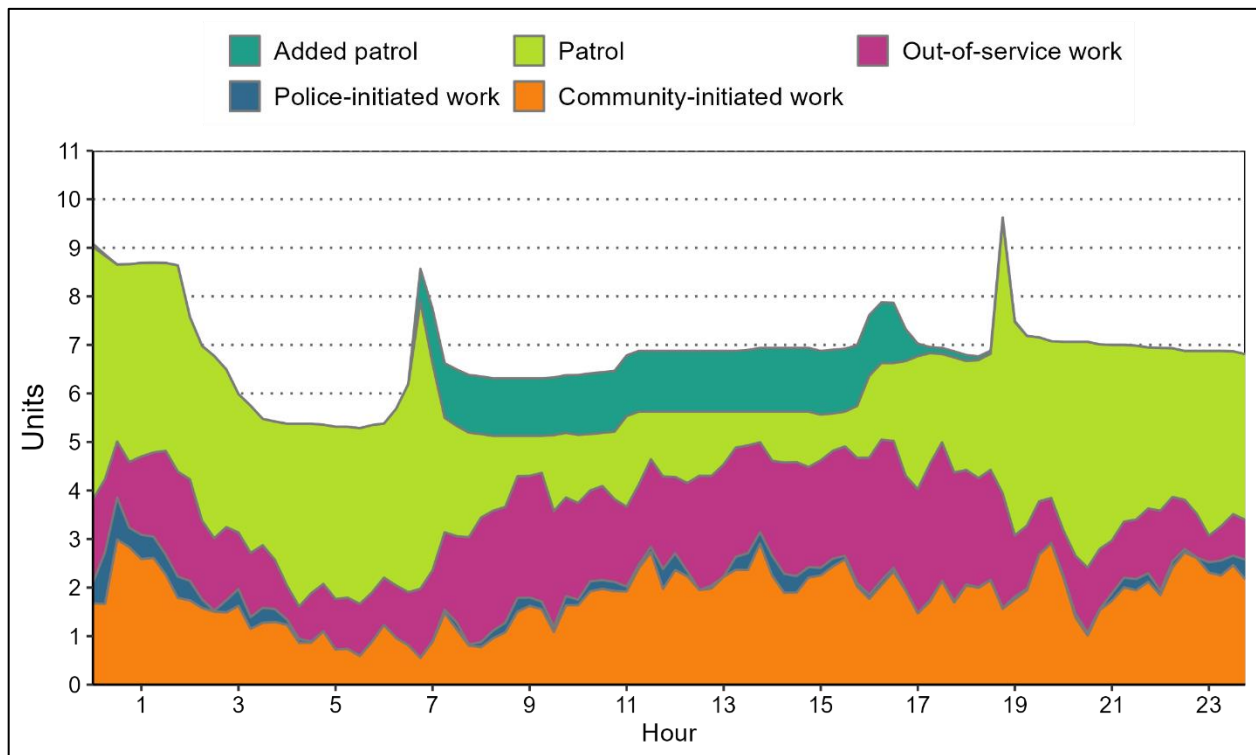


FIGURE 5-14: Deployment and All Workload, Weekends, Winter 2024



Note: Figures 5-11 to 5-14 show deployment along with all workloads from community-initiated calls and police-initiated calls, directed patrol work, and out-of-service work.

Observations:

Summer:

- Community-initiated work:
 - Average community-initiated workload was 1.8 units per hour during the week and 1.6 units per hour on weekends.
 - This was approximately 26 percent of hourly deployment during the week and 30 percent of hourly deployment on weekends.
- All work:
 - Average workload was 4.3 units per hour during the week and 3.1 units per hour on weekends.
 - This was approximately 63 percent of hourly deployment during the week and 57 percent of hourly deployment on weekends.

Winter:

- Community-initiated work:
 - Average community-initiated workload was 1.7 units per hour during the week and 1.8 units per hour on weekends.
 - This was approximately 24 percent of hourly deployment during the week and 26 percent of hourly deployment on weekends.
- All work:
 - Average workload was 4.2 units per hour during the week and 3.7 units per hour on weekends.
 - This was approximately 58 percent of hourly deployment during the week and 54 percent of hourly deployment on weekends.

In the following four figures the saturation index is explored. Patrol resources available are denoted by the dashed black line at the top. The 100 percent value indicates the total police officer hours available during the 24-hour period. The number of personnel may vary during the day, consistent with the staffing of the shifts, but at any given hour, the total amount of available personnel will equal 100. The red dashed line fixed at the 60 percent level represents the saturation index (SI). As discussed above in the Rule of 60, Part 2, this is the point at which patrol resources become largely reactive as CFS and workload demands consume a larger and larger portion of available time. The orange line represents the percentage of available resources committed to community-initiated activity, and the green line represents to percentage of available resources committed to all activity (community-initiated and self-initiated).

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FIGURE 5-15: Percentage of Workload, Weekdays, Summer 2023



FIGURE 5-16: Percentage of Workload, Weekends, Summer 2023

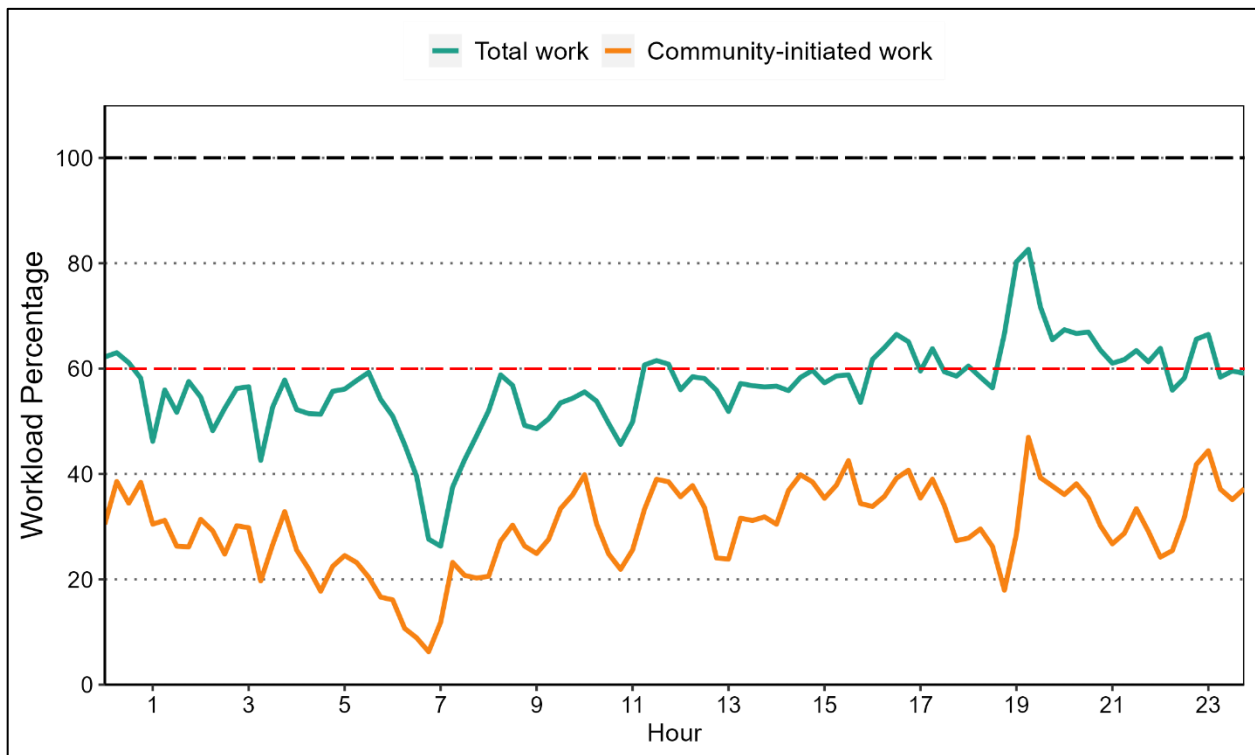
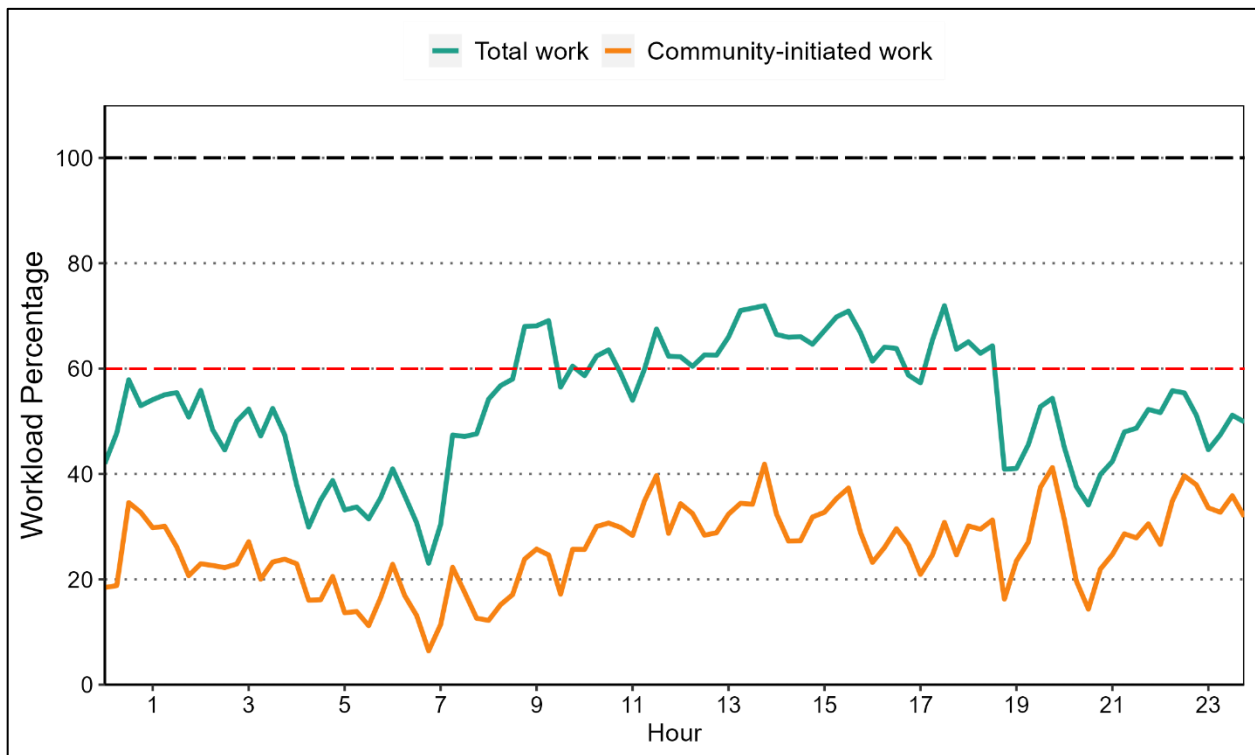


FIGURE 5-17: Percentage of Workload, Weekdays, Winter 2024



FIGURE 5-18: Percentage of Workload, Weekends, Winter 2024



Observations:

Summer:

- Community-initiated work:
 - During the week, workload reached a maximum of 44 percent of deployment between 5:00 p.m. and 5:30 p.m. and between 7:15 p.m. and 7:30 p.m.
 - On weekends, workload reached a maximum of 47 percent of deployment between 7:15 p.m. and 7:30 p.m.
- All work:
 - During the week, workload reached a maximum of 81 percent of deployment between 7:15 p.m. and 7:30 p.m.
 - On weekends, workload reached a maximum of 83 percent of deployment between 7:15 p.m. and 7:30 p.m.

Winter:

- Community-initiated work:
 - During the week, workload reached a maximum of 41 percent of deployment between 5:30 p.m. and 5:45 p.m.
 - On weekends, workload reached a maximum of 42 percent of deployment between 1:45 p.m. and 2:00 p.m.
- All work:
 - During the week, workload reached a maximum of 74 percent of deployment between 12:15 p.m. and 12:30 p.m. and between 12:45 p.m. and 1:00 p.m.
 - On weekends, workload reached a maximum of 72 percent of deployment between 1:30 p.m. and 2:00 p.m. and between 5:30 p.m. and 5:45 p.m.

The data reveals that, given present deployment numbers, the SLOPD's main patrol force is under stress throughout the day during summer and winter, both weekdays and weekends. Daily saturation indexes are in the low- to mid-40s percentage range for community-initiated work; however, the saturation index is in the mid-70s and low-80s percentage range for all work for both summer and winter. Notably, weekdays appear to be most busy between 7:00 a.m. and 2:00 a.m. The need for additional officers during the identified hours would affect the various watches throughout the day.

The addition of a mid-day 10-hour shift should be considered to cover the hours that see the highest saturation index. The time periods under observation suggest that SLOPD officers on patrol operate in an almost entirely reactive mode.

Patrol Deployment Recommendations:

- It is recommended that the role of the lieutenant watch commander be evaluated to make it more of a patrol operational role to allow more functional supervision. (Recommendation No. 1.)

- CPSM recommends evaluating and reducing supervisory collateral duties to ensure more proactive field supervision. (Recommendation No. 2.)
- CPSM recommends that a more formal senior officer program be created and those selected for this role attend leadership and in-service supervisor training. These officers can act as a force multiplier and can be utilized to handle minor field issues requiring a supervisor's perspective. (Recommendation No. 3.)
- CPSM recommends that SLOPD increase minimum staffing levels of patrol shifts by two police officers between the hours of 7:00 a.m. and 2:00 a.m. This can be accomplished by adding personnel to day-watch and a mid-day watch by adding six officers and a patrol supervisor. (Recommendation No. 4.)
- Examine shift deployment schedules and adjust as necessary to better align available personnel with workload demands. (Recommendation No. 5.)
- Add a mid-day watch shift and one additional supervisor for the watch on a 4-10 schedule. (Recommendation No. 6.)

COMMUNITY SERVICE OFFICERS

Community Service Officers (CSOs) are civilian employees who perform limited duties, generally not involving instances where suspects are present or known. Their duties typically include report writing, parking enforcement, traffic control, handling abandoned autos, and evidence collection, among others. The value of CSOs cannot be overstated. They relieve officers from handling a myriad of duties that would otherwise encumber officers' availability to respond on more serious incidents and/or engage in community policing strategies. Additionally, operational costs associated with CSOs, including hiring, training, equipment, and salaries and benefits, are significantly lower than for sworn police officers.

As police agencies evaluate the propriety of utilizing CSOs as part of their workforce, and to what extent, they must consider whether sufficient workload demands exist to warrant their utilization. Where sufficient workload demands exist, they are a cost-effective alternative to sworn police officers, without a compromise in service.

According to the Police Executive Research Forum report on *Embracing Civilianization*, depending on how agencies choose to use them, CSOs have tremendous potential to dramatically reduce the time sworn personnel spend on calls for service, thereby increasing the amount of time officers can engage in proactive enforcement, interact with the community, and solve the crime.

The Patrol Division is budgeted for six CSOs. At the time of the site visit, one vacancy existed for a one-year contract position that would increase the CSO positions to seven. Coverage is scheduled seven days per week as staffing allows. Four CSOs are dedicated to the downtown area and two handle citywide CFS.

The utilization of the CSOs and their current deployment numbers are appropriate for the City of San Luis Obispo. However, CPSM learned that the CSOs often receive conflicting instructions related to their duties and they are concerned that their duties conflict with department policy; for example, a CSO can be assigned a call for service that by policy would require response by two police officers. CPSM recommends that the CSOs be provided with specific delineated duties. CPSM also recommends the department reevaluate the criteria for deployment and response by CSOs to calls for service so as to meet the community's and the department's

needs. CPSM recommends that the response to calls for service by CSOs be in line with their training and in compliance with department policy.

Community Service Officers Recommendations:

- CPSM recommends that the CSOs be provided with specific delineated duties. (Recommendation No. 7.)
- CPSM recommends the department reevaluate the criteria for deployment and response by CSOs to calls for service so as to meet the community's and the department's needs. (Recommendation No. 8.)
- CPSM recommends that the response to calls for service by CSOs be in line with their training and in compliance with department policy. (Recommendation No. 9.)

TRAFFIC UNIT

Traffic safety and the efficient flow of transportation should be a focus of all field enforcement teams of any municipal police agency. Accidents that can be prevented can save lives as well as millions of dollars in damages and potential liability. A goal of any law enforcement traffic unit is to eliminate and reduce traffic collisions. This may be achieved through the application of such techniques as geographic/temporal assignment of personnel and equipment and the establishment of preventive patrols to deal with specific categories of unlawful driving behavior

The SLOPD Traffic Unit is currently staffed with one sergeant and two police officers' there is one police officer vacancy. The unit rides police motorcycles (motors) with a primary duty assignment of traffic law enforcement and accident investigations; officers are also used to supplement deployment shortages in patrol. The traffic unit, when fully staffed has two motors working the day shift, generally from 7:00 a.m. to 5:00 p.m., and one motor working 9:00 a.m. to 7:00 p.m. No traffic officers are assigned to work Saturday or Sundays.

Traffic enforcement techniques should be based on accident data, enforcement activity records, traffic volume, and traffic conditions. SLOPD should provide enforcement efforts toward violations, not only in proportion to the frequency of their occurrence in accident situations, but in terms of traffic-related needs. The SLOPD should continue to embrace the mission of reducing accidents, reducing injuries, and saving lives through enforcement, education, and road improvements through data collection and collaborating with engineering services in the City of San Luis Obispo.

CPSM learned that, due to the vacant crime analysis position, traffic analysis has been limited. Traffic enforcement is being conducted based on local and historical knowledge of the officers. Additionally, because traffic officers are routinely used to supplement shortages in patrol in order to meet staffing minimums or tasked to handle accident reconstruction cases, one to no traffic officers were routinely assigned to work traffic.

TABLE 5-9: San Luis Obispo Traffic-related Information

Type	2020	2021	2022
Total Collisions	288	399	435
Collisions - Pedestrian	19	32	36
Collisions - Bicycle	23	36	35
Total Traffic Cites	2,522	2,408	3,293
Traffic Cites - Pedestrian	287	259	
Traffic Cites - Bicycle	157	308	
DUI Arrests	114	108	140
Warnings	2,633	2,304	2,172

Source: SLOPD Annual Report and 2022 Addendum

CPSM recommends data from the top 10 intersections with the most traffic accidents and top 10 locations for traffic complaints be used to generate a monthly report for the supervisors to review and share with traffic and patrol teams. This will help to ensure traffic stops are occurring where needed to address safety issues. Additionally, the primary collision factors of these accidents should be examined to capture reasons behind such incidents. This could also evolve into disseminating a “Moving Citation of the Month” advisement to patrol to increase awareness and enforcement as needed to mitigate most common causes of accidents. This approach could entail the creation of written traffic safety plans, monthly reports using traffic crash data to identify times/days/locations/causes of traffic crashes, and holding patrol shifts accountable for implementing this plan.

Traffic Unit Recommendations:

- CPSM recommends that the motor vacancy be filled. (Recommendation No. 10.)
- CPSM recommends that SLOPD continue to embrace the mission philosophy of enforcement, education, and engineering. This will ensure a focused approach to handling traffic incidents and will maximize the traffic unit's efforts. (Recommendation No. 11.)
- CPSM recommends that the traffic staffing be used primarily for the traffic mission. (Recommendation No. 12.)
- CPSM recommends data from the top 10 collision locations and top 10 traffic complaint locations be used to generate a monthly report for supervisors to review and share with field enforcement teams to ensure traffic stops are occurring where needed to address safety issues. (Recommendation No. 13.)

DOWNTOWN BICYCLE OFFICERS

The bicycle detail is made up of four police officers supervised by a patrol sergeant. At the time of the CPSM site visit, one position was vacant. All bicycle officers are assigned to work the downtown district of San Luis Obispo, When the detail is fully staffed, two bicycle officers work Monday through Thursday from 7:00 a.m. to 5:00 p.m. (currently only one bicycle officer is assigned this shift). The remaining two bicycle officers are assigned to work Wednesday through Saturday, 5:00 p.m. to 3:00 a.m.

This is a primary duty assignment that is deployed regularly and at special events. The bicycle patrol officers provide a more mobile alternative to the use of a foot patrol officer. The

increased versatility of this assignment allows for more rapid response to calls and for the expansion of patrol areas while still enabling the officer to engage in community policing activities.

The bicycle detail assists conventional police cruiser units in the downtown business district, in public parks, and in other areas that are not accessible to traditional police cruisers. They are often deployed at the farmer's market and special town events. The Bicycle Unit is used to encourage community policing partnerships with residents, business owners, students, and tourists who live, work, visit, and study in San Luis Obispo every year. Bicycle officers are deployed on the day shift and night shift in the downtown area for high visibility; however, the number of bicycle patrol units deployed varies depending on the need and availability of the intended reason for deployment.

All bicycle officers have completed a state-certified police bicycle training course. According to SLOPD, all bicycle-certified officers are current in their training. CPSM found that the staffing for the intended use of the bicycle detail was appropriate.

Downtown Bicycle Officers Recommendation:

- CPSM recommends that the vacancy in the bicycle detail be filled. (Recommendation No. 14.)

COMMUNITY ACTION TEAM

The Community Action Team (CAT) identifies issues and crime trends that negatively affect the quality of life for residents, business owners, and visitors in the City of San Luis Obispo. One officer collaborates with a social worker to connect people with services and resources for housing, addiction counseling, food insecurity, mental health support, and family reunification. CAT works collaboratively with various organizations, including other city departments, social service agencies, private businesses, and non-profits, to address concerns and needs.

During the CPSM site visit, SLOPD was deploying one police officer and one technician and had one vacancy. The deployment and staffing of the CAT was appropriate for the Department.

Community Action Team Recommendation:

- CPSM recommends that the current vacancy be filled. (Recommendation No. 15.)

CRIME ANALYSIS UNIT

Crime analysis is an essential function within police agencies; effective crime analysis helps support criminal investigations, enhances prosecutorial efforts, and facilitates operational functions. Technological advances have enabled new ways to commit crime and new ways to measure, locate, and visualize it. Crime analysis is a challenging endeavor, demanding extensive time for data collection, classification, and pattern identification.

The SLOPD crime analyst position was vacant when this report was written. According to SLOPD, limited crime intelligence is predominantly carried out by sworn personnel in a "self-serve" fashion. Although this method of crime analysis is a stopgap, the vacant analyst position takes sworn personnel away from their primary duty assignments. Additionally, comparative analysis between sworn and professional staff could determine the quantity and quality of data collected.

Crime Analysis Unit Recommendation:

- It is recommended that the crime analysis vacancy be filled and continue being a civilian position. (Recommendation No. 16.)

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SECTION 6. ADMINISTRATIVE / INVESTIGATIVE BUREAU

The Administrative / Investigative Bureau is commanded by a lieutenant. The Bureau has a wide range of units and responsibilities including detectives, special enforcement team, training and hiring unit, the records section, property and evidence, and internal affairs. The lieutenant reports to the Administrative Deputy Chief.

This chapter of the report will focus on the following units and responsibilities:

- Detectives.
- Special Enforcement Team (SET).
- School Resource Officer (SRO).
- Training and Hiring Unit.
- Internal Affairs.

DETECTIVES

Determining functional detective staffing requires an examination of workflow levels, which may provide several operational, administrative, and community-based advantages when performed correctly. An optimum number of detectives must be assigned based on accurate data, performance measures, and case management processes. Outcomes must also improve the culture of the San Luis Obispo Police Department, meet community expectations, and be recognized as a useable and affordable strategy by the City of San Luis Obispo.

Under the direction of the Administrative Deputy Chief, the Investigative Division Lieutenant commands all detective operations.

One sergeant supervises the five detectives. Two detectives are assigned property crimes (burglary, grand theft, fraud, etc.), while three detectives work crimes against persons (robbery, assault, rape, murder). Property detectives are cross-trained in child abuse and sexual assault investigations, which is an approach found in similar-sized police organizations. All detectives are subject to being on call on a rotating basis. The Investigative Division is unique in that it also includes one School Resource Officer (SRO). The SRO is mainly assigned to the high school but is available for the middle school as well; however, the SRO may be assigned investigative cases involving students.

Policy / Standard Operating Procedures (SOPs)

The department's investigative functions are guided by various policies and standard operating procedures. These were reviewed by CPSM and found to be comprehensive, with no impact on staffing levels. The SOPs provide step-by-step direction to staff regarding the following:

- Case assignment.
- Case management.

- Case file maintenance.
- Procedures to follow in various investigations.
- Procedures to follow when conducting interviews/interrogations, etc.

Staffing and Vacancy Review

Investigative/detective staffing levels are authorized and staffed as shown in the following table.

TABLE 6-1: Investigative/Detectives Authorized Staffing Levels, 2024

Position	Authorized	Actual	Vacant
Lieutenant	1	1	
Sergeant	2	2	
Detective (Persons)	3	3	
Detectives (Property)	2	2	
Detective (SET)	4	2	2
School Resource Officer	1	1	
Total Sworn	13	11	2

Source: San Luis Obispo Police Department

SLOPD Detectives hold the rank of police officer but are referred to as detectives while assigned to the Investigations Division. Selection for this assignment is based upon the discretion of the department and follows a formal interview process where the candidate's prior work/initiative, report writing skills, and training are considered.

It is noted that the SLOPD detective function is fully staffed with no vacancies, a staffing level seldom achieved by a law enforcement agency; this is an achievement worth noting. Occasionally, SLOPD officers rotate into temporary detective positions due to limited work restrictions based on an injury or other occurrence.

As CPSM assesses staffing levels, we will also examine crime data, tempo of work, and associated tasks that require a closer examination for a realistic assessment. As an example, over the past decade, violent crime in the city has increased along with the tempo of calls for service; however, the detective staffing has remained the same over the past decade. In offering staffing recommendations, we will take this history into account.

Work Schedule

Detective operations are on a 4/10 schedule, generally from 7:30 a.m. to 5:30 p.m. on weekdays. Detectives also serve on-call schedules as agreed upon through Memorandums of Understanding. The work hours do not impact staffing levels and are contemporary.

Workload and Case Management

Detective case assignments are based on several factors listed in SLOPD policy and practiced within the Investigative Unit. The detective sergeant is responsible for evaluating and assigning cases once the Records Section completes the report merging process into the RMS system. Cases are assigned based on whether the crime is a crime of property or committed against a person. If it is related to burglary, robbery, theft, fraud, or vandalism, the case is assigned to the property crimes detectives. When the crime involves rape, child abuse, homicide, major assault,

or child pornography, it will be assigned to one of three crimes against persons detectives. Arson cases are unique and assigned to any one of the five detectives depending on several factors at the time of the review. Other factors that impact the triaging of cases include a detective's current caseload, types of cases, or the size and duration of a major case. Additionally, training, vacation, and other ancillary duties impact a detective's availability. These factors offer valuable insight for CPSM and are helpful in determining functional staffing levels.

In evaluating workload and case management, CPSM applies best practice recommendations offered by organizations such as IACP, PERF, U.S. DOJ, and other law enforcement institutions. IACP offers several recommendations that are provided below as guidance in determining workload and staffing levels:

- IACP recommends reduced use of paper-based investigative tracking and management and SLOPD has performed well in this objective.
- IACP recommends higher utilization of records management systems (RMS) and using these systems to their capacity. The SLOPD has attained many best practices with its utilization of its RMS; however, it does not use the clearance rate management system to its full capacity.
- IACP recommends agencies develop purpose-built case management systems that use searchable digital case folders, analytical tools, alert systems, and real-time visibility for supervisor evaluation. The SLOPD uses Spillman Technologies on most of these platforms and should seek to improve the use of Spillman Technology for case clearance management.

The SLOPD's achievements in several aspects of the IACP recommendations demonstrates positive performance indicators in adopting national best practices. One of the many challenges in determining staffing levels is the use of collateral or ancillary duties to solve organizational challenges and other emerging issues. Often, agencies similar in staffing levels as SLOPD struggle with increasing funding for higher staffing levels, so many times detectives are tasked with a multitude of divisional and organizational responsibilities. CPSM found that the ancillary duties of SLO detectives include multiple responsibilities that exceed most similar-sized agencies CPSM has visited. The range of other duties and responsibilities were gathered for this study and are listed below; they are certain to have an impact on caseloads and the length of the average investigation time.

- Candidate background investigations.
- Crime scene evidence collection.
- Child sexual abuse material (ICAC).
- Bomb task force.
- SWAT.
- IT-related duties.
- Evaluation of E-Scars (Suspected Child Abuse Reports).
- Drone team.
- Peer support.
- Range master.
- Mobile field force.

- Sex registrations.
- Pawn management.
- Sexual abuse response team.

Since these ancillary duties are divided among just five detectives, they may present a high volume of daily tasks unrelated to a detective's caseload. After our review of the ancillary duties, CPSM recommends that SLOPD executive staff establish an ad-hoc committee to evaluate and recommend how ancillary duties are assigned in order to help reduce collateral workloads for detectives.

The detective workload is difficult due to the pace of activity of San Luis Obispo combined with the limited resources to assign to various other duties. Caseload and staffing recommendations begin with understanding the workflow in the department. Generally, the first contact with SLOPD regarding a service request is made through the emergency 911 call center. For San Luis Obispo, that function is conducted by the department. If the dispatcher (call-taker) determines that an officer must be dispatched, the information on the call is entered into the computer-aided dispatch (CAD) system. The CAD system operates on the Spillman Technologies software, which is well-used throughout the United States.

Once the CAD entry closes, the call data/record is automatically transferred to a compatible records management system (RMS), commonly the same platform as the CAD system. These robust RMS platforms generally have multiple compatible sub-platforms, including Detective Case Management and Property and Evidence modules. This is designed to seamlessly transfer applicable information between these compatible platforms, including auto-populating relevant data in these sub-platforms. Spillman's case management component assigns and tracks active cases and is utilized well by detectives at a higher average level than most police departments of similar size. The use of the Spillman Technology software and RMS platform is a positive performance indicator for the department and detectives.

Law enforcement agencies vary widely in case intake policies and practices relative to detective section functions. Some agencies refer all cases to detectives for review and follow-up investigation, where appropriate. In others, only felony cases are generally referred to detectives, while patrol officers are responsible for investigating most misdemeanor cases and some low-level felony cases. Decisions about the case intake processes are often driven by workload demand and staffing levels in detective units.

Currently, the SLOPD utilizes a practice common in similar-sized agencies in assigning certain types of cases with strong leads to patrol officers for investigation. As mentioned, the department has patrol officers investigate crimes and they are often assigned investigations for multiple days and, at times, for lengthier periods. Although this process assists the detectives with their workloads and expands the breadth of the knowledge and skills of patrol officers, it is not without challenges. SLOPD tracks cases assigned to patrol officers on the Spillman case management system; these cases assigned to patrol are reviewed and discussed monthly by the Investigative Division's lieutenant and sergeant.

In our review, CPSM discovered that the Investigative Division does not closely track clearance rates either for detectives or patrol officer-assigned cases. Tracking caseload clearance is strongly suggested by IACP and PERF and serves as an important characteristic in determining performance and caseload balance. It is recommended that the SLOPD develop a process through Spillman Technologies to track clearance rates for all detectives and cases assigned to patrol officers. Tracking clearance rates will provide data regarding caseloads and assist in developing yearly staffing levels in detectives. Table 6-2 shows the department's overall

clearance rates for 2022, along with State of California and national rates. Table 6-3 shows just the San Luis Obispo and California clearance rates, as the national rates were not available from the FBI reporting system at the time of this report.

One can see that the SLOPD's robbery and aggravated assaults clearance rates are higher than state and national levels, which is likely reflective of the work by SLOPD detectives. These outcomes are positive achievements and an example of excellence in policing by the department. In Table 6-4, one can see the SLOPD's clearance rates are higher in all categories except for rape as compared to California. The clearance rates are inclusive of all SLOPD police efforts, and not just for detectives. Again, however, these figures point to an excellent performance outcome.

TABLE 6-2: Reported SLO, California, and National Crime Clearance rates, 2022

Crime	San Luis Obispo			California			National		
	Crimes	Clearances	Rate	Crimes	Clearances	Rate	Crimes	Clearances	Rate
Murder Manslaughter	0	0	NA	2,206	1,294	59%	21,797	10,752	49%
Rape	38	2	5%	14,346	3,970	28%	132,997	27,856	21%
Robbery	40	22	55%	47,669	13,356	28%	215,760	51,930	24%
Aggravated Assault	189	96	51%	128,798	60,502	47%	756,601	334,405	44%
Burglary	254	25	10%	143,429	14,348	10%	916,970	125,838	14%
Larceny	1,372	96	7%	577,733	12,817	2%	4,947,709	633,098	13%
Vehicle Theft	119	16	13%	181,815	37,846	21%	953,827	87,140	9%

Source: FBI UCR National Reporting

TABLE 6-3: Reported SLO and California Clearance Rate, 2023

Crime	San Luis Obispo			California		
	Crimes	Clearances	Rate	Crimes	Clearances	Rate
Murder Manslaughter	0	0	NA	1,892	1,166	62%
Rape	32	4	13%	13,723	3,685	27%
Robbery	44	29	66%	49,177	13,943	28%
Aggravated Assault	178	102	57%	135,046	61,055	45%
Burglary	181	32	18%	132,574	13,168	10%
Larceny	997	125	13%	560,414	11,042	6%
Vehicle Theft	90	19	21%	195,853	45,464	8%

Source: SLOPD & California Department of Justice

Workload Demand

To this point, we have discussed staffing, work schedules, and case intake procedures. Here, we will examine how the Investigative Division is positioned to manage workload demand. As previously noted, not all criminal investigations are assigned to a detective. Some are handled in their entirety by patrol officers, handled by the SRO, or closed without further investigation following a review of solvability factors. Major cases reflected in the following table are limited to those assigned to detectives.

There are no absolute standards to determine an appropriate caseload for a detective. Some of the options include the following contrasting industry standard recommendations.

- The International Association of Chiefs of Police (IACP) suggests a detective caseload between 120 and 180 cases per year (10 to 15 per month) is manageable. Based on the current data, SLOPD Detectives are below this mark but would likely have higher totals if all investigations were assigned to detectives. It is not uncommon for police agencies to assign selected violent and serious crimes for assignment while others are handled by Patrol.
- Other IACP research recommends one detective for every 300 Part I crimes. This metric would suggest that SLOPD needs 5 detectives based on the 2023 Part I crime total of 1,466, the number it has now.
- A comprehensive 2007 analysis of Florida police departments conducted by the “End Violence Against Women International” (EVAWI) found the average number of cases to be between 72 and 96 per year (excluding homicide and sex crimes). For SLOPD detectives, the number of violent and serious crimes in 2023 per detective was at the low end of this average.
- Further, a more realistic report by IACP found that the average detective spent less than 60 percent of their time on investigations and nearly 40 percent of their time on other related administrative, operational, and collateral duties as required. In San Luis Obispo, these duties may include community engagement, training, and collateral assignments such as SWAT, peer support, drone operations, and other duties.
- Based on the detectives' collateral duties, it can be estimated that the average detective spends less than 60 percent of time on investigations, and, likely nearly 50 percent on other related duties and responsibilities as listed earlier in this segment.

To achieve the 60/40 investigative threshold vs. “other tasks” balance would require SLOPD to reduce the number of collateral duties or add additional staffing to the detective cadre to increase concentrated time on investigations.

The following table provides data that the number of cases assigned to detectives is increasing as of 2023. While considering the highest year caseload (2023), each of the five detectives manages a caseload of approximately 60 cases per year, considered to be manageable before the auxiliary assignments and collateral duties are included into a detective's daily schedule.

TABLE 6-4: Case Assignments Per Detective, 2021–2023

Unit	2023 Total	2023 Cases per Detective	2022 Total	2022 Cases per Detective	2021 Total	2021 Cases per Detective
Person Crimes	229/3	76.3	129/3	43	146/3	48.6
Property Crime	72/2	36	50/2	25	74/2	37
All Cases	301	60	179/5	35.8	220	44

Source: San Luis Obispo Police Department. The School Resource Officer does not log or track school incidents on CAD/RMS

Equally, an example of expanding community tasks impacting SLO resources can be measured from the most recent strategic plan, indicating growing needs related to community resources, unsheltered population, and CFS related to a higher population. It also demonstrates the growing workload for all personnel as special projects are established to confront emerging trends.

FBI UCR/NIBRS Crime Reporting

The Federal Bureau of Investigation annually produces a Uniform Crime Report (UCR) / National Incident-Based Reporting System (NIBRS) report that provides comprehensive crime and other law enforcement data for agencies nationwide. The states supply the FBI with data after each collect and processes the data received from local agencies. SLO reports such data to the California Department of Justice (Cal DOJ). As we reported on crime rates throughout this report, the data reflects what the FBI UCR/NIBRS published. This data is important for SLOPD leadership to evaluate and determine staffing needs based on emerging issues.

The following table shows the indexed rate of crime in San Luis Obispo over the ten-year period of 2014 to 2023. Since 2016, the property crime rate has seen a downward trend; however, the rate of violent crime has trended upward. This trend in the rate of violent crime has increased investigative caseloads and associated work. For typical police agencies, this trend in violent crime would require additional resources. This is especially the case because of the growing investigative needs related to searching through social media, cell phone data, and technical data platforms.

TABLE 6-5: Reported SLO, California, and National Crime Rates, by Year

Year	San Luis Obispo				California				National			
	Population	Violent	Property	Total	Population	Violent	Property	Total	Population	Violent	Property	Total
2014	46,672	514	3,083	3,597	38,970,399	389	2,430	2,819	324,699,246	357	2,464	2,821
2015	47,116	410	3,914	4,323	39,315,550	424	2,605	3,029	327,455,769	368	2,376	2,744
2016	47,774	373	4,345	4,718	39,421,283	443	2,541	2,984	329,308,297	383	2,353	2,736
2017	47,934	371	3,718	4,089	39,536,653	449	2,497	2,946	325,719,178	383	2,362	2,745
2018	47,885	401	3,778	4,179	39,557,045	447	2,380	2,828	327,167,434	369	2,200	2,568
2019	47,735	402	3,641	4,043	39,959,095	434	2,290	2,724	328,239,523	379	2,010	2,489
2020	46,986	441	3,448	3,888	39,538,223	442	2,139	2,581	331,449,281	399	1,958	2,357
2021	47,326	475	3,892	4,368	39,368,613	466	2,178	2,645	332,031,554	396	1,933	2,329
2022	47,394	563	3,682	4,245	39,114,785	500	2,343	2,843	332,403,650	380	1,954	2,334
2023	48,249	526	2,628	3,154	39,109,070	511	2,273	2,784	NA			

Note: National crime statistics are not yet available for 2023.

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Crime Scene & Forensics Investigations

In today's policing environment, forensic evidence, especially trace and biological evidence, is critical in solving crimes and successfully prosecuting offenders. Crime scene technicians must have extensive training, experience, skill, and commitment to master this art. Each is vital to this effort. SLOPD previously had a crime scene technician (civilian) on staff in the early 2000s, but that role was reclassified to a Property and Evidence Technician. The department has approached this challenge with innovation and established a collateral team of four patrol officers for each work shift who have been trained in basic crime scene investigations. The assignment is an innovative approach for law enforcement agencies with limited resources and budgets. SLOPD constructed this auxiliary assignment as a three-year assignments for patrol officers. It has the added benefit of advancing investigative skills.

In addition to the patrol personnel, the department's detective cadre can also conduct basic crime scene management duties. The nature and seriousness of the offense will dictate the degree to which these processes are required and SLOPD's use of a call-out team as a collateral assignment has functioned well with limitations. The limitations include homicide, sexual crimes, and other serious incidents; thus, the department maximizes its mutual aid agreement with the County Sheriff's Office for advanced crime scene investigations. Although no specific data is maintained, it is estimated the crime scene Investigator teams respond to approximately 30 incidents per year.

Computer Forensic Responsibilities

The SLOPD utilizes one civilian forensic computer technician who provides technical investigative consultations on investigations and as well conducts forensic assessments on cell phones, computers, gaming devices, tablets, and other devices. The workload of this position is always constant and produces over 60 supplemental narratives per year as well as the daily technical guidance for search warrants and other work. It is recommended that SLOPD develop a succession plan for this position to avoid a vacancy in this position. A temporary vacancy in this position would impact many complicated investigations as well as daily guidance for detectives and patrol personnel.

The work related to crime scene and computer forensic investigations involve time-consuming tasks that, in major cases such as homicide investigations, kidnappings, sexual assaults, etc., can take many hours and, in some cases, weeks to complete. Dedicated forensic specialists, not generalists with multiple other responsibilities (e.g., patrol officers and detectives), are vital to this effort. As mentioned, extensive training and experience are required to master these tasks. There are no benchmarks or national standards to estimate the percent of time to achieve these responsibilities for every task and investigation. What is known is that the work by the CSI unit and the computer forensics specialist is time-consuming and adds countless hours to each investigation and should be considered for this staffing report.

Community Challenges

Based on economic reports and other city-wide data, San Luis Obispo's population has experienced growth; tourism plays a significant role in the city's economy. In 2022, San Luis Obispo County (recognizing that the City of San Luis Obispo is a statewide destination location) welcomed 7.47 million visitors to the entire county.

The 2013 San Luis Obispo Economic Report provided several emerging issues that are challenging the city regarding economic growth and social issues. Housing was an emerging topic in 2013 and which now is having a significant impact on city and policing resources to

manage the growing unhoused population that has emerged into 2024. Over the years, the average authorized (budgeted) sworn staffing level has been maintained at about 60 to 61 personnel. The average number of assigned detectives averaged about five officers over the past decade (according to the department's annual reports). A key data point is that the calls for service and contacts with those living without permanent shelter totals about 6,700 engagements. This number is critical for the SLOPD and likely has impacted the number of case investigations for detectives and other associated tasks.

The unsheltered population has required the department to develop special units, such as the Community Action Team, and other innovative strategies to reduce and manage the population while offering contemporary outreach services with local non-profit partnerships and organizations. However, over the past year, the police department has responded to numerous complaints regarding the increase in transient camp occupancies and locations, including building structures in parks and other critical locations. The SLOPD evaluated the calls for service related to the unsheltered population during 2022 (to include contacts as suspects, victims, or witnesses), and these contacts, as noted, decreased from the prior years but still totaled about 6,700 interactions. The number of engagements between the unsheltered and detective investigations is unknown, but based on an examination of CFS and detective interviews it is estimated to incur about 30 percent of all investigative cases.

CPSM also recognizes that in 2021, the police department encountered its largest increase in calls for service in over ten years, and the highest totals on record. While 2022 and 2023 have seen a slight decrease in call volume, the overall increase of over 29 percent since 2009 represents a likely increase in the number of cases assigned to detectives.

CPSM Staffing Recommendation

Based on the findings and best practice approaches, CPSM recommends the increase of two detectives to raise the staffing from five detectives to seven. Adding two detectives may only provide limited operational enhancements and will require the support of other CPSM recommendations in this report. Additional detectives can provide the following positive outcomes.

- Reduce violent crime detective workloads, allowing more focus, time, and attention on each case and other investigative responsibilities.
- Provide more thorough investigations and potentially higher clearance rates.
- Additional detectives can improve the goal of reaching 60 percent of time spent on investigative time and less than 40 percent of time on collateral responsibilities. It is very likely that department detectives now spend less than 60 percent of their time on investigations.
- Added detectives will allow personnel to work collaboratively on complex cases and share expertise, leading to better outcomes and the ability to address emerging crime trends and allocate resources more effectively.
- Additional detectives will also support and mentor less experienced detectives, fostering professional development within the department and improving the overall culture of a learning organization.

The goal of providing two additional detectives is to improve the effectiveness and productivity of the detective section, leading to a safer community and increased public trust in the San Luis Obispo Police Department.

Based on the findings of the detective workload and staffing assessment, CPSM found that the Investigative Division would immediately benefit from two additional full-time detectives to offset the 41 percent increase in the city's violent crime rate since 2016 as well as reduce the workload of ancillary duties under the 60/40 principle.

Detective Recommendations:

- Based on the findings of the detective workload and staffing assessment, CPSM found that the Investigative Division would immediately benefit from two additional full-time detectives. (Recommendation No. 17.)
- CPSM recommends that SLOPD executive staff establish an ad-hoc committee to recommend an approach to assigning ancillary duties to better define appropriate staffing levels throughout the organization. (Recommendation No. 18.)
- It is recommended that the department develop a process through Spillman Technologies to track clearance rates for all detectives and cases assigned to patrol officers. (Recommendation No. 19.)
- It is recommended that the department develop a succession plan for the computer forensic position to avoid a vacancy in this position. A temporary vacancy in this position would impact many complicated investigations as well as the daily guidance provided for detective and patrol personnel. (Recommendation No. 20.)

SCHOOL RESOURCE OFFICER (SRO)

SRO programs play an invaluable role in providing a safe school environment, shaping young people's relationships with police, and establishing and maintaining productive relationships with school officials. Recognizing the importance of an SRO program, the San Luis Obispo Police Department works in conjunction with the San Luis Coastal Unified School District, which represents several area cities with a total of 7,500 students. The County School District has long maintained an SRO program with shared responsibilities between Morro Bay, SLOPD, and the County Sheriff. Most deployment time of SLOPD's SRO is expended at San Luis Obispo High School, which has approximately 1,600 high school students and 800 middle school students. 2022 enrollment is expected to grow and return to pre-pandemic levels, according to the King Consulting report.

This one SRO works Tuesday through Friday from 7:00 a.m. to 5:00 p.m.; the SRO serves as the liaison with other SROs in SLO County.

Workload

As we begin our discussion on workload, it is essential to point out that, unlike Patrol, where computer-aided dispatch (CAD) captures much of an officer's time on assigned activities, this is not the case for an SRO. SROs serve as mentors for students, resources for families and school staff, while providing classroom instruction, and are responsible for law enforcement-related duties at the schools. Few of these activities lend themselves to being captured by CAD and rarely result in initiating a documented case file.

CPSM found that the SRO was assigned approximately 60 cases over the current school year for various school-related investigations (determined by CFS case numbers). However, these cases are not assigned to the SRO or tracked much like detective caseloads. It was also determined

that an unknown number of investigations or calls for service are not tracked. For staffing and deployment purposes, CPSM recommends the SRO track all cases and CFS via the CAD system and maintain a handwritten log that can easily be transferred to the RMS system for tracking purposes.

Importantly, and as we mentioned previously, the SRO is also responsible for investigations of crimes occurring on school campuses and cases involving children where, based upon their duties as an SRO, they are uniquely positioned to conduct a more thorough investigation. The SRO may also be called upon to assist detectives and Patrol in investigations involving school-related incidents or those not necessarily related to school but involving a student, even where the SRO is not the primary case investigator. This is an excellent use of the SRO as they are best positioned to seek cooperation from school staff, students involved in criminal activities, or witnesses.

The primary goal of the SRO is to develop positive relationships with students and help with any issues at school or home. The SRO is also involved in reviewing safety plans and assisting in creating special projects or guidance with special school events. During the summer months, the SRO is assigned to the high school as more than 1,000 students attend in the summer. The officer is stationed at SLO High School and available to assist at all school sites, including the nine local schools. The SRO helps in other functions by attending school assemblies, assisting in the classroom, conducting outreach, and providing guidance to school staff on public safety matters.

SLOPD's use of the SRO is consistent with national standards, and the workload and responsibilities are also consistent with current standards as prescribed by the National Association of School Resource Officers (NASRO). The national standard, as recommended by NASRO, is one school resource officer per 1,000 students. Based on this recommendation the San Luis Obispo Police Department should consider the addition of one SRO as the total number of students is approximately 2,400 students. If adding one SRO is not feasible, CPSM recommends adding one patrol officer to the authorized budget and utilizing this officer as a part-time officer at the middle school during the school year, allowing the full-time SRO to remain full-time at the high school.

This recommendation is based on standard areas of responsibilities that are also maintained in San Luis Obispo, as listed below:

- Student contacts.
- Parent contacts.
- Law-related education.
- Accidents.
- Drug charges.
- On-campus crime.
- Reports of weapons.
- School disturbance.

As would be expected, most incidents fall first to student contacts and then parent contacts. Even at the high school, the annual numbers of arrests, drug charges, and school disturbances are nominal.

CPSM Staffing Recommendations

SRO programs play an invaluable role in shaping young people's relationships with police and establishing and maintaining productive relationships with school officials. The City of San Luis Obispo, the school district, and the SLO Police Department are commended for their commitment to this program and the community's children. As such, CPSM recommends one additional SRO based on national benchmarks relative to student populations with an understanding this recommendation requires collaboration with school district executive leadership.

SRO Recommendations:

- CPSM recommends one additional SRO to meet the NASRO national standards of one SRO per 1,000 students, as San Luis Obispo has surpassed 2,000 students. (Recommendation No. 21.)
- If adding one SRO is not feasible, CPSM recommends adding one police officer to the authorized budget and utilizing this officer as a part-time officer at the middle school during the school year, allowing the full-time SRO to remain full-time at the high school. (Recommendation No. 22.)
- Regarding future staffing and development considerations, CPSM recommends that the SRO track all cases and CFS via the CAD system and a handwritten log that can be transferred to the RMS system for better tracking. (Recommendation No. 23.)

SPECIAL ENFORCEMENT TEAM (SET)

The Special Enforcement Team is a specialized unit of operations within the Administrative/Investigative Division under the direct command of the Investigative Unit lieutenant. SET has an authorized budget of three detectives and one police sergeant. Generally, SET will operate in a plain-clothes undercover capacity, focusing on crime activity and narcotics enforcement. SET regularly assists the department in other areas of special operations, such as with Patrol or investigative Division and regional efforts.

Staffing & Workhours

The SET work schedule often changes based on operational needs, crime trends, search for criminal fugitives, and ongoing criminal activity. The unit is authorized with three officers and one sergeant but often may be staffed with two officers depending on vacancies and patrol needs. SET is focused on the following areas of responsibility:

- Major investigations
- Human trafficking
- Narcotic crimes
- Gun trends
- Overdoes cases
- As a resource for covert operations

Workload/Unit Responsibilities

The SET's responsibilities and work standards are well defined in the SLOPD's procedure manual, and proper accountabilities and oversight are built into the operational guidelines to include an extended list of operational expectations. Specialized operations units such as SET are not defined by any national recommendation, benchmark, or suggested authorized staffing levels. Instead, determining the appropriate staffing levels include the following challenges.

- Necessity to augment Patrol or investigative resources.
- Defined unit mission and organizational responsibility.
- Well-defined policy/procedures/training.
- Community interaction to define crime trends and reduce victimization.
- Proper management and accountability.

In our review, CSPM found that the department's leadership has accounted for the need and deployment of SET. The unit was tasked to respond to regional crime trends, ongoing criminal activity, and other public safety challenges impacting the San Luis Obispo community. After several years of inactivity due to short staffing in patrol, SET was reactivated as a functional unit of operations earlier this year.

In assessing SET's staffing and workload, CPM reviewed nearly 40 cases and noted extraordinary investigative efforts in seizing large quantities of narcotics, fentanyl, drug monies, and dangerous weapons. This unit was also instrumental in arresting violent suspects, wanted sex crime registrants, and ongoing property crime rings. The unit has demonstrated its ability to focus on regional crime that impacts the City of San Luis Obispo by working with local police agencies in the county, state parole, and FBI Task Force. Noteworthy outcomes include the seizure of more than 16 pounds of fentanyl, 34 pounds of methamphetamine, 13,000 controlled substance pills, and many other dangerous substances. SET evaluates and investigates drug overdose incidents to determine if the circumstance of these tragic events provides investigative "leads" for potential arrests.

SLO leadership has accounted for SET's community effectiveness and successes in reducing tragedies (avoiding potential overdoses) and reducing violence (through arrests and seizure of weapons). Based on the activity level and SET's deployment strategy, it is recommended that SET continue to operate at its current staffing level. Traditional metrics in law enforcement are centered around tasks or activities but seldom measured in a greater feeling of safety, lowered risk of crime, less disorder, and disruption of open-air drug markets. It is evident by our assessment that SET has achieved a high level of performance in making the city a safer place to live. It would benefit the department to prioritize the filling of the current SET vacancy as staffing allows.

SET Recommendation:

- CPM recommends that the SET vacancy be filled as soon as staffing allows. (Recommendation No. 24.)

TRAINING AND HIRING UNIT

The Training/Hiring Manager is a civilian employee who reports directly to the Administrative Deputy Chief. This role involves two distinct but interconnected responsibilities: overseeing the training of department staff and managing the recruitment, hiring, and retention of department staff. The Training/Hiring Manager works closely with the Administrative/Investigations lieutenant, day watch lieutenant, night watch lieutenant, and one sergeant with other management responsibilities. The Training Unit staffing includes one training manager with various responsibilities and auxiliary duties representing all the required operational requirements and obligations as prescribed by law and the Peace Officer Standards and Training (POST).

Overview

Training is one of the most important functions in a police department. Practical training is critical in providing essential information and minimizing risk and liability. The outcome of practical training can be measured in part by a high level of proactive policing and low level of community member complaints, low numbers of claims or lawsuits, high community member satisfaction with the police, well-written and investigated reports, safe driving records, and appropriate implementation and documentation of use-of-force incidents.

All aspects of training within SLOPD are handled by the training manager and the Administrative lieutenant. The duties of the training manager are to coordinate all training in the department based upon demand and required mandates and to ensure officers and staff meet compliance requirements set by POST. The purpose of the training unit policy is to administer a training program that will provide for the professional growth and continued development of SLOPD personnel, ensuring the department's personnel possess the knowledge and skills necessary to provide a professional level of service that meets the needs of the community.

Workload

This assessment reviewed the operations of the Training/Hiring Unit and its internal structure and activities; however, the focus of this review is to evaluate if staffing levels are appropriate.

CPSM could not determine objective workloads or conduct regional, state, or national comparisons regarding the Training Unit's workload, which is not unusual for training units. However, CPSM conducted its assessment based on universal national, state, and local training regulations balanced with organizational mandates and current challenges facing the department. While it is common to have one training manager assigned to these duties, the tempo of departmental and community needs are greater than agencies of similar size, placing more responsibilities on the training/hiring unit to establish ongoing professional development.

The Hiring and Training Manager is responsible for all departmental hiring, promotions, and unique assignment selections, coordinating the background process, and onboarding for all positions within the police department in coordination with other personnel and ranks. As one example, the training manager spends a high percentage of time on hiring to include the following processes:

Recruitment/Hiring

- Coordinating with Human Resources and creating job requisitions.
- Reviewing applications for content and disqualifiers.
- Organizing and implementing any required job-related testing.

- Selecting the top candidates, organizing, and attending the interview process.
- Coordinating the background process for selected applicants.
- At times, the Training Manager will also conduct background investigations.

Based on CPSM's review of dozens of police organizations around the United States since 2021, the hiring pace at the SLOPD exceeds national averages. During the 2021–2023 period, the department hired 23 police officers and 21 professional (civilian) staff

The department's near-zero vacancy rate and hiring pace surpasses those of other police organizations in the region. This achievement results from multiple facets within the department; however, hiring tracking, processing, and other related duties fall directly on the training unit personnel and its leadership.

Training

The Hiring and Training Manager ensures all officer recruits, laterally-hired officers, and communication technician-dispatchers complete and successfully pass all mandated job requirements before hiring as set forth by the State of California or Department policy. The Hiring and Training Manager is responsible for coordinating and executing the onboarding process for all departmental hires. The Hiring and Training Manager ensures all employees within the department acquire and maintain certifications and training required for their position and manages POST certifications as set forth by the State of California or department policy.

Training management is an ongoing process that requires the department to maintain state mandates related to California POST commission requirements, including:

- Meeting the Department requirement that all field personnel and dispatchers have expanded CIT training by 2025
- Meeting the statewide need for consistent peace officer selection standards by developing and updating job-related selection standards.
- Assuring California peace officers have access to appropriate training to acquire the skills, knowledge, attitudes, and behaviors consistent with the requirements and expectations of professional competence associated with the job at each career and experience stage.
- Fostering and facilitating healthy and productive organizational environments in which officers work by providing leadership development programs and offering management counseling services.

CPSM found that the department has achieved nearly 100 percent of training mandates related to the Perishable Skills Program (PSP) and Continuing Professional Training (CPT) requirements. CPSM has found many California law enforcement agencies are behind on these mandates, demonstrating another example of excellence in policing by the San Luis Obispo Police Department. SLOPD has prioritized 40 hours of Crisis Intervention Training for all field personnel and dispatchers and is on track to achieve this milestone in 2025. CPSM does note that one training manager dedicated full-time to the CA POST training mandates and other important ancillary duties is a heavy load to maintain every year.

Administrative Training Duties

In a review of the Training Unit's functions, we found the manager is responsible for many administrative training-related functions, such as;

- Conducting reviews on all backgrounds to ensure California POST compliance and working with POST during annual POST audits.
- Managing travel arrangements and course registration for employees who are attending training.
- Managing and implementing Lexipol policy updates and daily training bulletins in Lexipol.
- Purchasing and tracking department-issued equipment.
- Working with community stakeholders for recruitment and marketing opportunities.
- Scheduling ride-alongs; frequently communicates with community members interested in department employment.
- Responding to and communicating with other law enforcement agencies when inquiring about applicants.

CPSM Staffing Recommendations

CPSM concluded that the Training Unit is operating beyond 100 percent of capacity as the daily duties, long-term responsibilities, and state regulations require ongoing development plans and specific types of training for sworn and professional staff. CPSM recommends that department leadership develop an approach to assign a part-time individual to assist with the regular tasks and responsibilities. CPSM recommends the department evaluate the addition of an administrative sergeant to assist the training manager with recruitment and hiring tasks and responsibilities in order to support the current workload and associated tasks.

It would also benefit the unit to continue automating the tracking of training hours, courses, and other tasks to reduce daily work. The current use of the Oracle workflow software to submit, track, and approve department training is an excellent example of managing annual training requests. CPSM recommends that the department utilize a third-party background investigation firm as its primary resource for background investigations in order to reduce the auxiliary workload for detectives and patrol personnel currently performing these tasks. The department should refer to CA POST Training Bulletin NO. 2024-08 for guidance and legal restrictions. The SLOPD should also continue to invest in software to help track Training Unit responsibilities and reduce the training manager's workload.

Training & Hiring Unit Recommendations:

- CPSM recommends the department develop an approach to assign a part-time individual to assist with the regular tasks. (Recommendation No. 25.)
- CPSM recommends SLO evaluate the use of an administrative sergeant to assist the training manager with recruitment and hiring tasks and responsibilities in order to support the current workload and associated tasks. (Recommendation No. 26.)
- CPSM recommends that the department utilize a third-party background investigation firm as its primary resource for background investigations in order to reduce the auxiliary workload for detectives and patrol personnel currently performing these tasks. The department should refer to CA POST Training Bulletin NO. 2024-08 for guidance and legal restrictions. (Recommendation No. 27.)
- The SLOPD should continue to invest in software to help track Training Unit responsibilities and reduce the training manager's workload. (Recommendation No. 28.)

INTERNAL AFFAIRS

Ensuring a department has the public's trust is vital to the law enforcement mission, and this trust rests on departmental responsiveness to community needs and expectations. The department must receive commendations and complaints with equal professional interest and courtesy and give both appropriate supervisory and management attention in order to foster public confidence and to promote constructive communication. In fact, the San Luis Obispo Police Department's Personnel Complaint policy states *"It is imperative that the Police Department operate in a degree of transparency and is responsive to complaints alleging employee misconduct and external concerns regarding the operation of the agency."*

The San Luis Obispo Police Department will accept and document all complaints alleging employee agency conduct for the following reasons:

- To ensure that complaints alleging employee or agency misconduct are accepted and investigated in a consistent and reasonable manner to uncover the truth of the allegations.
- To identify areas of misunderstanding by the complaining community member.
- To identify employees whose attitude, behavior, and/or performance is in need of correction and supervisory intervention.
- To protect agency employees and the department from erroneous complaints.
- To identify department policies, training, and/or practices in need of reevaluation, clarification, and/or correction.

Staffing and Policy

Internal Affairs is carried out within the Administrative Bureau by the Administrative and Investigations lieutenant.

The department's policy regarding the handling of community member complaints is outlined in Policy 1019 – Personnel Complaints of the department's policy manual. The policy was last revised in November 2023.

Complaints

The department has defined a complaint as "any allegation of misconduct or improper job performance that, if true, would constitute a violation of department policy or of federal, state, or local law, policy, or rule..."

A complaint can be made in any of the following ways:

- The aggrieved person.
- Third party.
- Anonymous.
- Agency employee.
- Notice of civil claim.

Complaints can be made via the department's website, in person, by telephone, by letter, or by e-mail. The department's website clearly explains how to file a complaint.

Complaint Process

All complaints are referred to a supervisor who may suggest appropriate remedies to resolve minor incidents; however, community members are not discouraged from filing a complaint. The supervisor has the authority to handle the matter with discretion and make the appropriate resolution without a formal complaint. Many community members only want to make their issue known to the department, be listened to, and be confident their incident will be handled appropriately. Although this does come with some risk that supervisors may dismiss or minimize complaints, if the supervisors are appropriately trained this practice can produce effective and efficient resolutions to incidents.

At the same time, when these minor incidents are handled informally, if they are not properly documented then employee misconduct can be missed. It is imperative that some type of documentation occurs when incidents are informally handled. All informal complaints handled by supervisors are reported to the Patrol lieutenant. Since the department recently purchased the Frontline program, the sergeants will be required to enter into Frontline the information regarding any informal complaints that are received and handled.

When supervisors become aware of a person desiring to make a complaint against an SLOPD employee the supervisor is to gather all relevant information. This may consist of a recorded interview with the complainant, a completed community member complaint form, and responding to the location of the incident to:

- Determine the identity of persons involved, witnesses, and other police personnel and employees.
- Ensure that proper evidence is collected and/or documented.
- Ensure that all reasonable documentation and physical evidence is maintained. This includes police reports, communications/dispatch information, MDT transmissions, medical documentation, and video recording of any portion of the police involvement.
- Ensure that all necessary medical treatment is provided and documentation is preserved.
- Review all body-worn camera footage

All Investigations, including those of a serious nature, are conducted by the Administrative lieutenant. In order for the department to develop the capabilities of the sergeants in the organization, CPSM recommends that the patrol supervisors complete the entire investigation for personnel on their patrol teams. For more egregious allegations of policy violations, CPSM recommends the SLOPD add an Administrative sergeant to assist the Administrative lieutenant with Internal Affairs and personnel investigations.

The department has not set, by policy, a time frame for completing investigations, but tries to complete them in a reasonable time frame. That is dependent upon the nature of the complaint, the investigator's case load, and the priority of the investigation. Most agencies studied by CPSM have established timelines for completion of community member complaints, usually 30 to 45 days; however, extensions can be granted if necessary. CPSM recommends adding to the department's policy that SLOPD will strive to complete all community member investigations within 30 to 45 days unless an extension is necessary.

Complaint Investigations

Whether the investigation is conducted by the Administrative lieutenant or the Patrol sergeant, the investigator is to conduct a fully documented and confidential investigation

All complaint data in the following table was provided by the department and reflect the total number of community member/internal complaints for 2022, 2023, and 2024 (partial year).

TABLE 6-6: Community member/Internal Complaint Investigation Adjudications, 2022-2024

Year	Total	Exonerated	Not Sustained	Unfounded	Sustained
2022	15	1	0	6	6
2023	15	2	0	10	3
2024	7	1	0	6	0

Source: San Luis Obispo Police Department

Tracking and Managing of Complaints

Data regarding administrative investigations and public complaints is valuable as a risk management tool to identify training needs, performance deficiencies, or patterns of misconduct. The department currently uses the Central Square RMS for the tracking and managing of complaints and investigations. Investigations and complaints are logged into the system. It was learned that within several months the department will be implementing additional tracking and managing software from Frontline Public Safety Solutions. That software will provide a much more efficient platform for the tracking and managing of community member complaints as well as use of force incidents. The department is to be commended for moving ahead with this tracking platform for better tracking complaints and uses of force.

Adjudication of Complaints

The person adjudicating the complaint will make a recommendation for the disposition findings for each allegation using the following classifications based on the burden of proof of a preponderance of the evidence:

Sustained: There was a preponderance of evidence to prove the allegation.

Not Sustained: There was not sufficient evidence to either prove or disprove the allegation.

Exonerated: The actions of the employee were consistent with the law and agency policies, rules, regulations, and practices.

Unfounded: The allegation did not occur.

Information Only: The allegation was minor in nature and the complainant was satisfied with the department's response.

Those complaint dispositions are most commonly used by almost all departments studied by CPSM and are the norm in the law enforcement profession. When the complaint investigation has been completed it is then reviewed by the Deputy Chief, and the Chief of Police.

Training

The Administrative lieutenant has attended POST-approved I/A investigation training. If patrol supervisors are to handle internal investigations, they should receive the same training and attend a class on the handling of complaint investigations.

Internal Affairs Recommendations:

- CPSM recommends the department add an Administrative sergeant to assist the Administrative lieutenant with Internal Affairs and personnel investigations or the use a third-party investigator to ensure the impartiality and timeliness of the investigation. (Recommendation No. 29.)
- CPSM recommends the department strive to complete misconduct investigations in 45 calendar days and service complaint investigations in 30 days, if possible, unless an extension is necessary. These time frames should be included in department policy. (Recommendation No. 30.)
- CPSM recommends that the patrol supervisors complete entire investigations as appropriate. (Recommendation No. 31.)
- Patrol supervisors should attend internal affairs training if they are handling complaint investigations. (Recommendation No. 32.)

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SECTION 7. SUPPORT SERVICES FUNCTIONS

FLEET

Fleet management for the San Luis Obispo Police Department is the responsibility of the Administrative Deputy Chief. The Deputy Chief coordinates the purchasing and upfitting of the vehicles in addition to his other responsibilities. A CSO coordinates the servicing and repairs.

All maintenance and repairs of the department's fleet are handled by the city mechanics. This includes body panel replacement, wherein some older vehicles are kept for replacement parts. However, any major body work or warranty work is sent out to the respective dealership depending upon the make of the vehicle.

SLOPD's fleet consists of the following vehicles:

- 17 marked units assigned to patrol, which include Ford Explorers and F150 trucks. Seven of the vehicles have in excess of 100,000 miles.
- 1 crime scene unit van
- 1 arrestee transport van
- 2 field service tech vehicles
- 3 marked supervisor vehicles
- 9 detective vehicles of varying make and model
- 5 command staff vehicles
- 6 police motorcycles
- 3 enclosed trailers for various uses

At the current time, the department has 17 vehicles available for patrol officers to drive during their shifts. It was learned that patrol vehicles are not assigned to officers during their shift; officers select a vehicle to drive each day.

Although there is no study that defines the optimum vehicles-per-officer ratio, what is widely used within the industry is that for every 2.5 to 3 officers in patrol, there should be at least one vehicle. At SLOPD, there are 36 officers in patrol and 17 vehicles available for officers to drive. Although SLOPD is at about the right number of patrol vehicles per the number of officers, it has no vehicles that can be used for spares when a vehicle requires maintenance or repair. Considering that, CPSM recommends the department increase the number of patrol vehicles in its patrol fleet by four to allow for spare vehicles and to accommodate the recommended new officer positions in patrol.

Purchase of Vehicles

The City of San Luis Obispo has a fleet replacement fund that is used for the purchase of future vehicles. Having a fleet replacement fund is an excellent way to ensure that monies are available to purchase replacement vehicles when they have exhausted their life expectancy.

Vehicles are purchased by staff at the vehicle shop, depending on what's currently available. In some instances police personnel will request a certain vehicle only to be told that the requested vehicle is not available. In the past, the city has been able to obtain an adequate number of desired vehicles for its fleet; however, in the last few years because of supply chain issues and a transition to hybrid vehicles there have been difficulties getting the necessary vehicles in a timely manner. As a result, several vehicles used in patrol for emergency driving have or had in excess of 130,000 miles. It was learned that the department has been waiting more than a year to get replacement vehicles for those set to come off-line. The use of hybrid patrol vehicles has contributed to the delay in vehicle acquisition. CPSM recommends that department and procurement personnel identify strategies that allow the department to have greater influence in the selection of and timely acquisition of police vehicles to include purchasing non-hybrid vehicles.

Vehicle Retention

Most departments studied by CPSM keep their patrol vehicles for 5 years or 100,000 miles, or sometimes even longer if maintenance costs are reasonable. Detective and command-level vehicles will usually be kept for 7 years and 150,000 miles because those vehicles are used differently and are not subject to the stressors that patrol operation can put on a vehicle. The SLOPD is presently replacing patrol vehicles that have in excess of 130,000 miles. CPSM recommends that patrol vehicles be replaced or transferred to non-patrol functions in the department or city after logging 100,000 miles.

Maintenance Records

All tracking of maintenance and repairs of the department's vehicles is handled by the city's shop; the city uses fleet management system software. CPSM recommends that the city purchase a fleet management system that is shared with a designee at the police department to more effectively track maintenance and repairs for police vehicles.

Vehicle Equipment

Each patrol vehicle is equipped as follows:

- Emergency lights and siren.
- Police radios and associated equipment to operate the lights and siren.
- Other standard equipment such as cones, flares, and rola-tape.
- A mount for a patrol rifle and a separate mount for a 40mm impact weapon.

Cleaning of Vehicles

Law enforcement officers have a special responsibility to keep their vehicles clean, partly because so many people regularly enter and exit the patrol vehicles. Patrol cars are often shared among officers, and with each new shift different people may occupy the back seat, including some for whom hygiene has become a low priority. A clean patrol car makes for a more pleasant environment for the officers and helps the police department maintain a positive image within the community. But keeping the vehicles clean also protects the officers, their colleagues, and their loved ones from dangers that spread from person to person: viruses, bacteria, mites, bed bugs, and other visible and less visible threats. CPSM recommends the department purchase a portable disinfecting system that can be used periodically to disinfect

the vehicles from bacteria and viruses. Electrostatic systems offer the most extensive cleaning and can also be used for jail cells and other workspaces indoors.

Assigning of Vehicles

The department has no formal process of assigning the patrol vehicles to the officers. Officers select a vehicle to drive at the beginning of their shift and inform the sergeant. CPSM has found that this is a common practice in agencies of SLOPD's size. One of the challenges of this system is ensuring that vehicles are driven equally, and that mileage stays consistent with the year of the vehicle and that newer vehicles are not over-driven.

CPSM recommends the department develop a methodology that ensures vehicles are consistently driven.

Fleet Recommendations:

- CPSM recommends the department increase the number of patrol vehicles in its fleet by four to allow for spare vehicles and to accommodate the recommended new officer positions in patrol. (Recommendation No. 33.)
- CPSM recommends that department and procurement personnel identify strategies that allow the department to have greater influence in the selection of and timely acquisition of police vehicles to include purchasing non-hybrid vehicles. (Recommendation No. 34.)
- CPSM recommends that patrol vehicles be replaced or transferred to non-patrol functions in the department or city after logging 100,000 miles. (Recommendation No. 35.)
- CPSM recommends that the City fleet management system be shared with a designee at the police department to more effectively track maintenance and repairs for police vehicles. (Recommendation No. 36.)
- CPSM recommends the department purchase a portable disinfecting system that can be used to disinfect the vehicle from bacteria and viruses. (Recommendation No. 37.)
- CPSM recommends the department develop a methodology that ensures vehicles are consistently driven. (Recommendation No. 38.)

FACILITY

The department's main police facility is located at 1042 Walnut St. The police building was completed more than 50 years ago and the city had planned to raze and rebuild it. The city recently purchased a secondary building across Santa Rosa Street at 1106 Walnut St and also occupies a home adjacent to the main police department lot at 1016 Walnut. The 1106 building was intended to serve as the police facility during the construction of a new building at 1042. Due to rising construction costs, the previous plan was placed on hold and now the 1106 building will house Administration, Investigations, and other non-patrol services. The Traffic Unit works out of a older home that is in a state of disrepair. CPSM recommends the City move the Traffic Unit into the 1042 building.

CPSM toured both facilities during the site visit. The 1106 Walnut building was undergoing improvements. The planned layout and improvements look promising for the future workspace of that building. On the other hand, the 1042 building needs refurbishment in all areas. Professional work environments contribute to professional work. Understandably, since the city

planned to raze the building and reconstruct a new facility, the city did not invest in its repair and maintenance. While there are no exigent repairs needed, the 1042 building needs new carpet, updated lighting and ceiling tiles, new lockers, and other general updates. The building has a back-up generator for power outages, which is serviced and tested annually. CPSM recommends the city prioritize the updating of the 1042 Walnut building to provide a professional, esthetically appealing and safe environment for police employees.

Police Station Lobby

The lobby and front desk areas of most police departments are two of the most important areas of the police facility. It is where community members come to conduct business and where they may be met by officers to conduct that business. In today's climate, as unfortunate as it may be, those areas must offer safety and security for those employees who must interact with the public. The business windows of the lobby where the Records Clerk works and greets the public are not bullet resistant.

Parking

A major concern voiced by employees of most police departments studied by CPSM is the lack of a secure parking lot for the police vehicles, and more importantly, a secure parking lot for their personal vehicles. During our site visit, it was observed that the department parking lot has insufficient space for secure parking of police and personal vehicles of police employees. Additionally, the secured parking serves as a secure storage for vehicles involved in traffic collisions. CPSM recommends the Department move the evidence vehicles to an off-site location to free parking spaces and limit the vicarious trauma of staff seeing the vehicles on daily basis.

Workout Facility

Studies have shown that officers who are physically fit are more confident about their ability to handle the job, make better decisions about which level of force is appropriate to a situation, and helps them relax and suffer less stress. The majority of departments assessed by CPSM have seen the importance of providing some type of workout area for their employees, and San Luis Obispo PD is no different. The department provides a workout area for employees.

Locker Rooms

The department has locker room facilities for male and female personnel. At the current time, there are a sufficient number of lockers for personnel; however, organizational growth will require the men's locker room to be slightly reconfigured to accommodate new lockers.

Facility Security

Unfortunately, in today's environment, police facilities are suffering from threats being made, and have suffered fatal consequences without proper security measures in place. It is important to examine the threat characteristics and facility vulnerabilities to negate threat effectiveness. The Records window does not have bullet-resistant glass where staff can interact with the public; however, staff remotely unlock the front door to allow guests inside the police facility. CPSM recommends the installation of bullet resistant glass at the Records window and bullet resistant material below the glass.

The main police facility is equipped with card readers to gain entry, along with surveillance cameras inside and outside the facility, which are all maintained by city staff. The cameras are

not monitored, but at any computer station in the building the camera program can be signed into and reviewed. Camera video is retained for approximately two years.

The main facility has a short wall on one side where people can access the building. CPSM recommends the City strengthen the fence on the Santa Rosa side of the building to discourage access to the patio area of the building.

Facility Recommendation:

- CPSM recommends the City move the Traffic Unit into the 1042 building. (Recommendation No. 39.)
- CPSM recommends the city prioritize the updating of the 1042 Walnut building to provide a professional, esthetically appealing and safe environment for police employees. (Recommendation No. 40)
- CPSM recommends the Department move the evidence vehicles to an off-site location to free parking spaces and limit the vicarious trauma of staff seeing the vehicles on daily basis. (Recommendation No. 41.)
- CPSM recommends the City strengthen the fence on the Santa Rosa side of the building to discourage access to the patio area of the building. (Recommendation No. 42.)
- CPSM recommends the installation of bullet resistant glass at the Records window and bullet resistant material below the glass. (Recommendation No. 43.)

COMMUNICATIONS CENTER

The dispatch/communications function is a vital component of an effective police department and fire department. 911/dispatch operators serve in two primary rolls: (1) Answering 911 and non-emergency telephone calls, and (2) radio dispatching calls for service. The SLOPD Communications Center serves as the Public Safety Answering Point (PSAP) for all of San Luis Obispo City to include law enforcement/fire/EMS calls for service. As such, all communications center personnel must be cross-trained in law enforcement, fire, and EMS disciplines.

The dispatcher is often the first point of contact for a community member seeking assistance, and 911 operators play a significant role in setting the tone for the community's attitude toward the agency. The efficiency with which they collect information from callers and relay that information to responding personnel significantly impacts the safety of community members, officers, and fire/EMS personnel alike. Because of the complexities of the position, the dispatchers must remain highly trained.

The San Luis Obispo 911 Emergency Communications Center is a division within the San Luis Obispo Police Department that is responsible for answering both emergency and non-emergency calls for service in the city. The center also dispatches calls for service (CFS) for the San Luis Obispo Fire Department, which also serves Cal Poly University for fire- and EMS-related calls.

The center is staffed with civilian personnel working together as 911 call takers and law enforcement/fire/EMS dispatchers. The division is managed by a police lieutenant who reports directly to the Administrative Deputy Police Chief. Previously the Communications Center was managed by a civilian Communications Commander with many years of experience working in communications and served as a dispatcher when needed due to staffing issues.

A Spillman computer-aided dispatch (CAD) system is used by the department. The CAD is a dispatch platform that captures, manages, and prioritizes mission-critical data to enable rapid decisions in situations where every second counts. The department has considered another CAD system; however, there are no plans to change platforms at this time. Should the department consider changing CAD providers, CPSM recommends it give strong consideration to a platform that integrates other agencies since the communications center is the backup center for the County of San Luis Obispo.

Facility

The 911 Center is located at the Fire Administration campus. The campus was constructed facility 15 years ago and has room for expansion if needed. The center is located a spacious room that houses six workstations with two or three typically in use. The workstations are situated in three rows of two, all facing the same direction; dispatchers commonly sit next to one another. The current seating configuration is most effective when only two dispatchers are working and seated in the same row; however, it is less effective if they are seated in different rows.

CPSM has found that the benefits of direct eye contact and the ability to listen to the nuances of voice inflection help dispatchers to identify crisis-related calls and expedite dispatching. CPSM recommends evaluating the configuration of the workstations and turning stations towards each other or another design to facilitate non-verbal communication.

Near the central room is a break room and various offices to include a two-station office for supervisors that also has full dispatch capability. Each workstation is sit/stand enabled; however, staff mentioned the furniture is showing signs of wear and the stand-up feature does not function at each station. CPSM recommends ensuring the ergonomic features of the furniture are functioning to limit strain on personnel throughout an extended shift.

Center Staffing/Scheduling

The center's communications lieutenant is supported by two dispatch supervisors and 11 dispatchers. The dispatch supervisors also cover for dispatcher vacancies during their shifts. Over the last two years, the 911 center has struggled with hiring and retention of employees. At one point, the center fell to a low of eight dispatchers and the two supervisors.

In many agencies, dispatch supervisors frequently and appropriately perform some routine dispatch and call-taker duties, especially during peak hours. However, over the past two years SLOPD supervisors have often had to work as dispatchers their entire shift because of the shortage of staffing. Having both responsibilities (dispatch/supervisor) can come at the peril of the supervisors failing to perform their supervisory roles.

When the 911 Center becomes fully deployed (staffed and trained), each shift will have two dispatchers assigned to it and two relief dispatches to cover for pre-planned vacancies. At that time, CPSM recommends the department prioritize the responsibilities of the dispatch supervisors to that of accountability and supervision instead of covering dispatch shifts.

The position of 911/dispatch operator is challenging and stressful duty. Virtually every agency studied by CPSM has reported that finding qualified applicants who can complete the rigorous training program required to perform these duties is a struggle. At the current time, the unit is fully staffed, but not fully trained. The department has three dispatchers in training and has over hired for one position. Over hiring is a promising practice since it takes 12 to 18 months to hire and train new personnel.

There are two primary duties in dispatch centers, (1) radio dispatch, and (2) answering 911 emergency and general telephone calls. Best practices for a city of this size and call volume, call for (1) a dispatcher who is responsible for all radio communication between field units of police, fire, and EMS without telephone answering responsibilities, (2) a dispatcher acting as a call taker and who also conducts record checks, without dispatch responsibilities. Currently in the SLOPD 911 center, one dispatcher handles all police dispatching and the other handles incoming 911 calls, dispatches for the fire department, and provides emergency medical dispatch or instructions to provide medical care for sick or injured parties until medical personnel arrive on-scene. While the designation of work is different for the SLOPD than what is seen in other agencies, it is functional for the department and its service to the community.

In today's environment, most 911 calls come in from cell phones instead of land-line phones. The SLOPD 911 Center is also the primary PSAP for calls on US 101 since the center dispatches the fire department, which has primary jurisdiction for collisions on the freeway. Collisions make up the highest volume of 911 calls for freeway-related incidents. CPSM recommends the department study the frequency of instances when the dispatcher is unable to answer a phone call or perform other emergency-related work while being committed to emergency medical dispatching responsibilities.

As well, CPSM recommends the department increase dispatch staffing by two dispatchers to relieve the supervisors of their dispatching responsibilities and to bolster staffing during peak call periods.

While public service agencies cannot staff for a worst-case scenario, CPSM recognizes the likelihood of multiple 911 calls for multiple events occurring simultaneously during peak call periods and recommends that the 911 center move towards implementing the model of one dispatcher handling dispatching responsibilities and the other dispatcher handling call-taking responsibilities.

Communication Center Schedule

Many agencies studied by CPSM have begun implementing modified work schedules in their communication centers, much like patrol divisions of departments. Most have opted to implement either a straight 12-hour shift schedule, or some variant of the 12-hour shift schedule.

At the current time, the Communications Center is operating on a modified 3/12-hour shift schedule with an eight-hour day every other week. The center is moving to a team-based schedule similar to the Operations Division. This shift schedule was a collaborative effort between the dispatchers, supervisors, and the dispatch lieutenant.

Dispatching of Calls

The timeliness of response is one of the highest indicators of community satisfaction of police services. Those requiring the police may only call for assistance during a crisis or traumatic event and an officer's response will shape the resident's view of the police for years to come. The first impression of the police department occurs with the dispatcher and response time.

In reviewing the response time of dispatch, CPSM analyzed the response times to various types of calls, separating the duration into dispatch processing and travel time, to determine whether response times varied by call type. Response time is measured as the difference between when a call is received and when the first unit arrives on scene. This is further divided into dispatch processing and travel time. Dispatch processing is the time between when a call is received and when the first unit is dispatched. Travel time is the remaining time until the first unit arrives on the scene.

The discussion of response times begins with reviewing statistics that include all calls combined, starting with 3,611 calls in summer and 3,549 calls in winter. The analysis is limited to community-initiated calls, which amounted to 3,227 calls in the summer and 3,069 calls in the winter. In addition, calls lacking a recorded arriving unit and calls outside San Luis Obispo were removed, leaving 2,854 calls in summer and 2,709 calls in winter for analysis. The entire year began with 23,723 calls and resulted in an analysis of 18,398 community-initiated calls after similar exclusions.

The initial analysis does not distinguish calls based on priority; instead, it examines the difference in response to all calls by time of day and compares winter and summer periods, concluding with a brief analysis of response time for high-priority calls alone.

The following table identifies the 90th percentile for response time, broken down into three columns that define the time from the initial call to dispatch, dispatch to arrival, and total response time.

TABLE 7-1: 90th Percentiles for Response Time Components, by Category

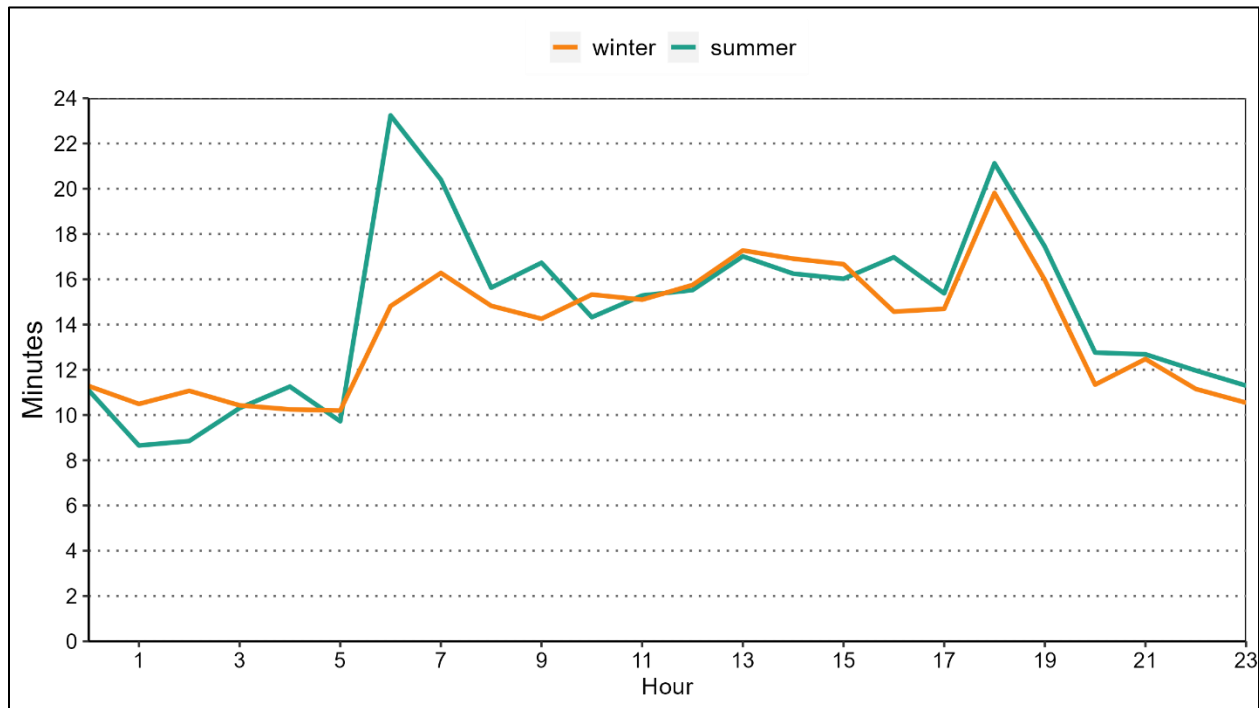
Category	Minutes in Summer			Minutes in Winter		
	Dispatch	Travel	Response	Dispatch	Travel	Response
Accident	15.4	16.3	26.1	10.3	17.5	26.4
Alarm	10.8	13.9	22.2	7.0	11.6	18.1
Animal call	11.1	20.0	30.4	9.5	15.5	18.8
Assist community member	16.7	18.2	30.2	19.9	20.9	35.0
Assist other agency	16.4	12.4	29.8	20.9	11.9	33.0
Crime against persons	16.9	31.5	47.3	13.5	14.3	24.4
Crime against property	23.6	22.5	42.7	18.5	21.9	35.3
Disturbance	13.8	15.7	28.4	13.1	14.1	25.3
Investigation	16.9	17.8	34.7	12.8	17.2	28.5
Mental health	10.6	8.3	17.9	36.0	10.8	43.7
Miscellaneous	11.2	29.8	38.6	13.9	27.4	36.6
Suspicious incident	12.7	15.1	26.0	12.9	13.9	27.9
Traffic enforcement	13.4	18.6	25.9	10.7	16.5	25.6
Violation	14.9	19.4	36.2	13.2	24.1	34.0
Total Average	16.6	17.4	32.9	13.8	17.1	28.5

Note: A 90th percentile value of 32.9 minutes means that 90 percent of all calls are responded to in fewer than 32.9 minutes. For this reason, the columns for dispatch processing and travel time may not be equal to the total response time.

The following figure shows that the average response time peaks during shift change. Overall response time is relatively consistent during the 24-hour day for both summer and winter months. Since the city is also home to a university, CPSM reviewed data while school was in session and found the results were similar. The reader can see the response times peak at shift change; they remain elevated during the daytime hours before dropping off in the late evening and early morning hours.

The dispatch delay around shift change is common in agencies of similar size to SLO and is a function of briefing and ensuring shift supervisors are aware of pending calls. The consistent uptick in response times throughout the day indicates the higher call volume that originates in the dispatch center. Similar to recommending additional staffing for patrol to handle a higher level of calls during hot peak hours, CPSM recommends adding two dispatchers to cover the peak period from 7:00 a.m. to 7:00 p.m.

FIGURE 7-1: Average Response Time and Dispatch Processing, by Hour of Day, Summer 2023 and Winter 2024



Observations:

- Average response times varied significantly by the hour of the day.
- In summer, the longest response times were between 6:00 a.m. and 7:00 a.m., with an average of 23.2 minutes.
- In summer, the shortest response times were between 1:00 a.m. and 2:00 a.m., with an average of 8.7 minutes.
- In winter, the longest response times were between 6:00 p.m. and 7:00 p.m., with an average of 19.8 minutes.
- In winter, the shortest response times were between 4:00 a.m. and 6:00 a.m., with an average of 10.2 minutes.
- In summer, the average response time was between 11 minutes and 17 minutes.
- In summer, the average response time was as short as 11 minutes (for alarms) and as long as 18 minutes (for crimes).
- In winter, the average response time was between 9 minutes and 17 minutes.
- In winter, the average response time was as short as 9 minutes (for alarms) and as long as 17 minutes (for crimes and general noncriminal calls).
- In summer, the 90th percentile value for response time was as short as 22 minutes (for alarms) and as long as 44 minutes (for crimes).

- In winter, the 90th percentile value for response time was as short as 18 minutes (for alarms) and as long as 35 minutes (for assists).

During our review of the data, CPSM learned that the SLOPD follows a unique methodology for dispatching calls that is not commonly seen in other agencies. The SLOPD does not have specific beat or geographic designations where officers are assigned as a primary officer for calls. Instead, the SLOPD uses a subjective methodology where the least senior officer is assigned the first call and then subsequent calls are assigned in the order of seniority with the most senior officer receiving the last call. Dispatchers address issues of equity related to call volume by keeping track of how many calls each officer has received.

A seniority-based system of assigning calls versus a geographic system is fraught with challenges that can lead to delays in calls being dispatched and inequities in call assignment. CPSM recommends the SLOPD abandon the current methodology for assigning calls and move to a traditional beat designation; it should use vehicle location technology to assign the closest available unit until a beat system is implemented.

A beat system will allow officers to become more familiar with specific areas of the community, thus enhancing community policing efforts. One potential drawback of the beat system occurs when the beat officer is busy on another call. Some agencies will delay assigning a lower priority call until the beat officer is available, resulting in a delayed response. CPSM recommends that the GPS of the patrol vehicles be used to dispatch the closest available unit to calls if the designated beat officer is unavailable.

CPSM is recommending a four-beat system after analyzing the volume of calls and amount of time spent on calls throughout San Luis Obispo. CPSM used the neighborhood policing areas and census blocks to recommend the beat structure. Creating four beats aligns with the current stated minimum staffing of four officers. Should the city increase staffing of the police department in order to deploy six officers, the department could reevaluate the four-beat system or add the two officers as rover positions to respond as a second officer or to respond to calls in the beats where the primary officer is otherwise unavailable. This recommendation is a starting point for the department. Based on the department's more intimate knowledge of geography and community needs the recommended beat boundaries may change; however, the structure we are recommending has the most equitable distribution of workload.

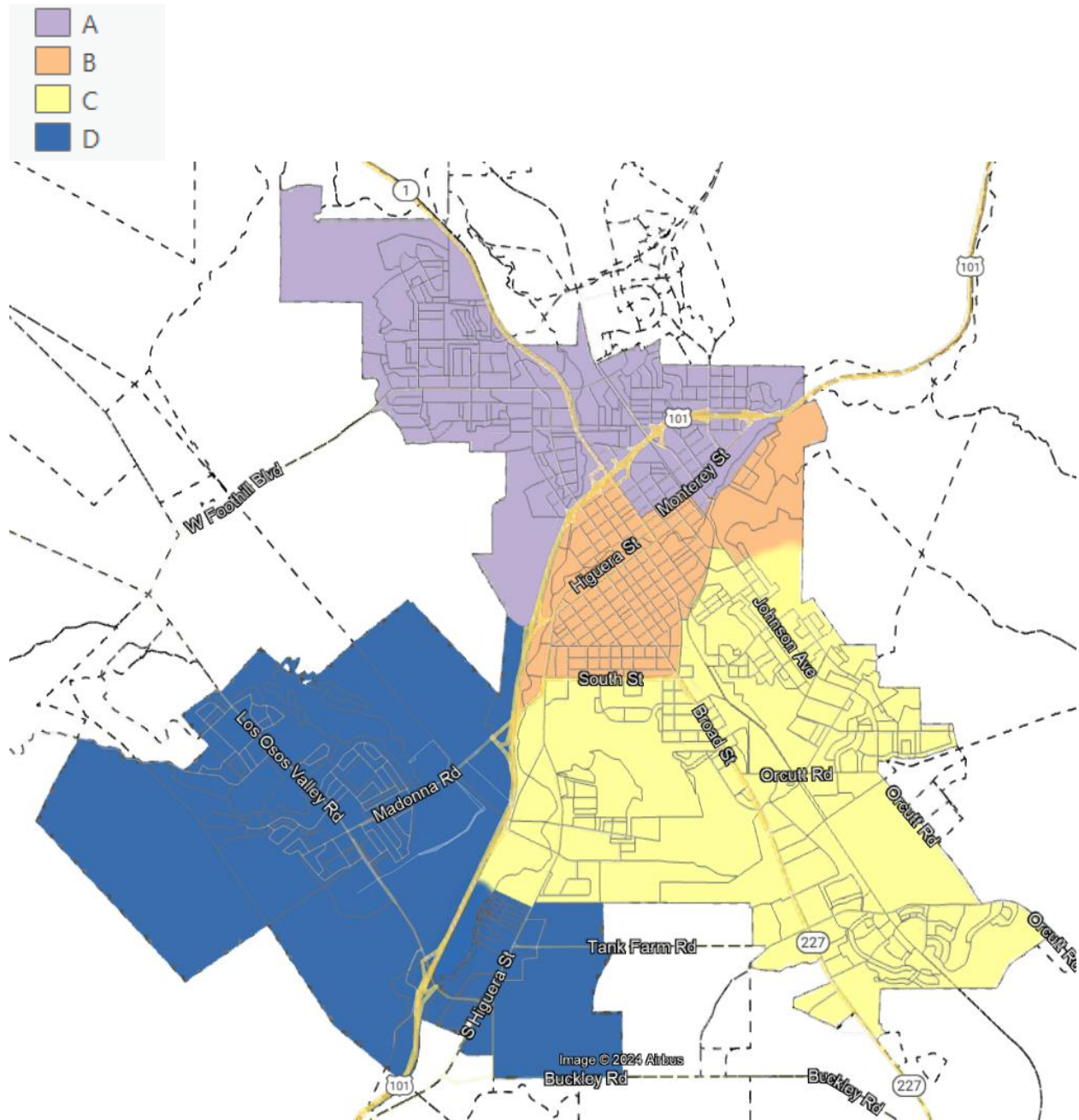
TABLE 7-2: Recommended Beat Design for Equitable Workload

Beat	Calls	Work Hours
A	4,172	3,447
B	4,680	3,836
C	3,945	3,528
D	3,345	3,320

The map in the following page figure illustrates the four recommended beats with Beat A shown in purple, Beat B in orange, Beat C in yellow and Beat D in blue.

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FIGURE 7-2: Recommended Beat Alignment



Training

All new dispatchers must successfully complete an in-house training program in addition to being sent to an off-site location to attend the state's three-week dispatch certification course within one-year of appointment. The center's training program follows the standards set forth by the POST and is designed specifically for the purpose of training and career development of all their employees.

The department has certified dispatch trainers. At the current time, both dispatch supervisors are training the new personnel. Obviously, during times when staffing is short, exceptions must be made; however, CPSM recommends the dispatch supervisors not be used for training. When dispatch supervisors are training, they are not acting in their supervisory role of providing oversight and leadership for their teams.

Due to the staffing shortages over the last 18 months in the 911 center, dispatchers have attended limited continued professional training. CPSM recommends that when the center is fully staffed, professional training again be made available to the center's employees.

High-priority Calls

All police departments prioritize calls for service based upon the seriousness of the call. While definitions of a high-priority call may vary from agency to agency, such calls should include those involving life safety and in-progress crimes. For such calls, community members expect and demand that their police department be adequately staffed and prepared to respond in a timely fashion. While the data report contains considerable information concerning response times to all priorities of calls for service and should be reviewed in its entirety, here we will focus on the highest priority of calls for service.

The department assigns Priority "*" and 1 as the highest priority types of calls. The following table shows average response times by priority, in minutes. Here again, we will be focusing on Priority * and 1 calls, but provide the additional priority information for reference. As well, we isolated injury accidents based upon call type "Accident (Sig 1)."

Note that in the table the *Dispatch Processing Period* is that time from receipt of a call until a unit is assigned and dispatched. The *Travel Time* is that period from the time that the officer is dispatched to the call until the time at which they arrive at the scene, and *Response Time* combines these numbers. Calls represents the total number of such calls.

TABLE 7-3: Average and 90th Percentile Response Times, by Priority

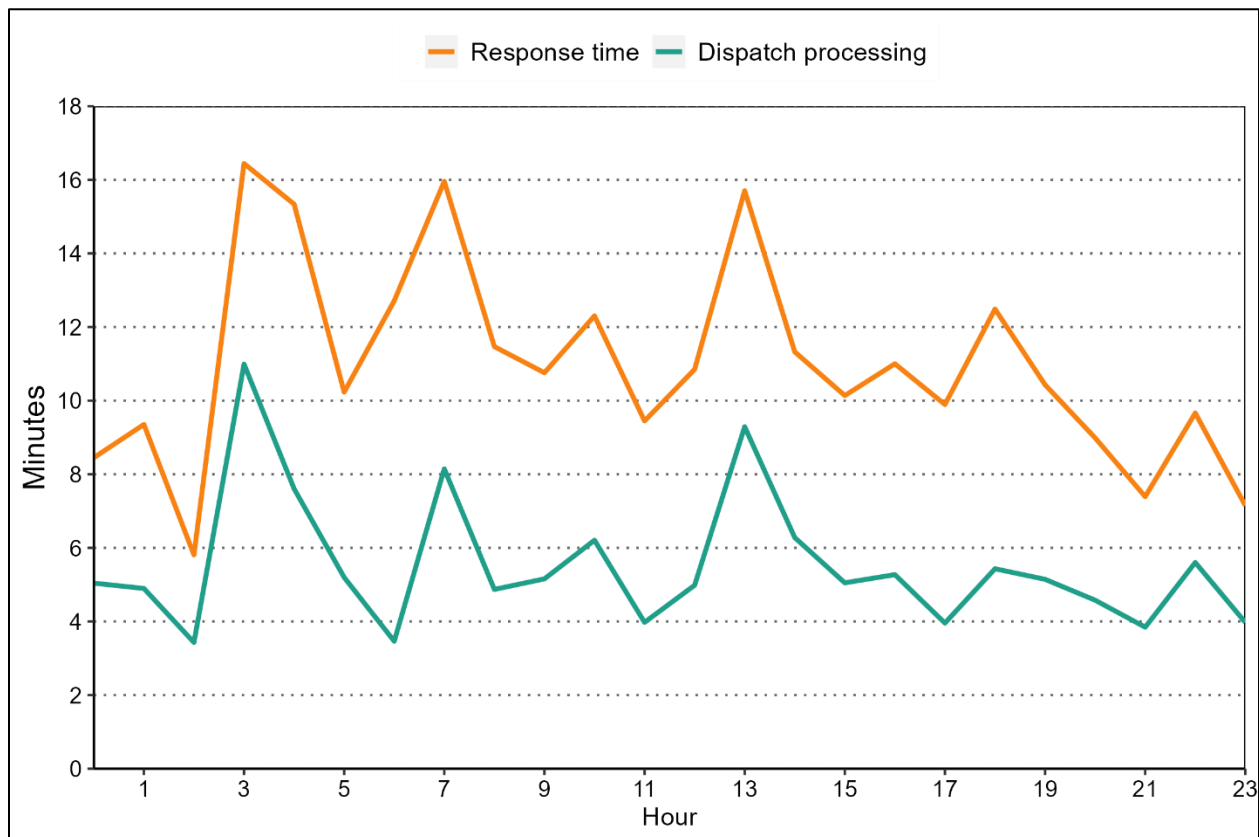
Priority	Minutes			Calls	90th Percentile Response Time, Minutes
	Dispatch	Travel	Response		
*	1.8	5.1	6.8	66	11.8
1	5.7	5.5	11.2	527	24.3
2	4.3	6.0	10.4	2,051	19.0
3	6.4	7.7	14.1	6,719	27.6
4	7.6	9.1	16.6	8,384	34.8
5	8.4	10.5	19.0	651	44.3
Total	6.7	8.2	14.9	18,398	30.6
Injury accident	2.4	4.4	6.8	123	10.5

Note: The total average is weighted according to the number of calls within each priority level.

While every call is important to those involved, high-priority calls are generally life safety calls. A review of the data showed that Priority 2 calls were dispatched sooner than Priority 1 (4.3 minutes for Priority 2 and 5.7 for Priority 1). The *Dispatch Processing Period* for a Priority 1 call (5.7 minutes) should be between 1 and 1.5 minutes. The *Travel Time* (5.5 minutes) should be approximately 4 minutes, and the total Response time (at present, 11.2 minutes) should be closer to 5 minutes.

CPSM believes that 911 dispatchers intuitively know what calls are not emergency calls and therefore, even though listed as a Priority 1 call in CAD, the dispatchers may hold some calls and dispatch them as a non-emergency call. A review of injury collisions shows the department's response is more closely aligned with the industry goals cited above. (Dispatch Delay of 2.4 minutes, Travel Time of 4.4 minutes, Total Response of 6.8 minutes). Reviewing injury collisions points to a likely explanation for this discrepancy as the data set for Priority 1 calls includes calls that are not Priority 1 calls. CPSM recommends SLOPD undertake a review of the reason for the delay in dispatching Priority 1 calls, particularly the definition of call types, and implement effective changes to protocols to reduce the dispatch delay. CPSM recommends the department continue to monitor response times to high-priority calls to ensure changes to practice have their intended result.

FIGURE 7-3: Average Response and Dispatch Processing Times for High-priority Calls, by Hour



Observations:

- High-priority calls had an average response time of 10.8 minutes, lower than the overall average of 14.9 minutes for all calls.
- Average dispatch processing was 5.3 minutes for high-priority calls, compared to 6.7 minutes overall.
- For high-priority calls, the longest response times were between 3:00 a.m. and 5:00 a.m., with an average of 16.4 minutes.

- For high-priority calls, the shortest response times were between 11:00 p.m. and 1:00 a.m., with an average of 7.1 minutes.
- Average response time for injury accidents was 6.8 minutes, with a dispatch processing of 2.4 minutes.

Quality Assurance

Periodic review of random tape-recorded calls handled by each 911 dispatcher or call taker is important to ensure quality control and helps to identify training and/or performance issues. A well-developed quality assurance protocol assures that there is an objective measuring of performance of the communications officer through random case review in a consistent and standardized manner. Monitoring communication calls for service can also assist in identifying troublesome areas that specific employees may have and provides an opportunity to correct that individual employee's deficiencies.

There is currently no quality assurance conducted at SLOPD to include the auditing of medical calls.

There are four principal objectives of a credible quality assurance program:

- Ensure that employees understand their duties.
- Measure and evaluate employee compliance relevant to their duties.
- Thoroughly review the effects of compliance, evaluating effectiveness, accuracy, and safety.
- Make the necessary changes and assure subsequent improvements in compliance through continuing education and feedback to both the employee and director.

CPSM recommends that SLOPD develop and implement a quality assurance program and ensure that audits are being conducted of emergency medical dispatch calls. There are software programs that can assist as well as successful programs in other agencies that could be a model for the SLOPD.

Communications Summary

SLOPD's 911 Center has struggled over the last year due to a staffing shortage that caused employees to work a great deal of overtime just to meet operational needs. The dispatch personnel are to be commended for their commitment to ensuring the needs of the department are met and the 911 Center is staffed. The Center is also to be commended for training those new employees to bring staffing back to manageable staffing numbers.

Communications Center Recommendations:

- CPSM recommends adding two dispatchers to cover the peak call periods from 7:00 a.m. to 7:00 p.m. (Recommendation No. 44.)
- CPSM recommends the SLOPD abandon the current methodology for assigning calls and move to a traditional beat designation; it should use vehicle location technology to assign the closest available unit until a beat system is implemented. (Recommendation No. 45.)
- CPSM recommends that the GPS of the patrol vehicles be used to dispatch the closest available unit to calls if the designated beat officer is unavailable. (Recommendation No. 46.)

- CPSM recommends the SLOPD undertake a review of the reason for the delay in dispatching Priority 1 calls, particularly the definition of call types, and implement effective changes to protocols to reduce the dispatch delay. CPSM recommends the department continue to monitor response times to high-priority calls to ensure changes to practice have their intended result. (Recommendation No. 47.)
- CPSM recommends that SLOPD develop and implement a quality assurance program and ensure that audits are being conducted of emergency medical dispatch calls. There are software programs that can assist as well as successful programs in other agencies that could be a model for SLOPD. (Recommendation No. 48.)

PROPERTY AND EVIDENCE SECTION

The Property and Evidence (P&E) Section is part of the Administrative/Investigative Bureau and is directly managed by the Investigative lieutenant. Staff consists of two Property and Evidence Technicians, a staffing level that represents all the required operational requirements and obligations as prescribed by law and the California Commission on Peace Officer Standards and Training (CAPOST).

The policies governing the property and evidence functions are in the department's policy manual. They are primarily general, applying to the handling and collecting of evidence in the field. The P&E Section provides specific department property and evidence manuals for procedures inside the property rooms.

The staff work 10-hour shifts Monday through Thursday and Tuesday through Friday. P&E is open for public walk-ins (via the Records Section) to retrieve property on Mondays and Fridays during business hours from 8:00 a.m. to 4:00 p.m.

Overview

Two professional associations prominently serve this field: the California Association for Property and Evidence (CAPE) and the International Association of Property and Evidence (IAPE). Both provide valuable training and technical support. IAPE's website features links to sample policies and procedures. To the department's credit, the staff has attended IAPE training and knows best practices. P&E Section personnel are members of CAPE; they should participate in yearly CAPE training related to their responsibilities in order to continue their professional development.

CPSM found that the P&E staff are using the RMS to a high degree and are adding to their capacity by implementing the "File On Q" evidence platform, which is commonly used throughout the country. The software will help SLOPD enhance P&E activity reports and provide digital and physical audits as well as other reports such as discovery, lab runs, destruction/purging, property intake, and custodial activities. The decision to use the evidence software is an example of proactive decision-making by SLOPD leadership in preparing for the future.

SLOPD's Property and Evidence staff duties include:

- Intake, recording, and storing all property booked by police employees.
- Safeguarding property.
- Releasing evidence to detectives for court.

- Releasing property to the public.
- Compliance with state law and policy regarding disposition and purging of property.
- Transportation of drugs and narcotics to the local crime lab.
- Tracking and auditing of all items in all four property rooms.

Storage and Security

During our site visit of all storage locations used to store property and evidence for the department, it was apparent that SLOPD exceeds industry standards for handling property and evidence. The evidence was well organized, no random items were left on counters, nor did we observe disorganized areas of the property rooms. All storage locations were secure; three of the storage rooms that are used to store guns, narcotics, monies, or other type of evidence items were alarmed with industry standard security features. One of the storage locations is a secure container off-site at a city-owned facility and which is checked regularly by the P&E staff. The property rooms had strong security with digital codes required for entry; however, no automatic video recording activation exists for any of the property rooms. Video recordings are an industry standard recommendation.

CPSM found that the intake, storage, and processing of money, drugs, and monies are well tracked and organized. Currency is regularly deposited, and guns are purged as needed. CPSM also found that the department utilizes the standards of the International Property and Evidence Association in its P & E daily operations, technology usage, and office space organization. These are all positive aspects of an industry-standard property and evidence room.

CPSM was provided a walk-through of the evidence and property areas. We were able to visualize the workflow, from how an officer stores equipment in lockers to the use of the RMS/evidence module system to track all activity. The activity workflow overview included how officers handle evidence for court hearings to how the case file system functions. Many of the processes undertaken by the P&E Section often meet and occasionally exceed national standards in processing and managing property and evidence. As already mentioned, one area of improvement needed for the property and evidence room is the implementation of a video recording system for higher security. Prior to CPSM's visit, the department had initiated a discussion on implementing such a system. CPSM recommends that the SLOPD install a video recording system for all property rooms as soon as practical.

Our research of monthly tracking methods, reports, and audits shows that the department's P&E function exceeds most expectations through documenting inventory, auditing, and purging activity. The reporting and regular reviews of P&E activity includes reviews by the Investigative lieutenant and the Deputy Chief.

The P&E Section conducts regular purging projects, with the last destruction occurring in June 2023. The next property and gun destruction date is scheduled for fall 2024. CPSM recommends that the SLOPD return to an annual inventory audit to avoid potential issues when destruction dates are missed.

CPSM found that the department meets industry standards in the following areas of property management:

- Modern controls.
- Alarm systems.

- Modern shelving systems that are designed to maximize space.
- Management software.
- Property and evidence-specific policies and procedures.
- Separate secure areas for money, guns, and drugs.
- Management of multiple property rooms and the internal evidence locker system.

The P&E Section incorporates the following technology systems, many of which are considered best practice utilizations:

- CJIS.
- CLETS.
- Laserfiche.
- WatchGuard.
- Dataworks Plus.
- InTime.
- Oracle.
- Mital.
- Nice.
- Inform.
- VoicePrint.
- Motorola Solutions.
- Spillman Flex.

The P&E Section utilizes the Spillman technologies RMS to research case history, data collection, and for other research purposes. It is apparent the department uses the RMS component to its fullest capacity to manage the property and evidence inventory rooms.

Workload

The workload associated with intaking, processing, inventorying, and purging items includes an assortment of responsibilities that the P & E Section appears to be managing well. CPSM found the number of evidence Items booked decreased by 8 percent from 7,136 in 2021 to 6,562 in 2022, but which expanded in 2023. CPSM found that the level of intake activity is higher than most police organizations of similar size and may be attributed to the unsheltered population with which the department engages on a daily basis. The following table offers data for intake and disposal of items for 2021 through 2023. The increase in the number of yearly inventoried items is the result of pending court cases and abandoned items related to the unsheltered population.

TABLE 7-4: SLOPD Property and Evidence Intake and Disposal, 2021–2023

	2021	2022	2023	Total
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Processed into Inventory	7,136	6,562	7,142	20,840
Disposed out of Inventory	5,591	2,046	883	8,520
Total Inventory	1,545	4,516	6,259	12,320

Source: San Luis Obispo Police Department

CPSM obtained various data points to examine workload, listed below, which demonstrate the increasing workload and technical aspect of the Property & Evidence specialists. The review and categorization by the technicians of body-worn camera video and in-car video in a constantly growing part of their workload.

For 2021, 2022, 2023, and 2024 the technicians handled the following video recordings:

- WatchGuard BWV items increased from 58,999 in 2021 to 70,096 in 2022 (19 percent increase).
- Total video recordings in 2023 reached 68,457.
- 2024 total videos through August reached 57,746, an average of 7,218 per month. This would put the technicians on a pace to handle 86,600 recordings for the year.

Other examples of the increasing work involved in the review and categorization of digital video are:

- In 2022, discovery orders (mainly related to BWV) increased by 17.5 percent to 784 for the year.
- WatchGuard Video/Cases processed as evidence decreased from 1,380 in 2021 to 968 in 2022 (30 percent decrease), possibly due to lower staffing levels. As full staffing levels are reached, the level of digital video and related tasks can be expected to increase.

P&E personnel must review all BWV and in-car video in order to store each video into proper case files. About 10 percent to 20 percent of all videos are not assigned to digital case folders for various reasons. On average, one Watchguard case includes about 10 to 15 body-worn camera and in-car video items that must be reviewed and individually processed into the evidence portal. The Property and Evidence Technicians code and categorize all WatchGuard videos to ensure each case includes all video related to officers involved in case investigations. The process can require up to 15 to 20 minutes to review and categorize each video. The number of digital case files related to all body-worn cameras and in-car cameras are:

- 2021: 1,380 WatchGuard video cases.
- 2022: 968 WatchGuard videos.
- 2023: 814 WatchGuard videos.
- 2024: 533 WatchGuard videos (as of 09/01/24).

The number of items processed into the Property & Evidence Section includes all digital evidence, which has significantly risen in the last five years. As an example, in 2021, of the 7,136 items processed into evidence, 4,200 were digital items. BWVs and in-car videos have become vital technology within law enforcement. They have tremendous value in recording contacts between officers and the public. However, the technology requires constant management and upgrading of equipment and servers, and the use of this technology does not come without its challenges. One such challenge of the use of this technology is storage of images and meeting demands for the release of the images captured. These are not small issues. Agencies that have chosen to utilize body-worn cameras have found that evidence storage and meeting public

record requests have led to substantial additional costs, often including the need to hire additional staff to meet these demands. SLOPD will undoubtedly face similar challenges and will need to consider an increase in staffing in the future. CPSM recommends the department evaluate the use of Motorola's Video-Manager EL software product to administer and process all BWV and in-car digital video. The use of software to auto-populate and classify video can reduce the time P&E technicians expend in reviewing and categorizing videos for digital case folders.

CPSM Staffing Recommendation

In closing, CPSM found that the current staffing of the Property and Evidence Section is sufficient to operate the current operations and administrative functions. However, the department should continue to monitor the ongoing efforts of managing responsibilities related to video storage as the number of videos grows. The SLOPD should also continue to invest in formal and conference training for P&E personnel so they can stay up-to-date on new laws, industry standards, and innovations.

P&E Recommendations:

- CPSM recommends that SLOPD leadership continue to monitor the workflow and volume of tasks related to digital videos and consider staffing increases as needed. (Recommendation No. 51.)
- CPSM recommends the department develop a solution to implement a video recording system for all the property room locations. (Recommendation No. 52.)
- CPSM recommends that the department return to annual audits and inventory to avoid potential issues that can develop quickly. (Recommendation No. 53.)

RECORDS SECTION

The Records Section is part of the Administrative/Investigative Bureau and is directly managed by the Investigative lieutenant. The Records staffing levels are listed below and represent all the required operational requirements and obligations as prescribed by law and the Peace Officer Standards and Training (POST);

TABLE 7-5: Records Section Staffing

Position	Authorized	Actual	Vacant
Records Supervisor	1	0	1
Records Lead Clerk	1	1	0
Records Clerks	4	4	0
Total	6	5	1

Source: San Luis Obispo Police Department

Records personnel conduct traditional data entry, record administrative filings, process police reports, and provide the public with accident reports, services related to towed or impounded vehicles, background requests, clearance letters for past criminal offenses, and informal and formal discovery requests.

The Section's work schedule is Monday through Thursday, 7:30 a.m. to 5:30 p.m. Public access hours are Monday through Thursday, 8:00 a.m. to 5:00 p.m.

Overview

Contrary to the common belief that functions performed in law enforcement records units are as simple as filing reports and providing copies as needed, the Records staff have an exhaustive list of duties to perform. Some of these daily duties include the following:

- Reviewing and processing citations and incident reports.
- Conducting criminal history checks.
- Answering telephone calls related to the record operations.
- Handling walk-in customers at the front desk.
- Organizing and maintaining reports in various databases.
- Maintaining records on incarcerated individuals.
- Responding to document, video, and/or photographic image requests from the public, and law enforcement/criminal justice community.
- Maintaining information on local wanted/missing persons and property in local, state, and federal databases.
- Monitoring and responding to requests received through the agency's central email box.
- Receiving and distributing incoming and outgoing mail; purging records as directed by the records retention schedule.
- Preparing statistical reports including those for the State of California and the FBI.
- Responding to requests for the release of various documents/tapes/ photographs as required under the Public Records Act (PRA).
- Performing records checks and validation for entries into the National Crime Information Center (NCIC) database.

Workload Demand

Staff is cross-trained in all areas. The vacant supervisor position elevated the lead clerk to an acting position and a frontline clerk was moved to the acting lead position. This one vacancy has impacted the current workload and level of duties for all Records personnel. It has placed a higher demand on existing staff to complete many of the work duties to avoid backlogs of processing and managing daily tasks.

The most time-consuming task for Records personnel is processing the thousands of police reports and citations that are submitted yearly. At the time of CPSM's visit, the staff was backlogged by nearly 300 reports, requiring the supervisor to coordinate the assignment of extra hours and staffing to ensure the backlog is corrected. In interviews with Records clerks, it was agreed that the Spillman Technology RMS software was meeting the needs of the organization, and no serious issues were reported that would impact workloads, processing, or staffing levels.

In terms of workload and daily tasks, Records could not estimate the number of daily phone calls coming into Records. Front counter visits are believed to be 10 to 15 per day. These totals,

along with other tasks where yearly totals are not tracked, would increase the tracked workload significantly over the course of a year. IACP estimates that the average Records clerk should accomplish 20 to 50 tasks per day. The SLOPD Record Section would likely be on the higher side of the tasks performed if all workload data was tracked. The following table helps to illustrate the tracked and untracked daily tasks that collectively make up the workload totals for Records clerks. It is only when all tasks and yearly totals are accounted for that an accurate assessment of staffing can be developed.

TABLE 7-6: Record Section Yearly Task Totals

	2021	2022	2023	2024
Public Phone Calls*				1,690
Front Counter Visits				
PRAs	52	70	78	
Court Discovery			780	510
Report Processing	6,558	6,250	6,220	4,055
Public Requests for Reports				680
Citations	4,802	3,786	4,802	2,985
NCIC/CJIS Entries				510
Arrest Processing	1,346	1,536	2,136	1,498
Warrants	239	392	380	341
Traffic Collision Rpt.				1,020
Sex Registry				85
Available Totals	12,997	12,034	14,396	13,374

Source: SLOPD's Records Section, Records does not track all categories listed above

When officers arrest suspects who remain in custody, the Records staff is responsible for reviewing the reports for correct data entry and preparing cases for detectives to file with prosecutors. This involves retrieving copies of booking and rap sheets, assembling copies, and collating police reports into case packages, ready for detectives to pick up the next business day.

All police records section administrators are required to manage the retention, archiving, release, and destruction of an agency's public records. The Records coordinator reported that a backlog of records is awaiting purging. State law requires the purging of certain public documents, including police records. This is always a challenge when balanced with the current backlog of inputting reports and other types of data.

CPSM Staffing Recommendation

It is recommended that SLOPD fill the current vacancy and as well consider the hiring of part-time employees to include a cadet program. Additional part-time employees could focus on public counter visits for police reports and work related to the release of property. This approach will allow the Records clerks to focus on the reducing backlogs and data inputs.

An increase in Records staffing has the potential to provide the following effectiveness and efficiency opportunities:

- Improve the efficiency and accuracy of record-keeping processes.
- Data entry, filing, and retrieval can be completed more promptly, reducing backlogs and ensuring that information and special data reports are accessible.
- Additional Records staff will provide better public counter coverage while enhancing internal and external services, such as increased staffing and the ability to address issues quickly.
- Increased Records staffing levels will allow for higher compliance with legal and regulatory requirements related to record-keeping.
- More personnel dedicated to managing records can help ensure that all documentation is properly maintained, updated, and stored under applicable California laws and SLO police standards.

Overall, the addition of personnel would enable Records to address critical tasks and achieve top priority goals and objectives. This can increase work satisfaction and public confidence with improved operational efficiency, better service delivery, and enhanced compliance. The SLOPD is currently struggling with the following challenges:

- Police report and other data report backlogs.
- One vacancy with other positions in acting positions at the lead and supervisor level.

Records Recommendations:

- It is recommended that SLOPD establish accurate tracking of all Records tasks and use the data to determine workloads and staffing levels. (Recommendation No. 54.)
- It is recommended that SLOPD fill the current vacancy and consider the hiring of part-time employees to include a cadet program to focus on front counter customers, requests for police reports, and work related to the release of property. This approach will allow the Records clerk to focus on the reducing backlogs and data input. (Recommendation No. 53.)

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SECTION 8. SUMMARY

Throughout this report we have endeavored to provide the reader with insight into the staffing of the San Luis Obispo Police Department.

CPSM recognizes that the recommendations, especially those involving added personnel, come at a cost. Please be assured that these recommendations were not made lightly, but with significant consideration regarding the operational necessity associated with each position.

We further recognize that implementing many of these recommendations, should the City of San Luis Obispo choose to do so, will take considerable time and resources. We would encourage the department leadership to work with city leadership to identify those that are most critical and develop and plan with a timeline for the others. As well, we would make ourselves available to consult as necessary and appropriate.

Additionally, a comprehensive data analysis report will follow. While the more pertinent aspects of that analysis are embedded in the operational assessment, readers are encouraged to review the data analysis report in its entirety.

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SECTION 9. DATA ANALYSIS

This data analysis report on police patrol operations for the San Luis Obispo Police Department focuses on three main areas: workload, deployment, and response times. These three areas are related almost exclusively to patrol operations, which constitute a significant portion of the police department's personnel and financial commitment.

All information in this report was developed using data from the department's computer-aided dispatch (CAD) system.

CPSM collected data for a one-year period of July 1, 2023, through June 30, 2024. The majority of the first section of the report, concluding with Table 10-9, uses call data for one year. For the detailed workload analysis, we used two eight-week sample periods. The first period is from July 7 through August 31, 2023, or summer, and the second period is from January 4 through February 28, 2024, or winter.

WORKLOAD ANALYSIS

When CPSM analyzes a set of dispatch records, we go through a series of steps:

- We first process the data to improve accuracy. For example, we remove duplicate patrol units recorded on a single event as well as records that do not indicate an actual activity. We also remove incomplete data, as found in situations where there is not enough time information to evaluate the record.
- At this point, we have a series of records that we call "events." We identify these events in three ways:
 - We distinguish between patrol and nonpatrol units.
 - We assign a category to each event based on its description.
 - We indicate whether the call is "zero time on scene" (i.e., patrol units spent less than 30 seconds on scene), "police-initiated," or "community-initiated."
- We then remove all records that do not involve a patrol unit to get the total number of patrol-related events.
- At important points during our analysis, we focus on a smaller group of events designed to represent actual calls for service. This excludes events with no officer time spent on scene and directed patrol activities.

In this way, we first identify a total number of records, then limit ourselves to patrol events, and finally focus on calls for service.

As with similar cases around the country, we encountered several issues when analyzing San Luis Obispo's dispatch data. We made assumptions and decisions to address these issues.

- 957 events (about 4 percent) involved patrol units spending zero time on scene.
- The computer-aided dispatch (CAD) system used approximately 101 different event descriptions, which we condensed into 16 categories for our tables and 9 categories for our

figures (shown in Chart 9-1). Table 9-20 in the appendix shows how each call description was categorized.

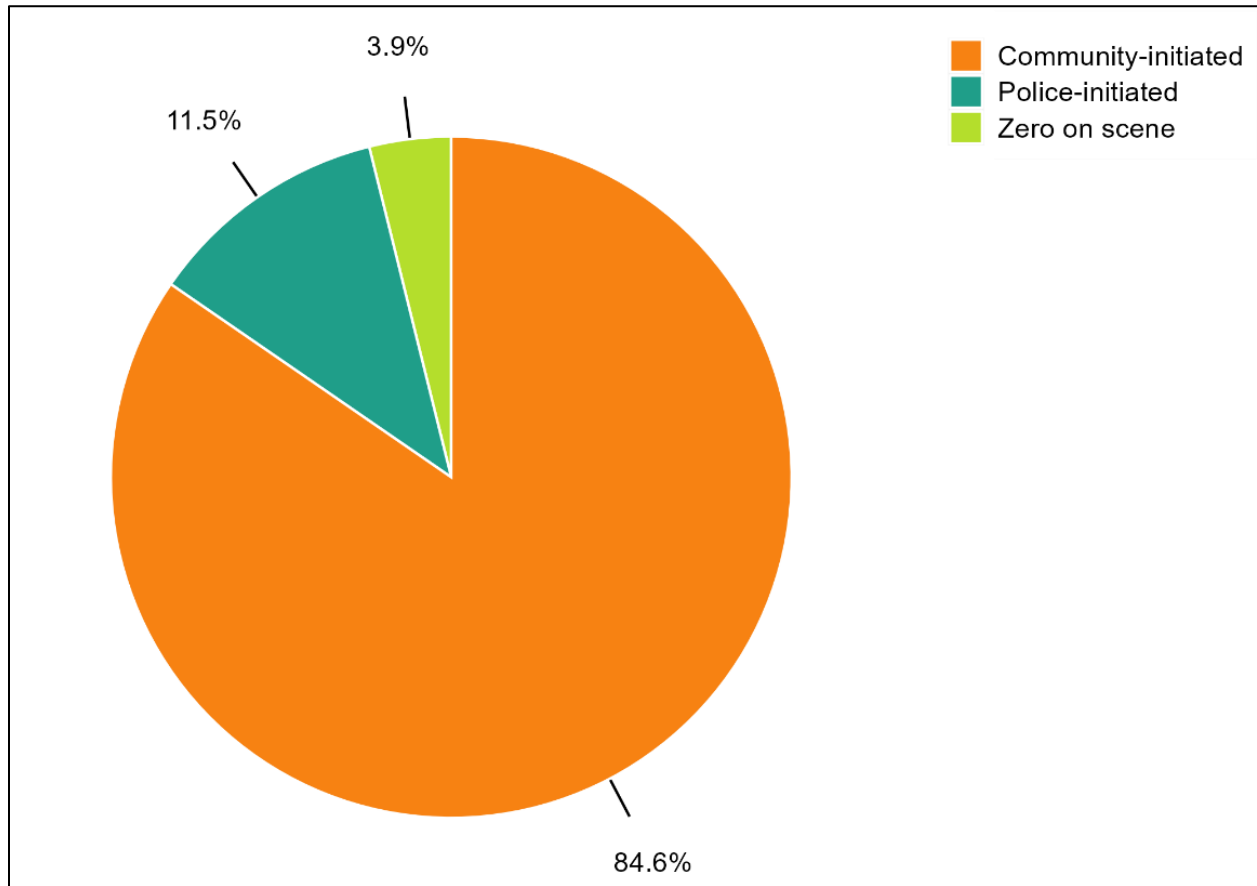
Between July 1, 2023, and June 30, 2024, the communications center recorded approximately 24,680 events that were assigned call numbers, which included an adequate record of a responding patrol unit as either the primary or secondary unit. When measured daily, the department reported an average of 67.4 patrol-related events per day, approximately 4 percent of which (2.6 per day) had fewer than 30 seconds spent on the call.

In the following pages, we show two types of data: activity and workload. The activity levels are measured by the average number of calls per day, broken down by the type and origin of the calls, and categorized by the nature of the calls (crime, traffic, etc.). Workloads are measured in average work hours per day.

CHART 9-1: Event Descriptions for Tables and Figures

Table Category	Figure Category
Alarm	Alarm
Assist community member	Assist
Assist other agency	
Crime against persons	Crime
Crime against property	
Disturbance	Disturbance
Animal call	General noncriminal
Mental health	
Miscellaneous	
Warrant (or) arrest	
Investigation	Investigation
Suspicious incident	Suspicious incident
Accident	Traffic
Traffic enforcement	
Traffic stop	
Violation	Violation

FIGURE 9-1: Percentage Events per Day, by Initiator



Note: Percentages are based on a total of 24,680 events.

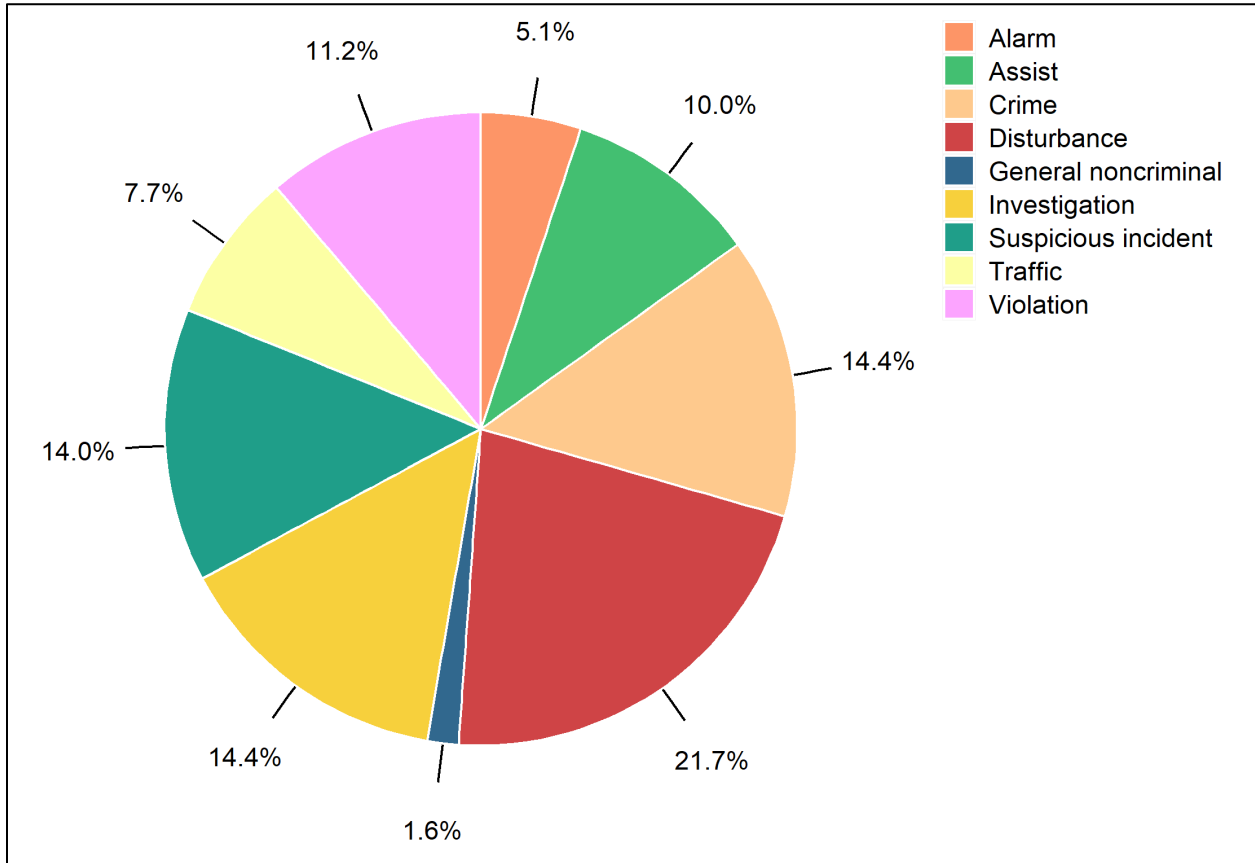
TABLE 9-1: Events per Day, by Initiator

Initiator	No. of Events	Events per Day
Community-initiated	20,877	57.0
Police-initiated	2,846	7.8
Zero on scene	957	2.6
Total	24,680	67.4

Observations:

- 4 percent of the events had zero time on scene.
- 12 percent of all events were police-initiated.
- 85 percent of all events were community-initiated.
- There was an average of 67 events per day, or 2.8 per hour.

FIGURE 9-2: Percentage Events per Day, by Category



Note: The figure combines categories in the following table according to the description in Chart 9-1.

TABLE 9-2: Events per Day, by Category

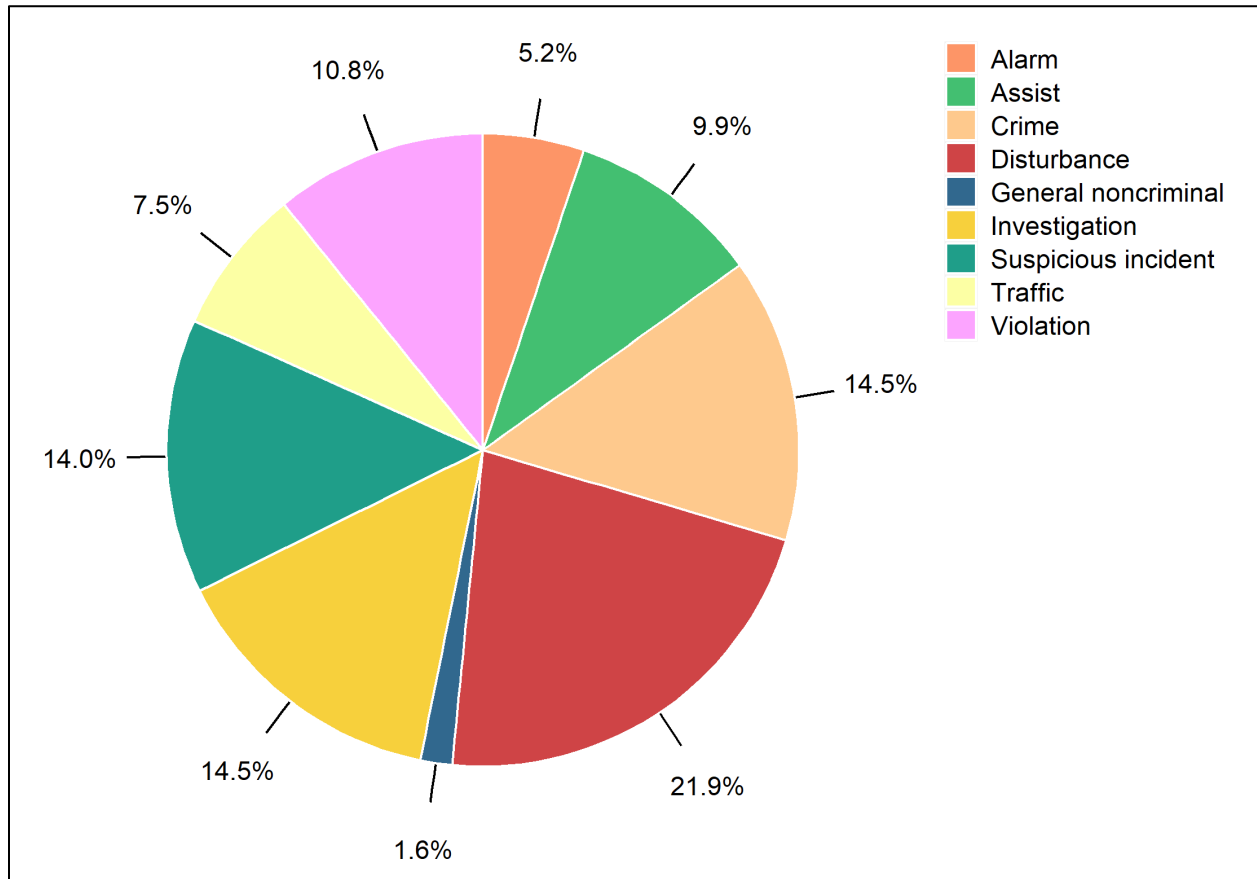
Category	No. of Events	Events per Day
Accident	832	2.3
Alarm	1,262	3.4
Animal call	134	0.4
Assist community member	1,778	4.9
Assist other agency	685	1.9
Crime against persons	337	0.9
Crime against property	3,208	8.8
Disturbance	5,348	14.6
Investigation	3,562	9.7
Mental health	35	0.1
Miscellaneous	89	0.2
Suspicious incident	3,450	9.4
Traffic enforcement	849	2.3
Traffic stop	212	0.6
Violation	2,762	7.5
Warrant (or) arrest	137	0.4
Total	24,680	67.4

Note: Observations below refer to events shown within the figure rather than the table.

Observations:

- The top four categories accounted for 64 percent of events:
 - 22 percent of events were disturbances.
 - 14 percent of events were investigations.
 - 14 percent of events were crimes.
 - 14 percent of events were suspicious incidents.

FIGURE 9-3: Percentage Calls per Day, by Category



Note: The figure combines categories in the following table according to the description in Chart 9-1.

TABLE 9-3: Calls per Day, by Category

Category	No. of Calls	Calls per Day
Accident	791	2.2
Alarm	1,227	3.4
Animal call	129	0.4
Assist community member	1,695	4.6
Assist other agency	654	1.8
Crime against persons	328	0.9
Crime against property	3,120	8.5
Disturbance	5,206	14.2
Investigation	3,435	9.4
Mental health	35	0.1
Miscellaneous	86	0.2
Suspicious incident	3,330	9.1
Traffic enforcement	775	2.1
Traffic stop	204	0.6
Violation	2,572	7.0
Warrant (or) arrest	136	0.4
Total	23,723	64.8

Note: The focus here is on recorded calls rather than recorded events. We removed 957 events with zero time on scene.

Observations:

- On average, there were 64.8 calls per day, or 2.7 per hour.
- The top three categories accounted for 65 percent of calls:
 - 22 percent of calls were disturbances.
 - 15 percent of calls were crimes.
 - 14 percent of calls were investigations.
 - 14 percent of calls were suspicious incidents.

FIGURE 9-4: Calls per Day, by Initiator and Month

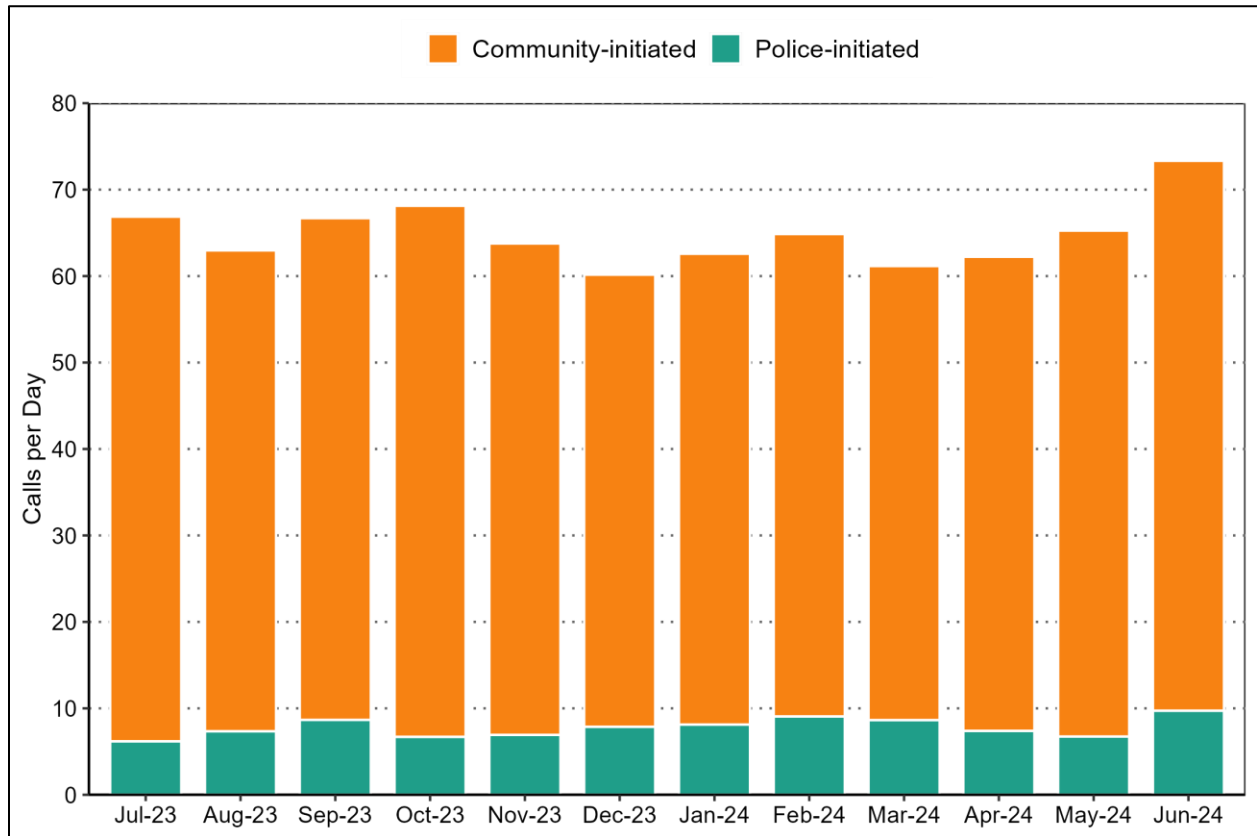


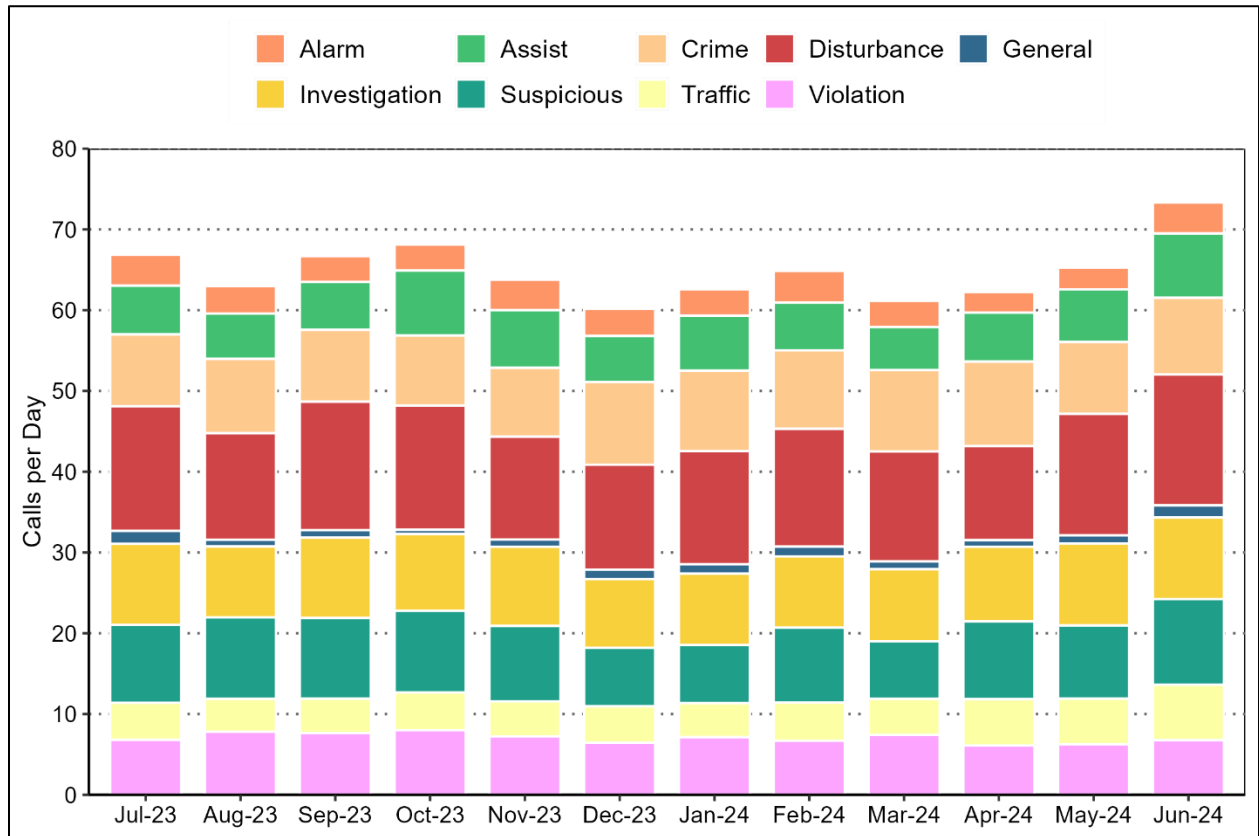
TABLE 9-4: Calls per Day, by Initiator and Months

Initiator	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Community	60.7	55.6	58.0	61.4	56.8	52.3	54.5	55.8	52.5	54.8	58.5	63.6
Police	6.2	7.4	8.7	6.7	6.9	7.9	8.1	9.1	8.6	7.4	6.7	9.7
Total	66.9	63.0	66.7	68.1	63.8	60.2	62.6	64.9	61.2	62.2	65.3	73.3

Observations:

- The number of calls per day was the lowest in December.
- The number of calls per day was highest in June.
- The months with the most calls had 22 percent more calls than the months with the fewest calls.
- June had the most police-initiated calls, with 57 percent more than July, which had the fewest.
- June had the most community-initiated calls, with 22 percent more than December and March, which had the fewest.

FIGURE 9-5: Calls per Day, by Category and Month



Note: The figure combines categories in the following table according to the description in Chart 9-1.

TABLE 9-5: Calls per Day, by Category and Month

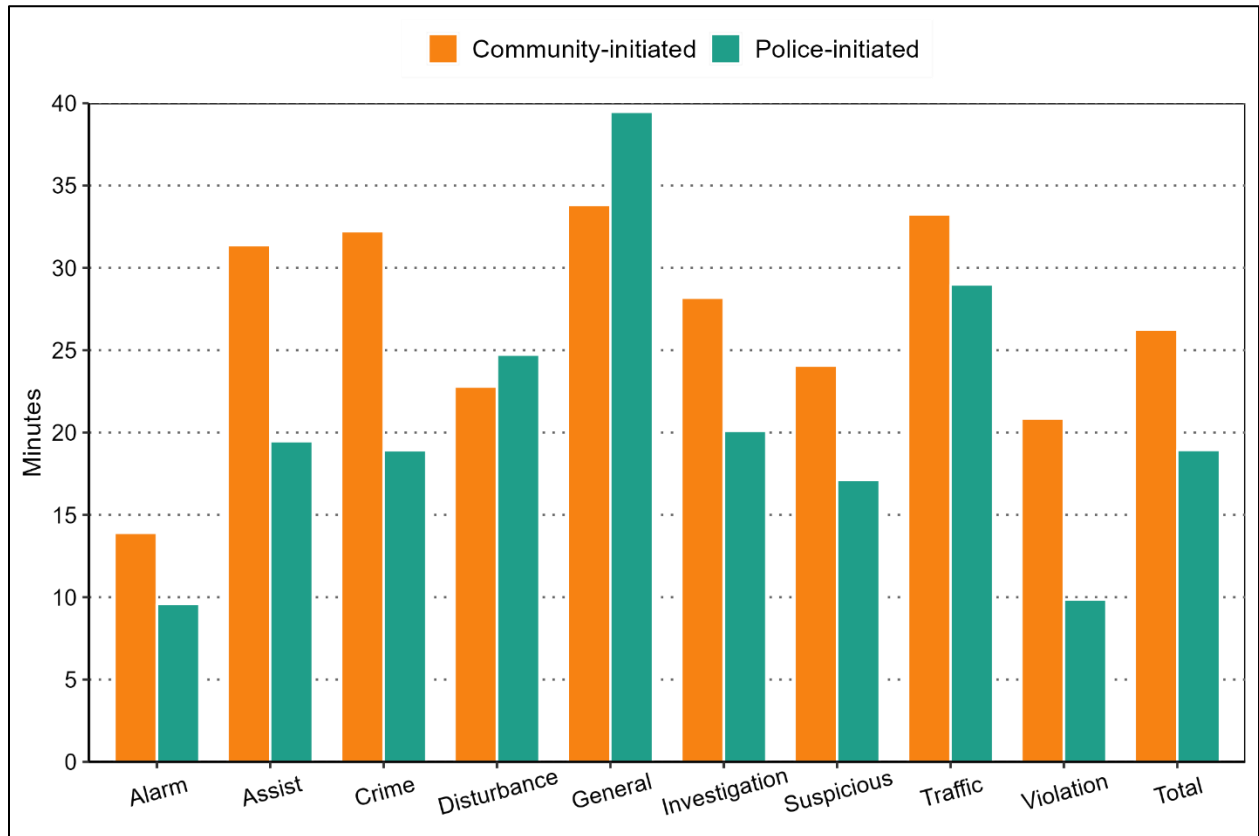
Category	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Accident	2.3	1.9	1.8	1.8	2.0	2.2	2.1	2.1	1.8	2.6	2.4	3.0
Alarm	3.8	3.4	3.2	3.2	3.8	3.4	3.3	3.9	3.3	2.5	2.7	3.8
Animal call	0.7	0.3	0.2	0.2	0.3	0.5	0.3	0.3	0.2	0.3	0.4	0.5
Assist community member	4.0	3.9	3.8	6.3	5.3	4.1	5.0	4.0	3.7	4.4	5.2	5.9
Assist other agency	2.0	1.7	2.1	1.8	1.8	1.6	1.8	1.9	1.6	1.7	1.3	2.1
Crime against persons	1.1	0.6	1.1	0.7	0.4	0.9	1.2	1.0	1.1	0.8	1.0	0.8
Crime against property	7.8	8.5	7.8	7.9	8.1	9.4	8.8	8.7	9.0	9.7	7.9	8.7
Disturbance	15.4	13.2	15.9	15.4	12.7	13.0	14.0	14.6	13.6	11.6	15.0	16.2
Investigation	10.0	8.8	9.9	9.5	9.8	8.5	8.8	8.8	8.9	9.2	10.1	10.1
Mental health	0.1	0.1	0.1	0.0	0.1	0.1	0.2	0.1	0.1	0.1	0.0	0.0
Miscellaneous	0.6	0.2	0.2	0.1	0.1	0.1	0.2	0.3	0.3	0.1	0.2	0.4
Suspicious incident	9.6	10.1	10.0	10.1	9.3	7.2	7.2	9.3	7.1	9.6	9.1	10.6
Traffic enforcement	2.0	1.9	2.1	2.6	2.1	1.7	1.6	1.8	1.9	2.4	2.4	2.8
Traffic stop	0.3	0.3	0.4	0.3	0.2	0.5	0.5	0.8	0.7	0.7	0.8	1.1
Violation	6.8	7.8	7.6	8.0	7.2	6.5	7.1	6.7	7.4	6.1	6.3	6.8
Warrant (or) arrest	0.2	0.2	0.4	0.2	0.4	0.5	0.5	0.6	0.4	0.3	0.4	0.6
Total	66.9	63.0	66.7	68.1	63.8	60.2	62.6	64.9	61.2	62.2	65.3	73.3

Note: Calculations were limited to calls rather than events.

Observations:

- The top four categories averaged between 63 and 67 percent of calls throughout the year.
 - Disturbance calls averaged between 11.6 and 16.2 calls per day throughout the year.
 - Crime calls averaged between 8.5 and 10.5 calls per day throughout the year.
 - Investigation calls averaged between 8.5 and 10.1 calls per day throughout the year.
 - Suspicious incident calls averaged between 7.1 and 10.6 calls per day throughout the year.
- Crime calls accounted for 13 to 17 percent of total calls throughout the year.

FIGURE 9-6: Primary Unit's Average Occupied Times, by Category and Initiator



Note: The figure combines categories using weighted averages from the following table according to the description in Chart 9-1.

TABLE 9-6: Primary Unit's Average Occupied Times, by Category and Initiator

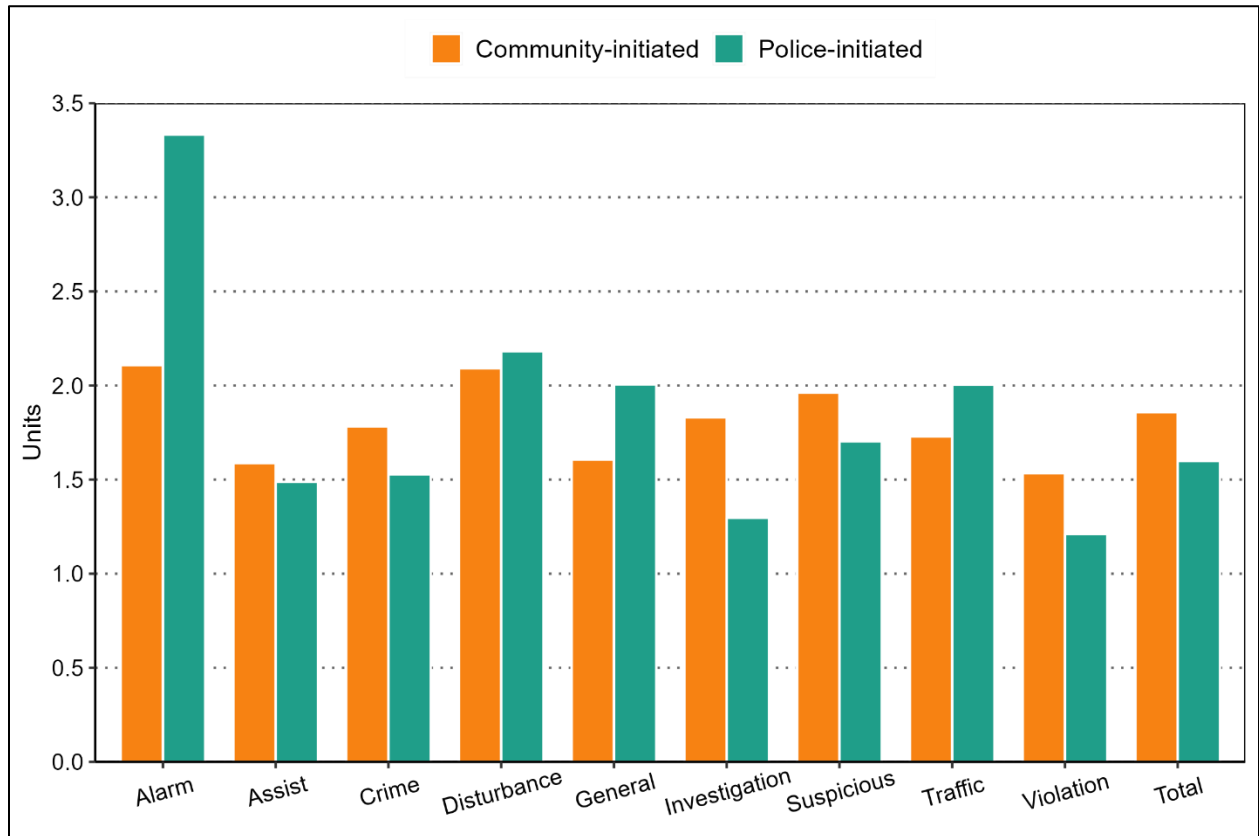
Category	Community-Initiated		Police-Initiated	
	Minutes	Calls	Minutes	Calls
Accident	42.9	754	24.6	37
Alarm	13.9	1,224	9.6	3
Animal call	25.0	126	12.5	3
Assist community member	27.8	1,633	17.5	62
Assist other agency	40.5	632	25.0	22
Crime against persons	62.0	304	45.7	24
Crime against property	29.1	2,894	16.1	226
Disturbance	22.8	5,085	24.7	121
Investigation	28.2	3,226	20.1	209
Mental health	54.7	34	17.4	1
Miscellaneous	33.0	47	34.4	39
Suspicious incident	24.1	2,535	17.1	795
Traffic enforcement	21.0	594	30.1	181
Traffic stop	20.5	2	28.8	202
Violation	20.8	1,778	9.9	794
Warrant (or) arrest	82.9	9	41.8	127
Weighted Average/Total Calls	26.3	20,877	18.9	2,846

Note: The information in Figure 9-6 and Table 9-6 is limited to calls and excludes all events that show zero time on-scene. A unit's occupied time is measured as the time from when the unit was dispatched until the unit becomes available again. The times shown are the average occupied minutes per call for the primary unit, rather than the total occupied minutes for all units assigned to a call. Observations below refer to times shown within the figure rather than the table.

Observations:

- A unit's average time spent on a call ranged from 10 to 39 minutes overall.
- The longest average times were for police-initiated general noncriminal calls.
- The average time spent on crime calls was 32 minutes for community-initiated calls and 19 minutes for police-initiated calls.

FIGURE 9-7: Number of Responding Units, by Initiator and Category



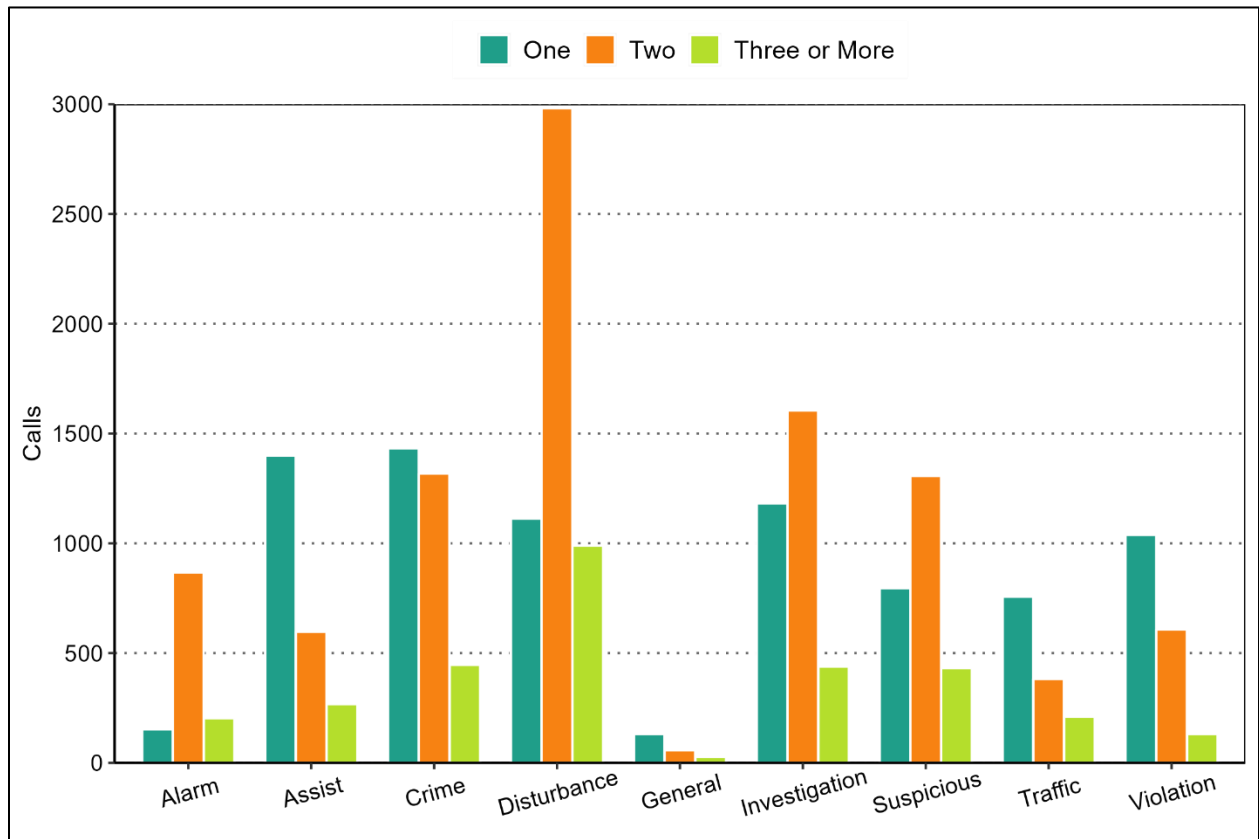
Note: The figure combines categories using weighted averages from the following table according to the description in Chart 9-1.

TABLE 9-7: Average Number of Responding Units, by Initiator and Category

Category	Community-Initiated		Police-Initiated	
	No. of Units	Calls	No. of Units	Calls
Accident	1.9	754	1.5	37
Alarm	2.1	1,224	3.3	3
Animal call	1.4	126	1.3	3
Assist community member	1.4	1,633	1.4	62
Assist other agency	2.2	632	1.8	22
Crime against persons	2.1	304	2.5	24
Crime against property	1.7	2,894	1.4	226
Disturbance	2.1	5,085	2.2	121
Investigation	1.8	3,226	1.3	209
Mental health	2.7	34	2.0	1
Miscellaneous	1.2	47	1.5	39
Suspicious incident	2.0	2,535	1.7	795
Traffic enforcement	1.6	594	1.9	181
Traffic stop	1.0	2	2.2	202
Violation	1.5	1,778	1.2	794
Warrant (or) arrest	2.9	9	2.2	127
Weighted Average/Total Calls	1.9	20,877	1.6	2,846

Note: The information in Figure 9-7 and Table 9-7 is limited to calls and excludes all events that show zero time on-scene. Observations refer to the number of responding units shown within the figure rather than the table.

FIGURE 9-8: Number of Responding Units, by Category, Community-initiated Calls



Note: The figure combines categories using weighted averages from the following table according to the description in Chart 9-1.

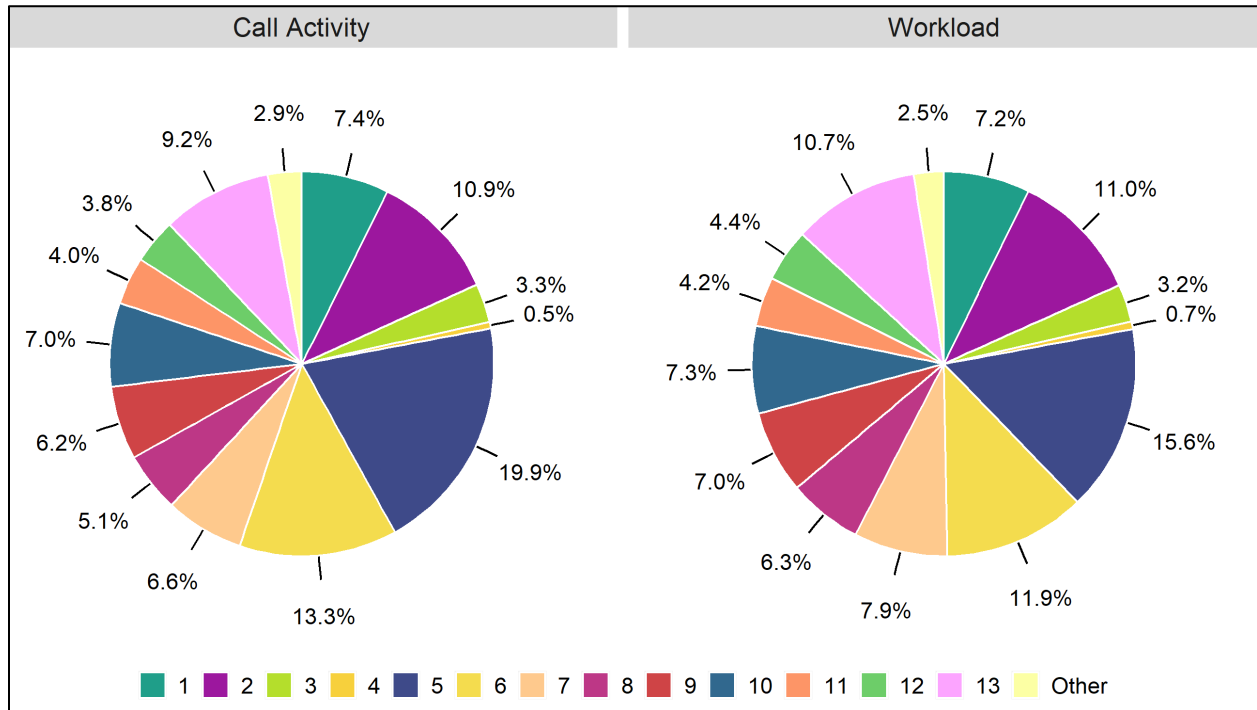
TABLE 9-8: Number of Responding Units, by Category, Community-initiated Calls

Category	Responding Units		
	One	Two	Three or More
Accident	396	206	152
Alarm	153	867	204
Animal call	89	33	4
Assist community	1,191	347	95
Assist other agency	209	250	173
Crime against persons	139	78	87
Crime against property	1,294	1,240	360
Disturbance	1,113	2,982	990
Investigation	1,182	1,605	439
Mental health	2	17	15
Miscellaneous	39	5	3
Suspicious incident	796	1,307	432
Traffic enforcement	359	176	59
Traffic stop	2	0	0
Violation	1,039	608	131
Warrant (or) arrest	1	3	5
Total	8,004	9,724	3,149

Observations:

- The overall mean number of responding units was 1.6 for police-initiated calls and 1.9 for community-initiated calls.
- The mean number of responding units was as high as 3.3 for alarm calls that were police-initiated. At the same time, there were only 3 calls of this type,
- Police-initiated disturbance calls had the second-highest mean number of 2.2 responding units.
- 38 percent of community-initiated calls involved one responding unit.
- 47 percent of community-initiated calls involved two responding units.
- 15 percent of community-initiated calls involved three or more responding units.
- The largest group of calls with three or more responding units involved disturbances.

FIGURE 9-9: Percentage Calls and Work Hours, by Area



Note: The "other" category includes calls at headquarters, in miscellaneous areas, and calls missing area information. Miscellaneous areas include calls located in PC, California Polytechnic State University, and LZ0.

TABLE 9-9: Calls and Work Hours by Area, per Day

Area	Per Day		Square Miles
	Calls	Work Hours	
1	4.8	3.3	1.58
2	7.1	5.0	0.54
3	2.1	1.4	0.38
4	0.3	0.3	0.36
5	12.9	7.0	0.31
6	8.6	5.4	0.66
7	4.3	3.6	1.87
8	3.3	2.8	2.23
9	4.0	3.1	0.46
10	4.6	3.3	1.63
11	2.6	1.9	0.58
12	2.4	2.0	0.89
13	6.0	4.8	2.12
Other-HQ	1.5	0.7	NA
Other-Miscellaneous	0.2	0.3	NA
Other-Unknown	0.1	0.1	NA
Subtotal Other	1.9	1.1	NA
Total	64.8	45.1	13.59

Observations:

- Area 5 had the largest number of calls and workload, accounting for 20 percent of total calls and approximately 16 percent of the total workload.
- Excluding calls in other areas, an even distribution would allot 4.8 calls and 3.4 work hours per area.

FIGURE 9-10: Percentage Calls and Work Hours, by Category, Summer 2023

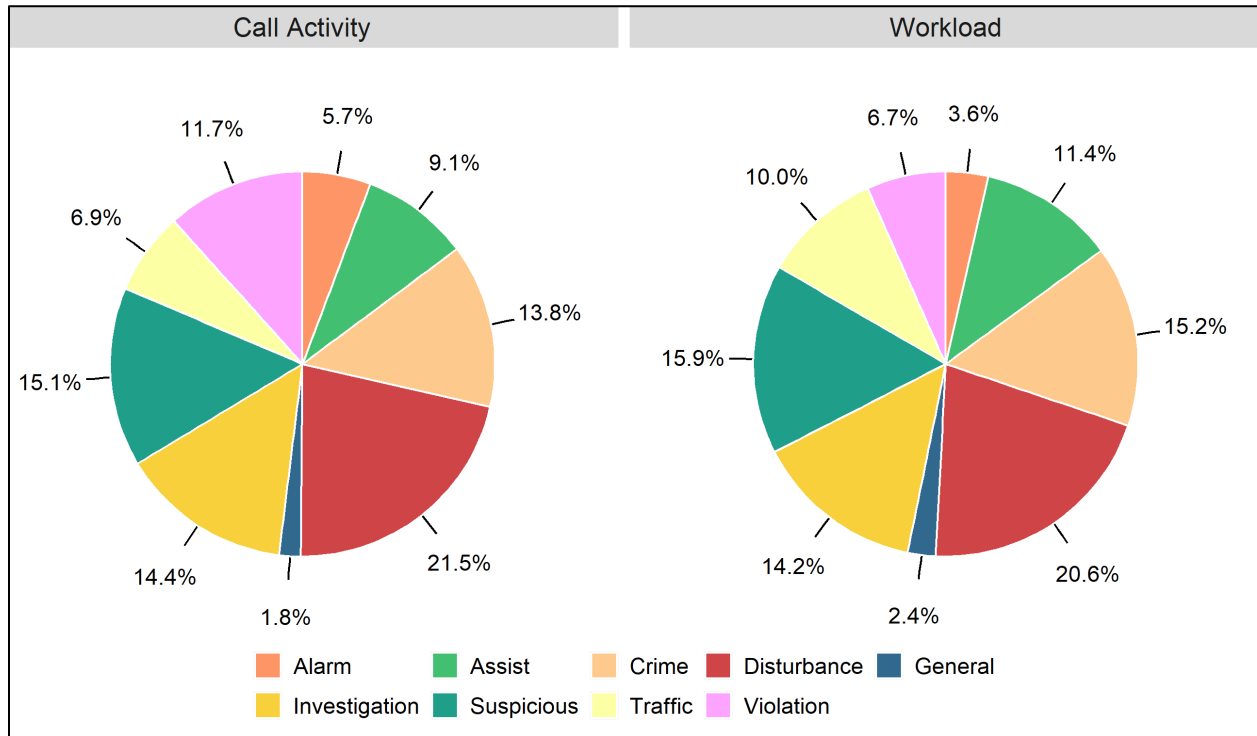


TABLE 9-10: Calls and Work Hours per Day, by Category, Summer 2023

Category	Per Day	
	Calls	Work Hours
Accident	2.2	2.4
Alarm	3.7	1.6
Animal call	0.4	0.2
Assist community member	4.0	2.7
Assist other agency	1.9	2.4
Crime against persons	0.8	1.4
Crime against property	8.0	5.4
Disturbance	13.9	9.2
Investigation	9.3	6.4
Mental health	0.1	0.2
Miscellaneous	0.4	0.3
Suspicious incident	9.7	7.1
Traffic enforcement	1.9	1.7
Traffic stop	0.3	0.3
Violation	7.5	3.0
Warrant (or) arrest	0.2	0.4
Total	64.5	44.6

Note: Workload calculations focused on calls rather than events.

Observations, Summer:

- The average number of calls per day was higher in summer than in winter.
- Total calls averaged 64 per day, or 2.7 per hour.
- The total workload averaged 45 hours per day, meaning that on average 1.9 units per hour were busy responding to calls.
- Disturbance calls constituted 22 percent of calls and 21 percent of the workload.
- Crime calls constituted 14 percent of calls and 15 percent of the workload.
- Investigation calls constituted 14 percent of calls and 14 percent of the workload.
- Suspicious incident calls constituted 15 percent of calls and 16 percent of the workload.
- These top four categories constituted 65 percent of calls and 66 percent of the workload.

FIGURE 9-11: Percentage Calls and Work Hours, by Category, Winter 2024

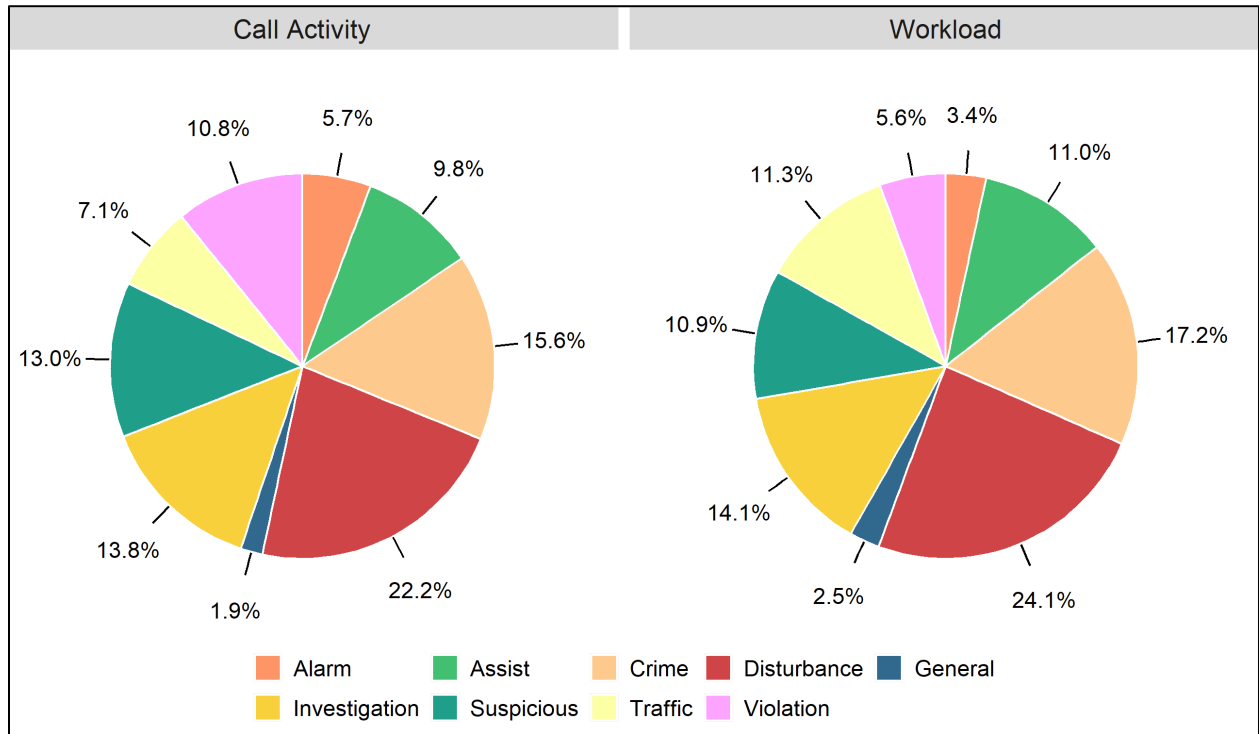


TABLE 9-11: Calls and Work Hours per Day, by Category, Winter 2024

Category	Per Day	
	Calls	Work Hours
Accident	2.1	3.2
Alarm	3.6	1.5
Animal call	0.3	0.1
Assist community member	4.3	2.5
Assist other agency	1.9	2.5
Crime against persons	1.1	1.9
Crime against property	8.8	6.0
Disturbance	14.1	11.0
Investigation	8.8	6.4
Mental health	0.1	0.2
Miscellaneous	0.3	0.2
Suspicious incident	8.2	5.0
Traffic enforcement	1.8	1.5
Traffic stop	0.6	0.5
Violation	6.9	2.5
Warrant (or) arrest	0.5	0.7
Total	63.4	45.7

Note: Workload calculations focused on calls rather than events.

Observations, Winter:

- The average daily workload was higher in winter than in summer.
- Total calls averaged 63 per day, or 2.6 per hour.
- The total workload averaged 46 hours per day, meaning that on average 1.9 units per hour were busy responding to calls.
- Disturbance calls constituted 22 percent of calls and 24 percent of the workload.
- Crime calls constituted 16 percent of calls and 17 percent of the workload.
- Investigation calls constituted 14 percent of calls and 14 percent of the workload.
- Suspicious incident calls constituted 13 percent of calls and 11 percent of the workload.
- These top four categories constituted 65 percent of calls and 66 percent of the workload.

OUT-OF-SERVICE ACTIVITIES

In the period from July 1, 2023, through June 30, 2024, the dispatch center also recorded out-of-service activities that lacked incident numbers. We focused on those activities that involved a patrol unit. We also limited our analysis to out-of-service activities that occurred during shifts where the same patrol unit was also responding to calls for service. There were a few problems with the data provided and we made assumptions and decisions to address these issues:

- We excluded activities that lasted less than 30 seconds. These are irrelevant and contribute little to the overall workload.
- After these exclusions, 39,068 activities remained. These activities had an average duration of 29.1 minutes.

In this section, we report out-of-service activities and workload by descriptions. In the next section, we include these activities in the overall workload when comparing the total workload against available personnel in summer and winter.

TABLE 9-12: Activities and Occupied Times by Description

Status Code	Description	Occupied Time	Count
1110	Report writing	48.6	7,646
16	At the traffic division office	61.6	597
19	Briefing	38.4	1,960
	Court/evidence	33.0	198
	Equipment maintenance	21.8	492
	Follow up	28.3	202
	Report writing	35.8	219
	RIPA	41.3	137
	Training	50.7	207
	Miscellaneous	38.7	2,351
BCKP	Backup	6.8	1,401
BUSY	11-24 (Abandoned vehicle)	34.5	233
	Court/evidence	52.7	321
	Equipment maintenance	33.4	142
	Follow up	19.7	376
	Fuel	8.0	476
	Meeting	67.4	135
	Miscellaneous	36.5	3,144
JAIL	Jail	55.5	1,102
OVIOL	On-view violation	6.9	1,640
PC	Positive contact	21.6	105
SE	Special enforcement	16.4	6,918
TS	Traffic stop	5.5	5,331
Miscellaneous	Miscellaneous	78.6	97
Administrative - Weighted Average/Total Activities		28.8	35,430
19	Break	18.7	970
	Meal break	31.2	710
BUSY	Break	16.3	186
CODE7	Meal break	41.5	1,772
Personal - Weighted Average/Total Activities		32.1	3,638
Weighted Average/Total Activities		29.1	39,068

Observations:

- The most common out-of-service activity was for report writing.
- Except for the miscellaneous category, the activities with the longest average times were for meetings.

FIGURE 9-12: Activities per Day, by Month

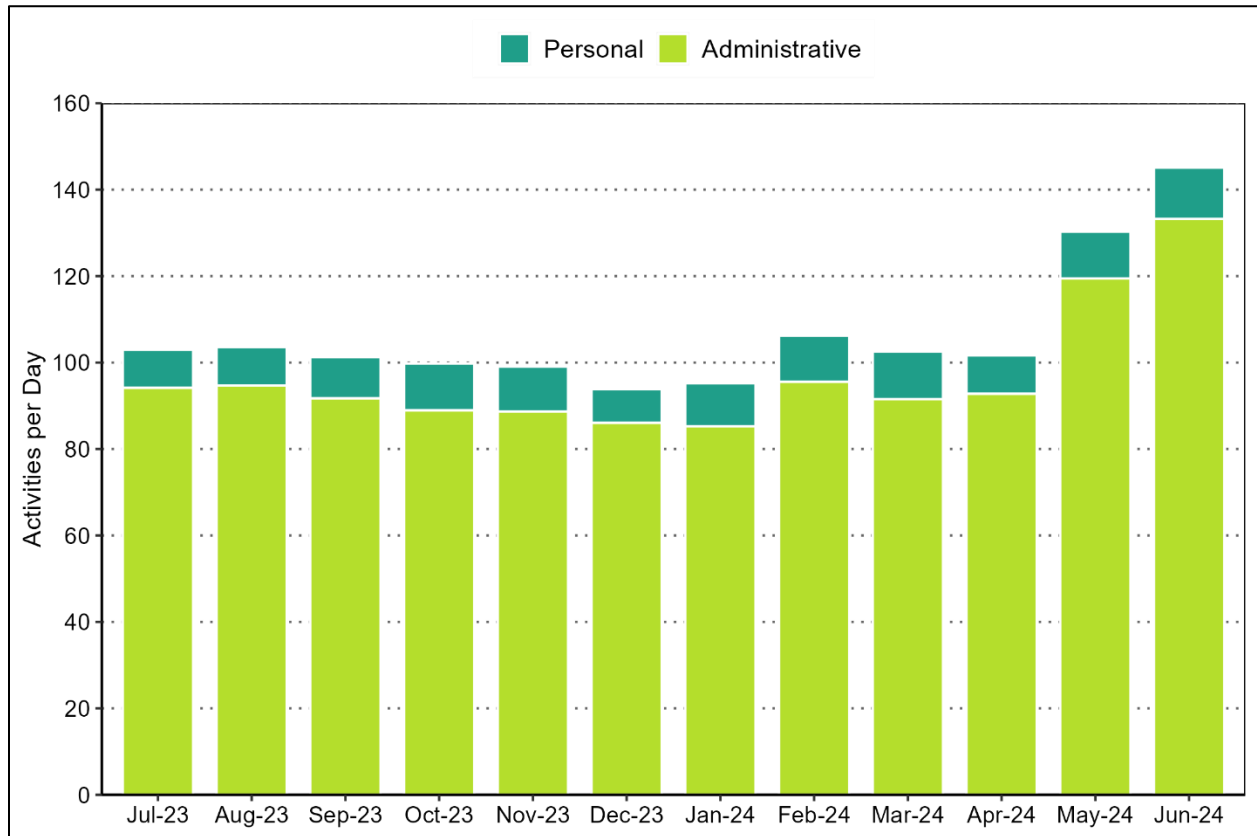


TABLE 9-13: Activities and Workload per Day, by Month

Month	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Administrative	94.2	94.7	91.7	89.0	88.7	86.1	85.3	95.6	91.5	92.8	119.5	133.2
Personal	8.8	8.8	9.5	10.8	10.4	7.8	10.0	10.7	11.0	8.9	10.8	11.9
Total	103.0	103.5	101.3	99.8	99.1	93.9	95.2	106.2	102.5	101.7	130.3	145.1

Observations:

- The number of activities per day was the lowest in January.
- The number of activities per day was highest in June.

FIGURE 9-13: Activities per Day, by Day of Week

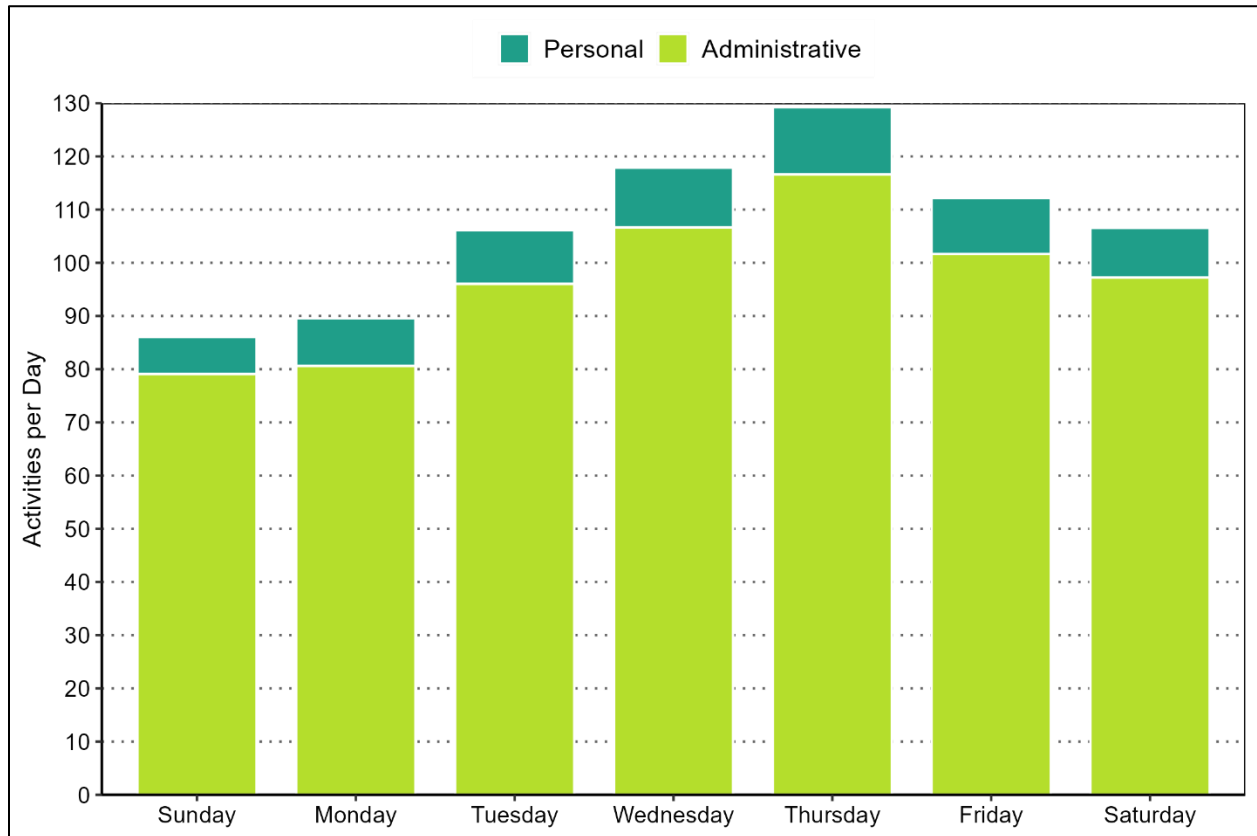


TABLE 9-14: Activities per Day, by Day of Week

Day of Week	Administrative	Personal	Activities per Day
Sunday	79.1	7.0	86.1
Monday	80.6	8.9	89.6
Tuesday	96.1	10.1	106.1
Wednesday	106.7	11.2	117.9
Thursday	116.6	12.6	129.2
Friday	101.7	10.5	112.2
Saturday	97.2	9.3	106.5
Weekly Average	96.8	9.9	106.7

Observations:

- The number of out-of-service activities per day was lowest on Sundays.
- The number of out-of-service activities per day was highest on Thursdays.

FIGURE 9-14: Activities per Day, by Hour of Day

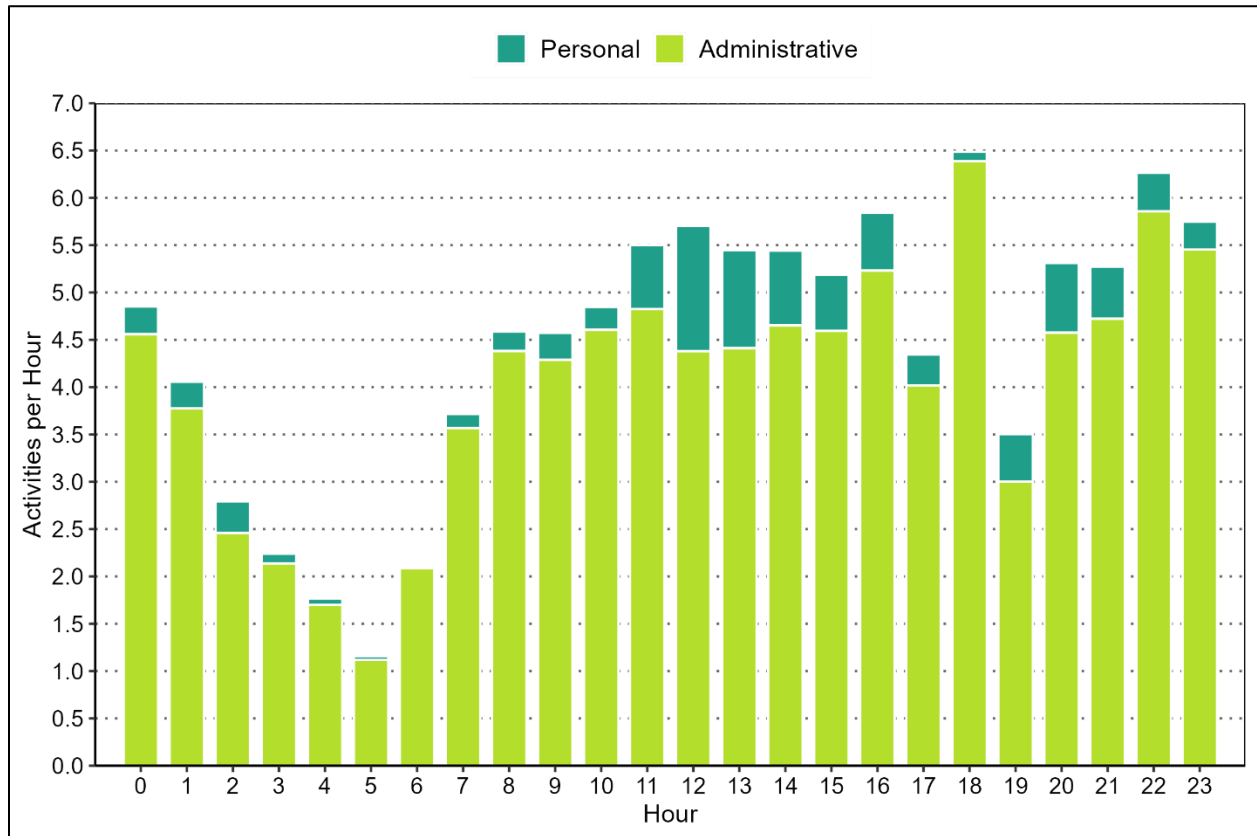


TABLE 9-15: Activities per Hour, by Hour of Day

Hour	Personal	Administrative	Total
0	0.29	4.56	4.85
1	0.28	3.78	4.06
2	0.33	2.46	2.79
3	0.10	2.14	2.24
4	0.07	1.70	1.77
5	0.04	1.12	1.16
6	0.01	2.09	2.10
7	0.15	3.57	3.72
8	0.20	4.38	4.59
9	0.28	4.29	4.57
10	0.24	4.61	4.85
11	0.67	4.83	5.50
12	1.33	4.38	5.70
13	1.04	4.41	5.45
14	0.79	4.65	5.44
15	0.59	4.60	5.19
16	0.61	5.23	5.84
17	0.33	4.02	4.34
18	0.10	6.39	6.49
19	0.50	3.00	3.50
20	0.73	4.58	5.31
21	0.55	4.72	5.27
22	0.41	5.86	6.27
23	0.30	5.45	5.75
Hourly Average	0.41	4.03	4.45

Observations:

- The number of activities per hour was lowest between 5:00 a.m. and 6:00 a.m.
- The number of activities per hour was highest between 6:00 p.m. and 7:00 p.m.

DEPLOYMENT

For this study, we examined deployment information for eight weeks in summer (July 7 through August 31, 2023) and eight weeks in winter (January 4 through February 28, 2024). The department's main patrol force consists of patrol officers and patrol sergeants, operating on 12.25-hour shifts starting at 6:45 a.m. and 6 :45 p.m. The department's main patrol force deployed an average of 5.6 officers per hour during the 24-hour day in summer 2023 and an average of 6.5 officers per hour in winter 2024. When additional traffic units are included, the department averaged 6.4 units per hour during the 24-hour day in summer 2023 and 7.1 units per hour during the 24-hour day in winter 2024.

In this section, we describe the deployment and workload in distinct steps, distinguishing between summer and winter and between weekdays (Monday through Friday) and weekends (Saturday and Sunday):

- First, we focus on patrol deployment alone.
- Next, we compare "all" workload, which includes community-initiated calls, police-initiated calls, directed patrol activities, and out-of-service activities.
- Finally, we compare the workload against deployment by percentage.

Comments follow each set of four figures, with separate discussions for summer and winter.

FIGURE 9-15: Deployed Officers, Weekdays, Summer 2023

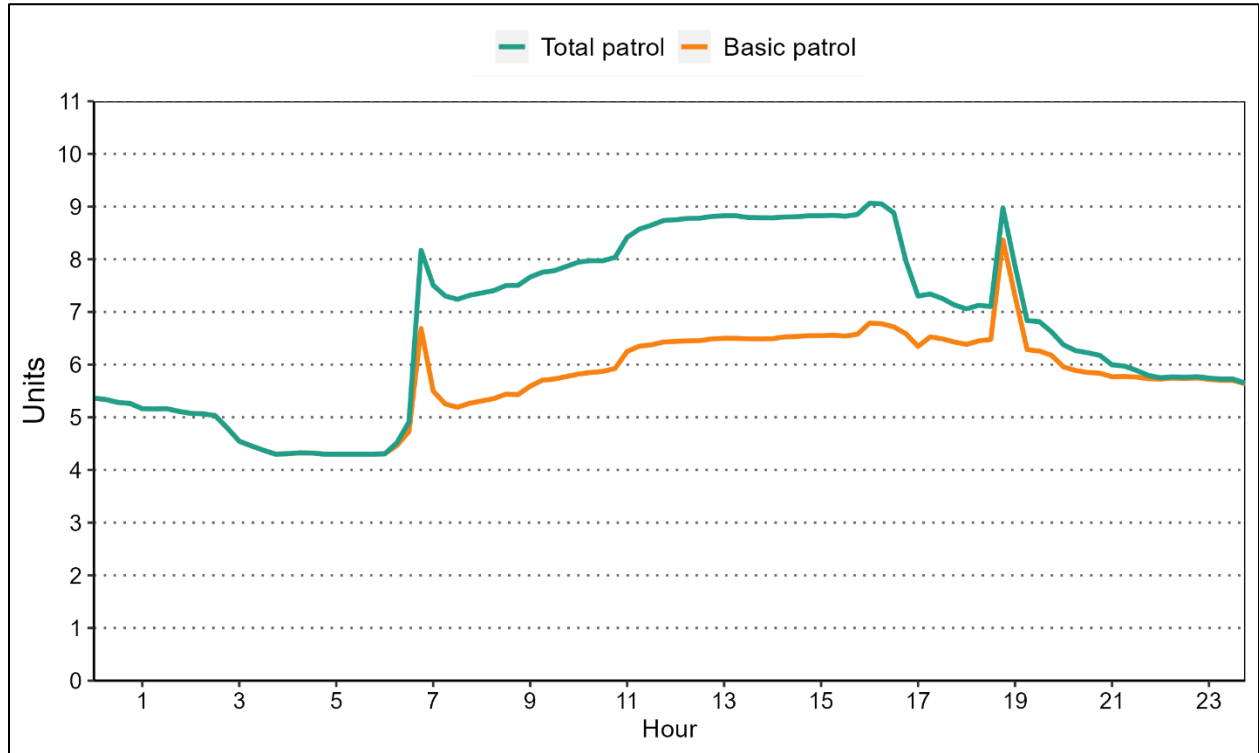


FIGURE 9-16: Deployed Officers, Weekends, Summer 2023

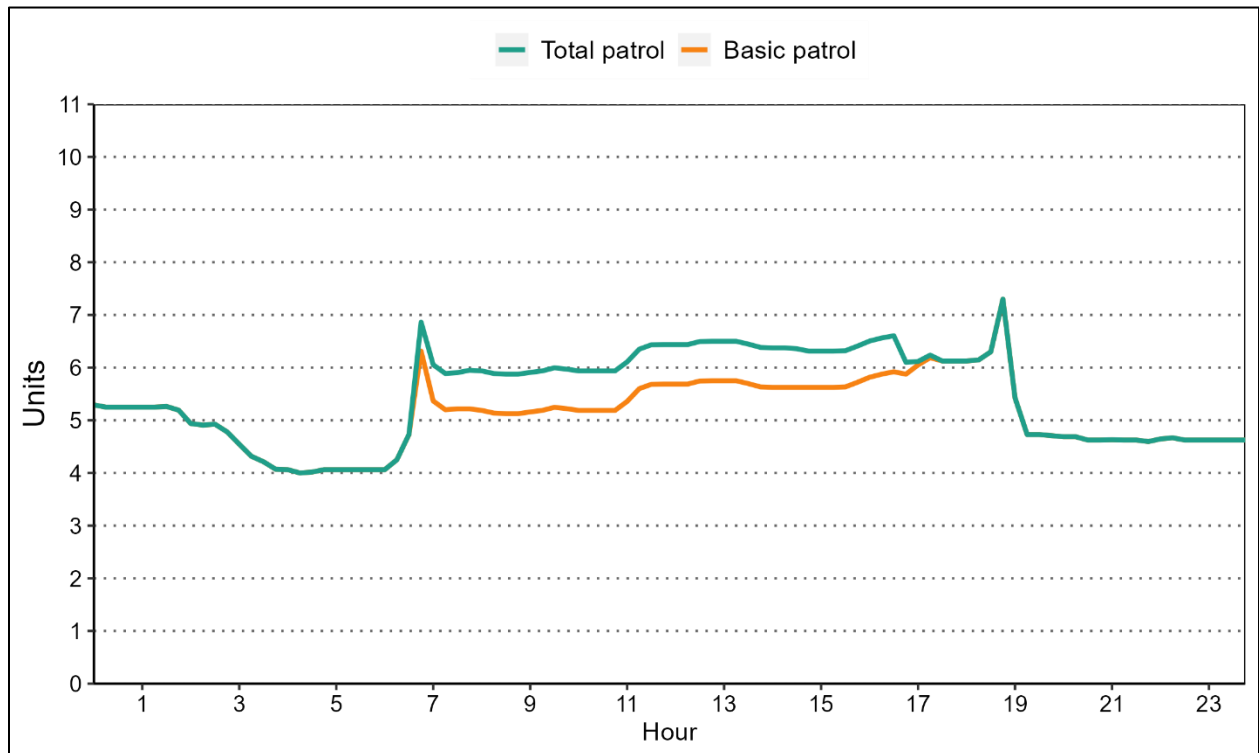


FIGURE 9-17: Deployed Officers, Weekdays, Winter 2024

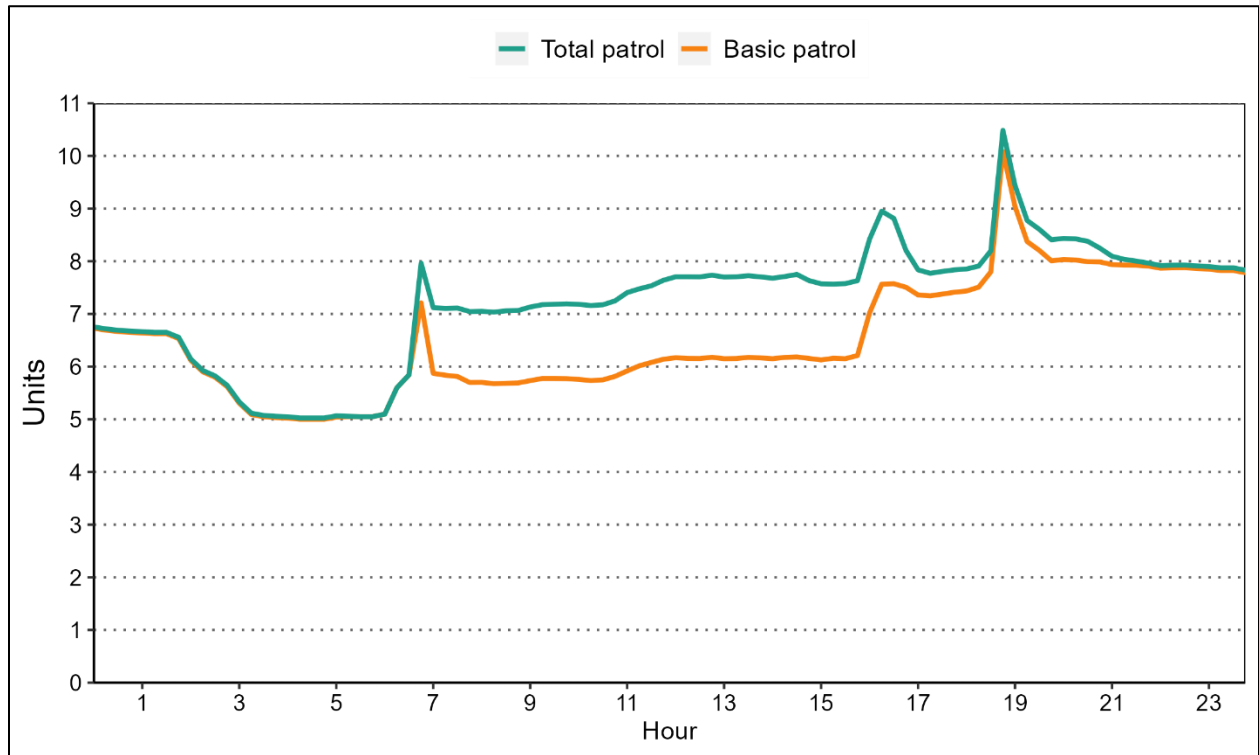
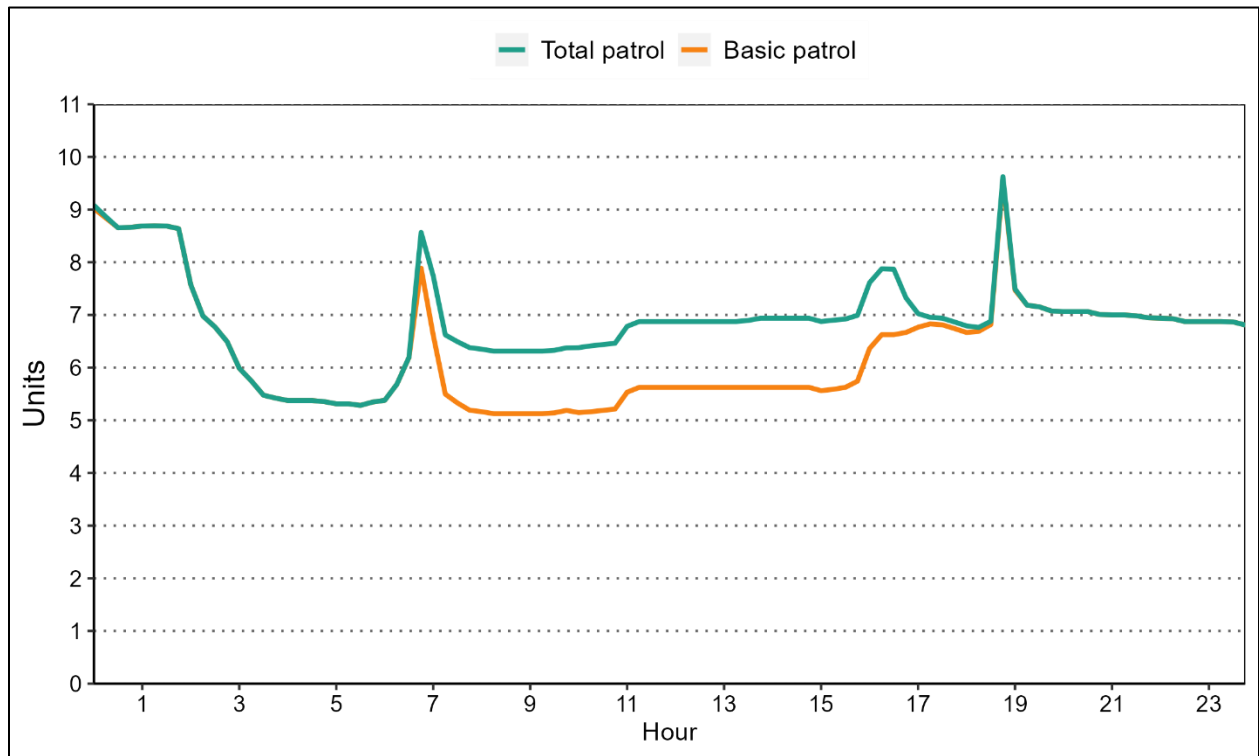


FIGURE 9-18: Deployed Officers, Weekends, Winter 2024



Observations:

- For Summer (July 7 through August 31, 2023):
 - The average deployment was 6.8 units per hour during the week and 5.5 units per hour on the weekend.
 - Average deployment varied from 4.3 to 9.1 units per hour on weekdays and 4.0 to 7.3 units per hour on weekends.
- For Winter (January 4 through February 28, 2024):
 - The average deployment was 7.2 units per hour during the week and 6.9 units per hour on the weekend.
 - Average deployment varied from 5.0 to 10.5 units per hour on weekdays and 5.3 to 9.6 units per hour on weekends.

FIGURE 9-19: Deployment and All Workload, Weekdays, Summer 2023

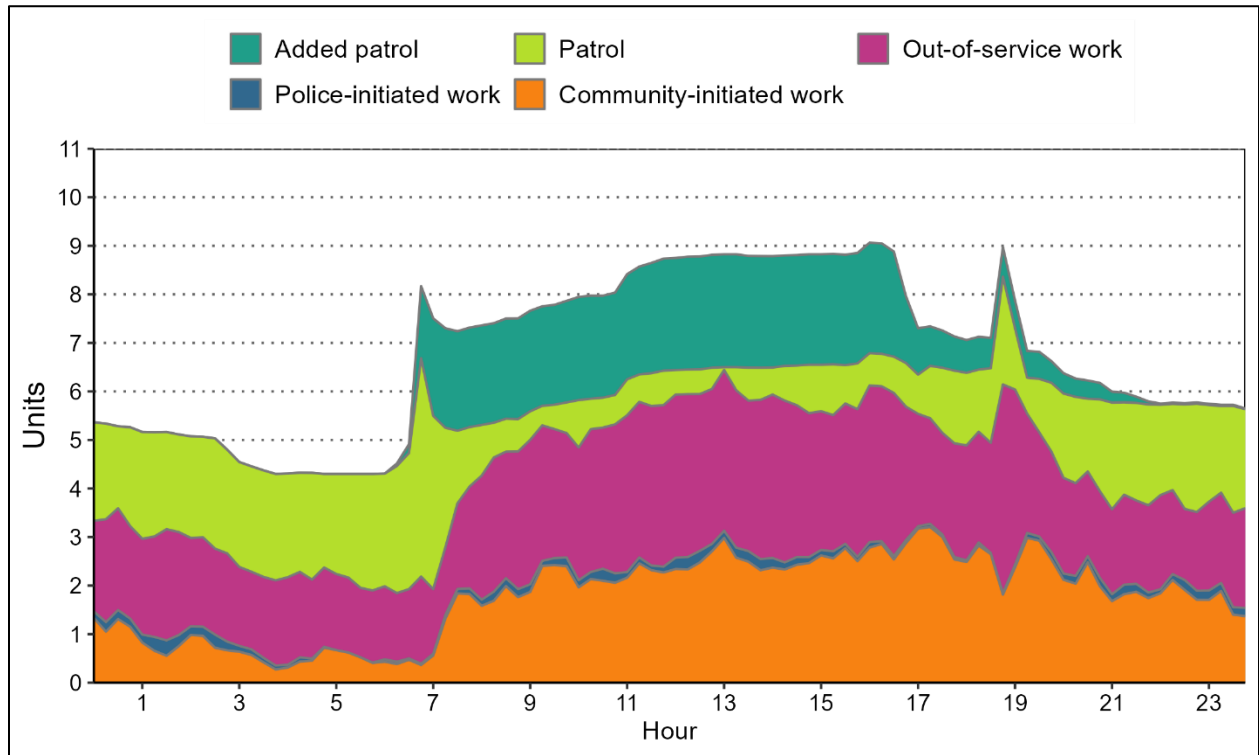


FIGURE 9-20: Deployment and All Workload, Weekends, Summer 2023

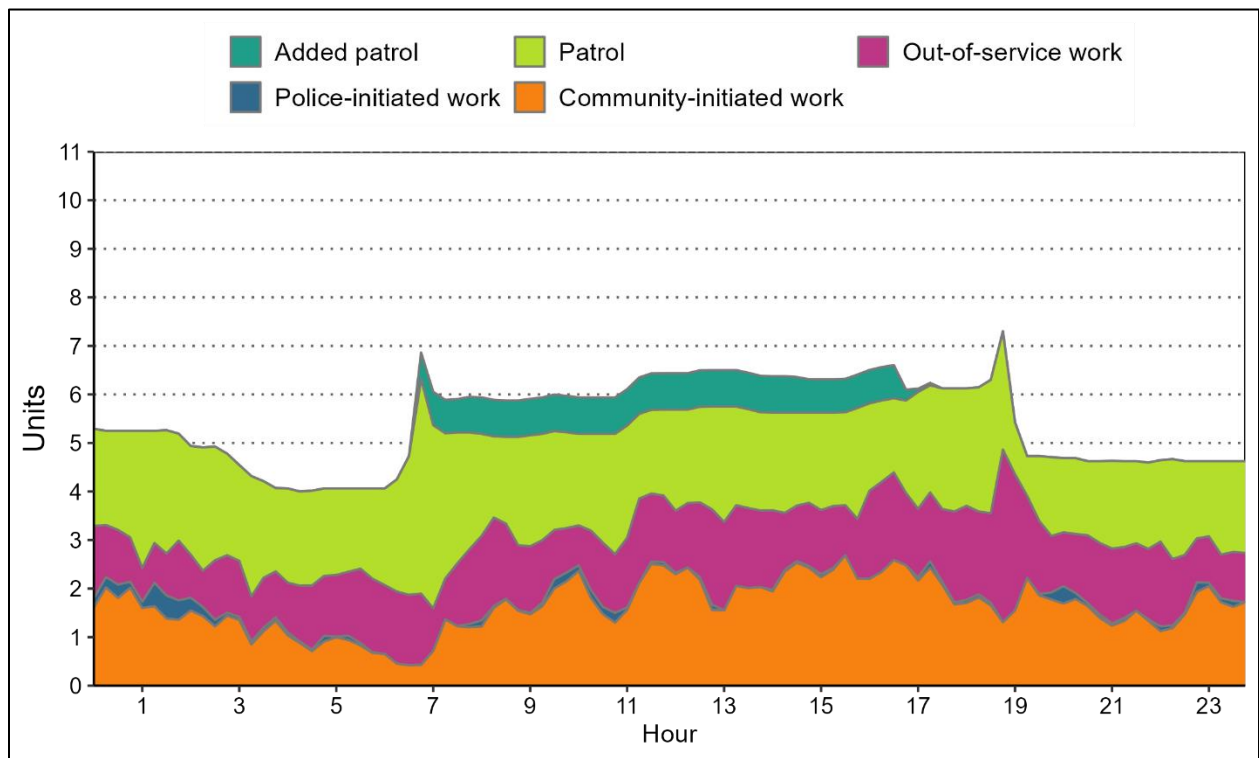


FIGURE 9-21: Deployment and All Workload, Weekdays, Winter 2024

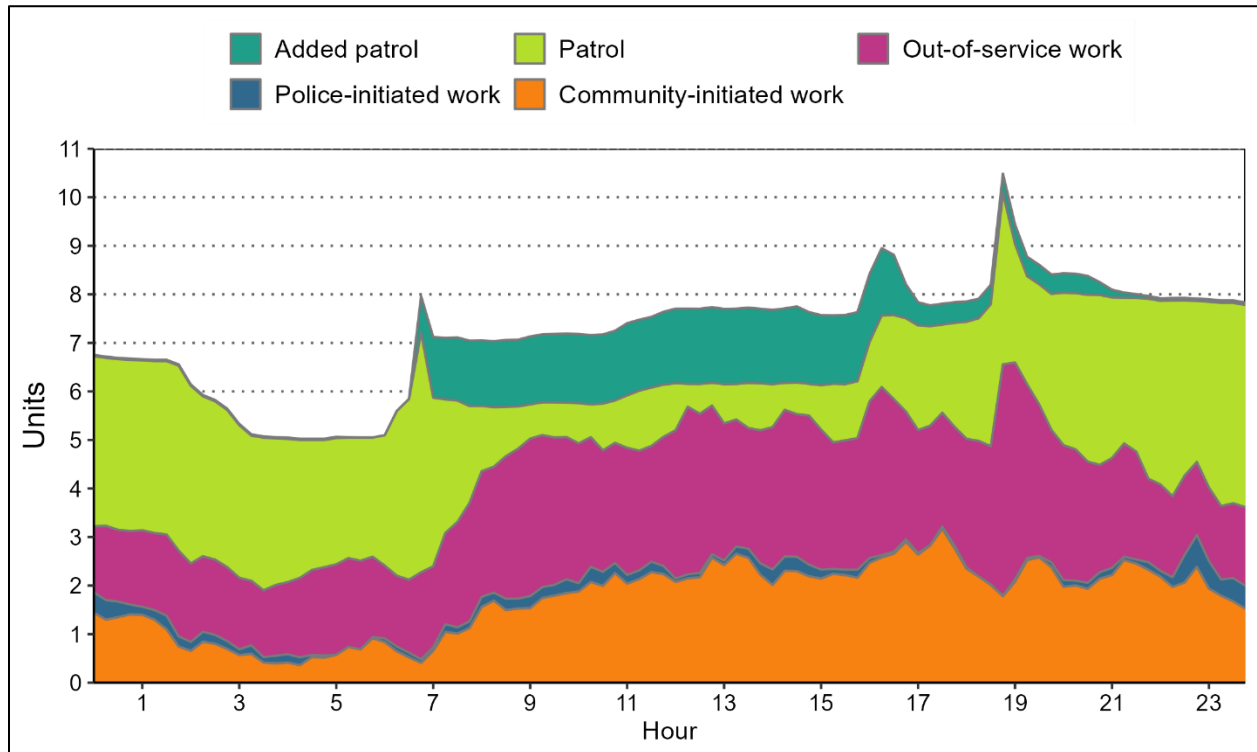
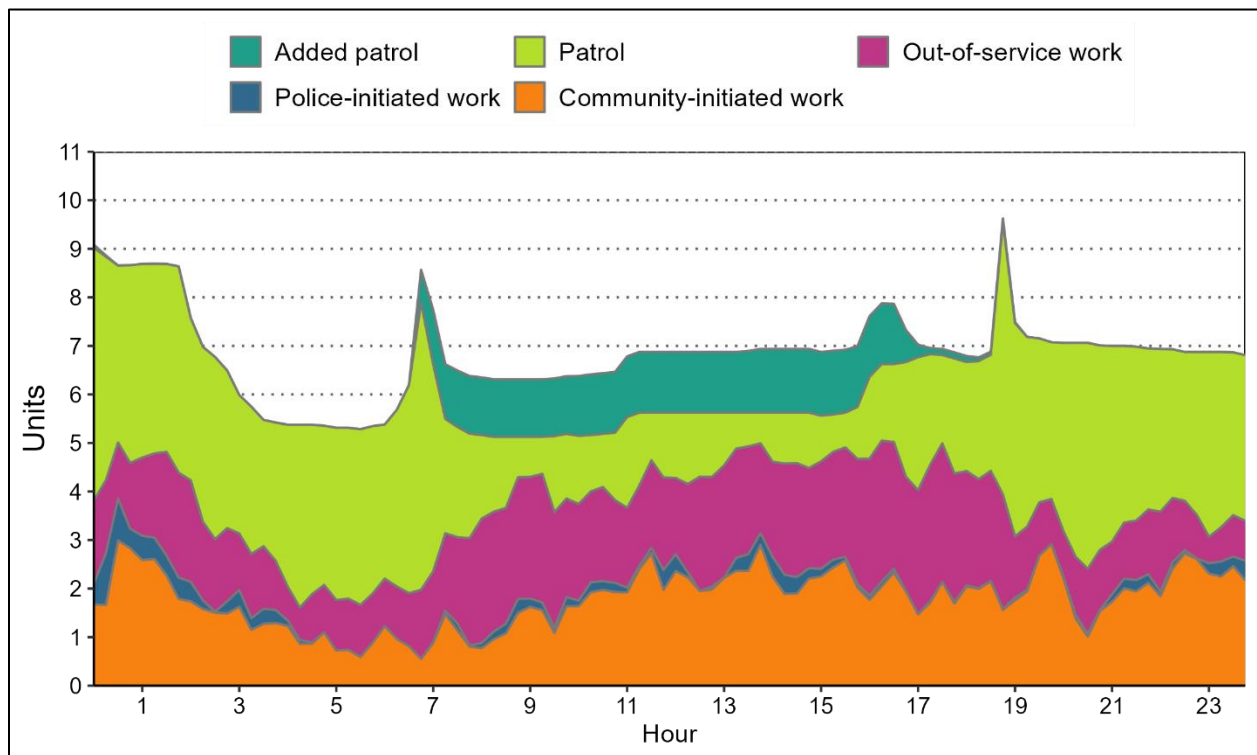


FIGURE 9-22: Deployment and All Workload, Weekends, Winter 2024



Note: Figures 9-19 to 9-22 show deployment along with all workloads from community-initiated calls and police-initiated calls, directed patrol work, and out-of-service work.

Observations:

Summer:

- Community-initiated work:
 - Average community-initiated workload was 1.8 units per hour during the week and 1.6 units per hour on weekends.
 - This was approximately 26 percent of hourly deployment during the week and 30 percent of hourly deployment on weekends.
- All work:
 - Average workload was 4.3 units per hour during the week and 3.1 units per hour on weekends.
 - This was approximately 63 percent of hourly deployment during the week and 57 percent of hourly deployment on weekends.

Winter:

- Community-initiated work:
 - Average community-initiated workload was 1.7 units per hour during the week and 1.8 units per hour on weekends.
 - This was approximately 24 percent of hourly deployment during the week and 26 percent of hourly deployment on weekends.
- All work:
 - Average workload was 4.2 units per hour during the week and 3.7 units per hour on weekends.
 - This was approximately 58 percent of hourly deployment during the week and 54 percent of hourly deployment on weekends.

FIGURE 9-23: Percentage of Workload, Weekdays, Summer 2023

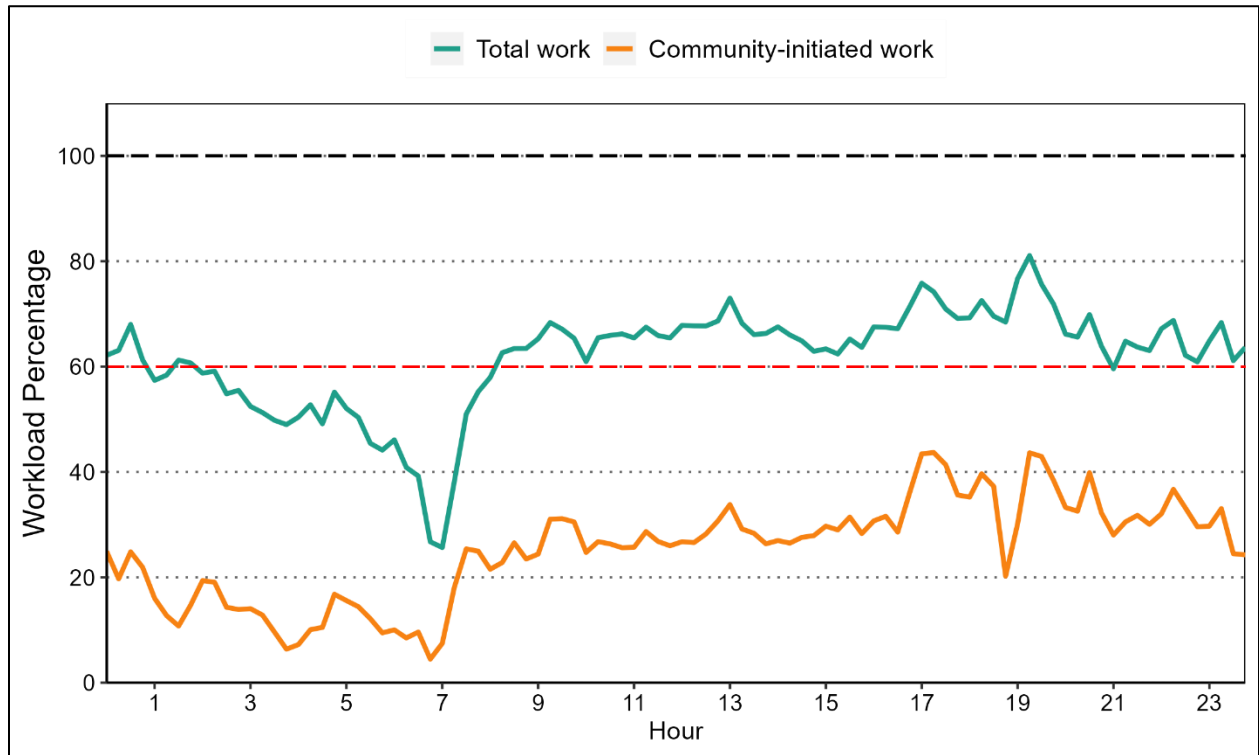


FIGURE 9-24: Percentage of Workload, Weekends, Summer 2023

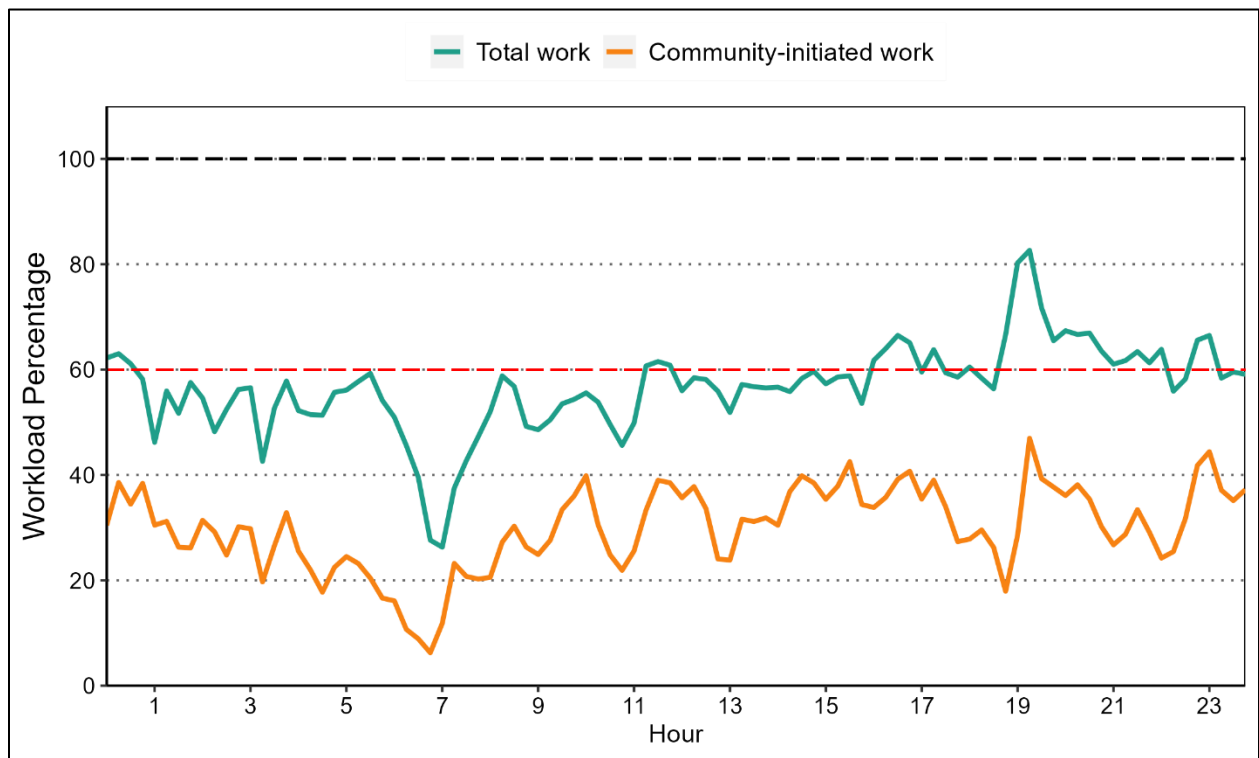
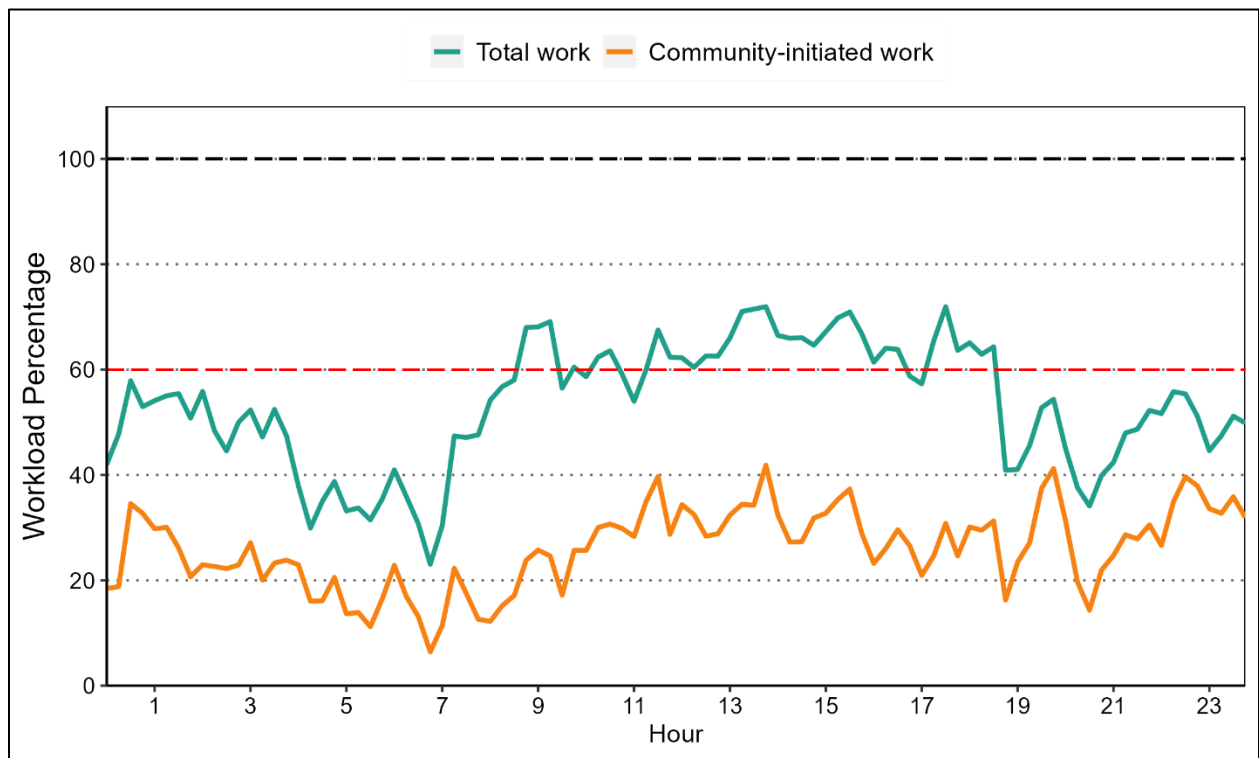


FIGURE 9-25: Percentage of Workload, Weekdays, Winter 2024



FIGURE 9-26: Percentage of Workload, Weekends, Winter 2024



Observations:

Summer:

- Community-initiated work:
 - During the week, workload reached a maximum of 44 percent of deployment between 5:00 p.m. and 5:30 p.m. and between 7:15 p.m. and 7:30 p.m.
 - On weekends, workload reached a maximum of 47 percent of deployment between 7:15 p.m. and 7:30 p.m.
- All work:
 - During the week, workload reached a maximum of 81 percent of deployment between 7:15 p.m. and 7:30 p.m.
 - On weekends, workload reached a maximum of 83 percent of deployment between 7:15 p.m. and 7:30 p.m.

Winter:

- Community-initiated work:
 - During the week, workload reached a maximum of 41 percent of deployment between 5:30 p.m. and 5:45 p.m.
 - On weekends, workload reached a maximum of 42 percent of deployment between 1:45 p.m. and 2:00 p.m.
- All work:
 - During the week, workload reached a maximum of 74 percent of deployment between 12:15 p.m. and 12:30 p.m. and between 12:45 p.m. and 1:00 p.m.
 - On weekends, workload reached a maximum of 72 percent of deployment between 1:30 p.m. and 2:00 p.m. and between 5:30 p.m. and 5:45 p.m.

RESPONSE TIMES

We analyzed the response times to various types of calls, separating the duration into dispatch processing and travel time, to determine whether response times varied by call type. Response time is measured as the difference between when a call is received and when the first unit arrives on-scene. This is further divided into dispatch processing and travel time. Dispatch processing is the time between when a call is received and when the first unit is dispatched. Travel time is the remaining time until the first unit arrives on-scene.

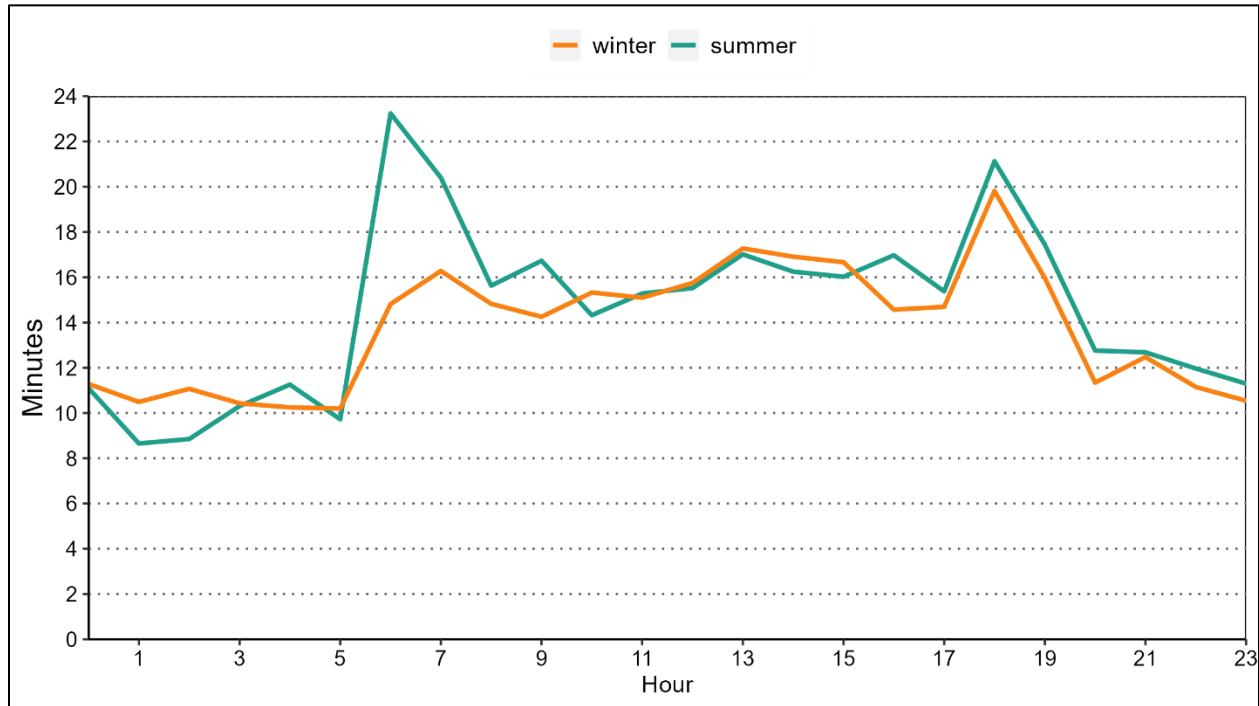
We begin the discussion with statistics that include all calls combined. We started with calls for 3,611 in summer and 3,549 calls in winter. We limited our analysis to community-initiated calls, which amounted to 3,227 calls in the summer and 3,069 calls in the winter. In addition, we removed the calls lacking a recorded arriving unit and calls outside San Luis Obispo. We were left with 2,854 calls in summer and 2,709 calls in winter for our analysis. For the entire year, we began with 23,723 calls and limited our analysis to 20,877 community-initiated calls. With similar exclusions, we were left with 18,398 calls.

Our initial analysis does not distinguish calls based on priority; instead, it examines the difference in response to all calls by time of day and compares winter and summer periods. We then present a brief analysis of response time for high-priority calls alone.

All Calls

This section looks at all calls without considering their priorities. In addition to examining the differences in response times by both time of day and season (summer vs. winter), we show differences in response times by category.

FIGURE 9-27: Average Response Time and Dispatch Processing, by Hour of Day, Summer 2023 and Winter 2024



Observations:

- Average response times varied significantly by the hour of the day.
- In summer, the longest response times were between 6:00 a.m. and 7:00 a.m., with an average of 23.2 minutes.
- In summer, the shortest response times were between 1:00 a.m. and 2:00 a.m., with an average of 8.7 minutes.
- In winter, the longest response times were between 6:00 p.m. and 7:00 p.m., with an average of 19.8 minutes.
- In winter, the shortest response times were between 4:00 a.m. and 6:00 a.m., with an average of 10.2 minutes.

FIGURE 9-28: Average Response Time by Category, Summer 2023

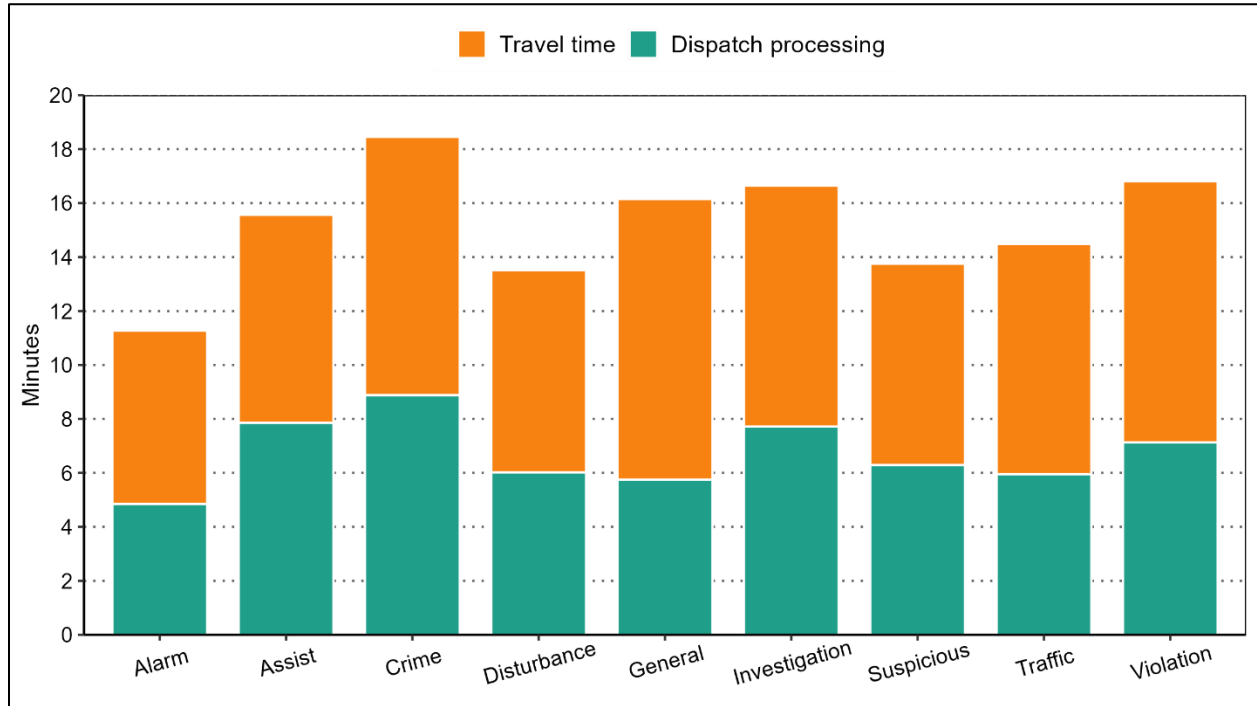


FIGURE 9-29: Average Response Time by Category, Winter 2024

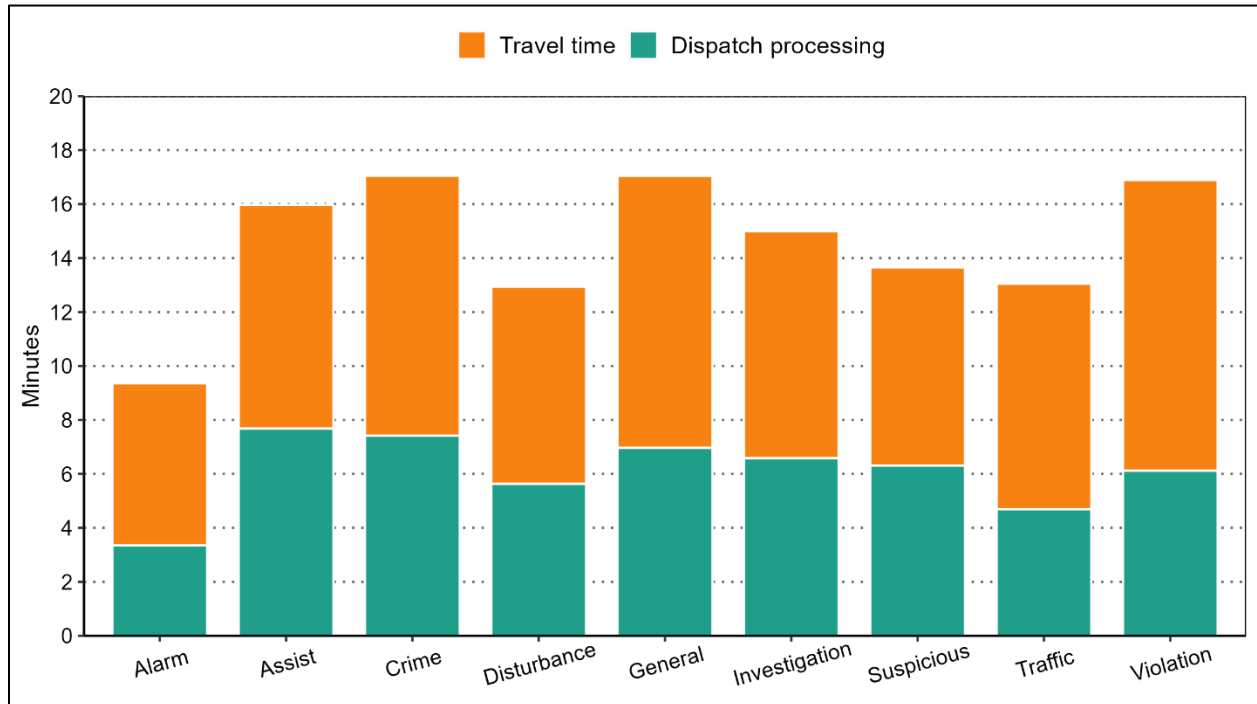


TABLE 9-16: Average Response Time Components, by Category

Category	Summer				Winter			
	Minutes			Count	Minutes			Count
	Dispatch	Travel	Response		Dispatch	Travel	Response	
Accident	5.8	8.5	14.3	104	4.4	8.5	12.9	103
Alarm	4.8	6.4	11.3	178	3.4	6.0	9.4	179
Animal call	6.1	10.7	16.8	23	4.9	9.9	14.8	13
Assist community member	8.3	8.3	16.6	158	7.7	9.0	16.7	164
Assist other agency	7.1	6.5	13.6	84	7.7	6.8	14.5	76
Crime against persons	6.8	9.1	15.9	40	7.1	7.6	14.7	52
Crime against property	9.1	9.6	18.7	390	7.5	9.9	17.4	397
Disturbance	6.0	7.5	13.5	709	5.6	7.3	12.9	712
Investigation	7.7	8.9	16.6	434	6.6	8.4	15.0	406
Mental health	4.6	5.6	10.2	7	12.9	7.5	20.4	5
Miscellaneous	5.8	13.8	19.5	8	6.7	11.5	18.3	10
Suspicious incident	6.3	7.5	13.8	387	6.3	7.3	13.7	328
Traffic enforcement	6.2	8.6	14.8	72	5.2	8.1	13.3	60
Violation	7.1	9.7	16.8	260	6.1	10.8	16.9	204
Total Average	6.9	8.3	15.2	2,854	6.2	8.2	14.4	2,709

Note: The total average is weighted according to the number of calls per category.

Observations:

- In summer, the average response time was between 11 minutes and 17 minutes.
- In summer, the average response time was as short as 11 minutes (for alarms) and as long as 18 minutes (for crimes).
- In winter, the average response time was between 9 minutes and 17 minutes.
- In winter, the average response time was as short as 9 minutes (for alarms) and as long as 17 minutes (for crimes and general noncriminal calls).
- The average response time for crimes was 18 minutes in summer and 17 minutes in winter.

TABLE 9-17: 90th Percentiles for Response Time Components, by Category

Category	Minutes in Summer			Minutes in Winter		
	Dispatch	Travel	Response	Dispatch	Travel	Response
Accident	15.4	16.3	26.1	10.3	17.5	26.4
Alarm	10.8	13.9	22.2	7.0	11.6	18.1
Animal call	11.1	20.0	30.4	9.5	15.5	18.8
Assist community member	16.7	18.2	30.2	19.9	20.9	35.0
Assist other agency	16.4	12.4	29.8	20.9	11.9	33.0
Crime against persons	16.9	31.5	47.3	13.5	14.3	24.4
Crime against property	23.6	22.5	42.7	18.5	21.9	35.3
Disturbance	13.8	15.7	28.4	13.1	14.1	25.3
Investigation	16.9	17.8	34.7	12.8	17.2	28.5
Mental health	10.6	8.3	17.9	36.0	10.8	43.7
Miscellaneous	11.2	29.8	38.6	13.9	27.4	36.6
Suspicious incident	12.7	15.1	26.0	12.9	13.9	27.9
Traffic enforcement	13.4	18.6	25.9	10.7	16.5	25.6
Violation	14.9	19.4	36.2	13.2	24.1	34.0
Total Average	16.6	17.4	32.9	13.8	17.1	28.5

Note: A 90th percentile value of 32.9 minutes means that 90 percent of all calls are responded to in fewer than 32.9 minutes. For this reason, the columns for dispatch processing and travel time may not be equal to the total response time.

Observations:

- In summer, the 90th percentile value for response time was as short as 22 minutes (for alarms) and as long as 44 minutes (for crimes).
- In winter, the 90th percentile value for response time was as short as 18 minutes (for alarms) and as long as 35 minutes (for assists).

FIGURE 9-30: Average Response Time Components, by Area

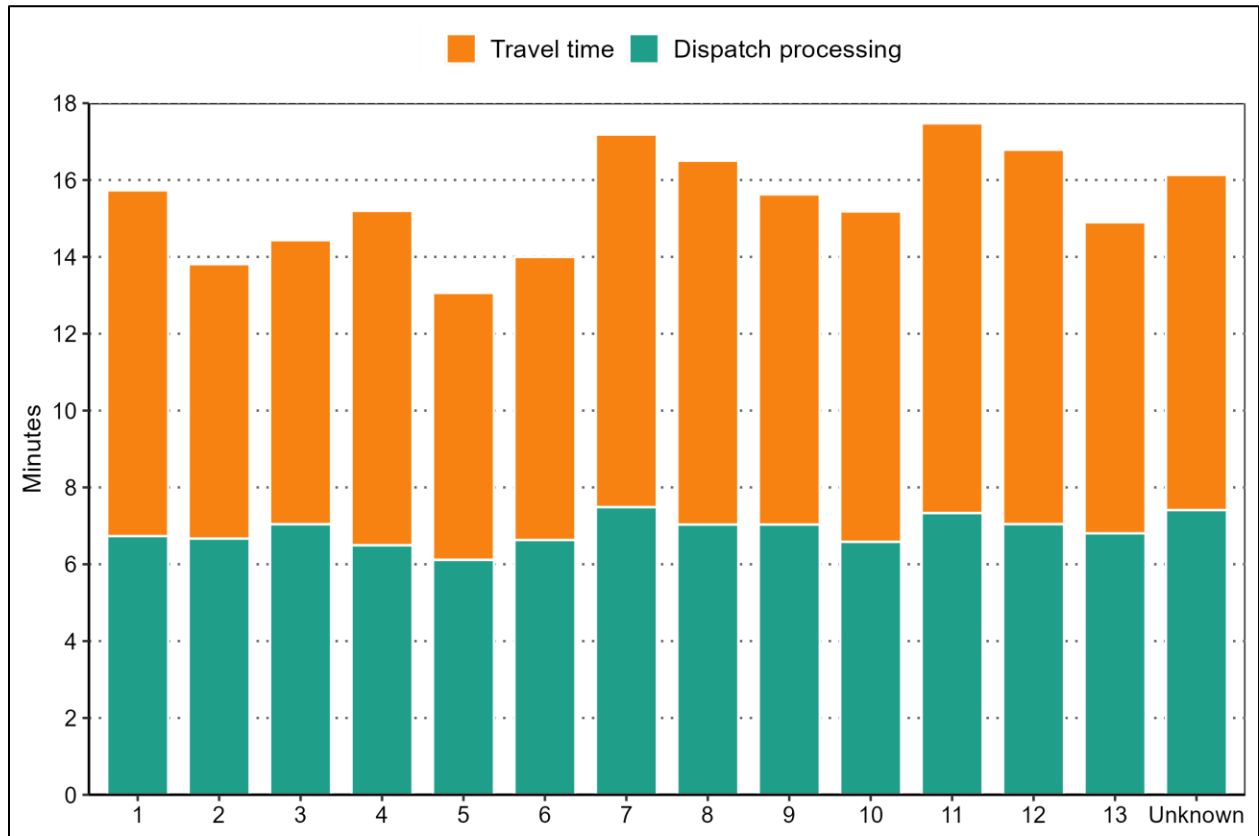


TABLE 9-18: Average Response Time Components, by Area

Area	Minutes			Calls	Sq. Miles
	Dispatch	Travel	Response		
1	6.7	9.0	15.7	1,535	1.58
2	6.7	7.1	13.8	2,062	0.54
3	7.0	7.4	14.4	675	0.38
4	6.5	8.7	15.2	109	0.36
5	6.1	6.9	13.1	3,356	0.31
6	6.6	7.4	14.0	2,331	0.66
7	7.5	9.7	17.2	1,397	1.87
8	7.0	9.5	16.5	1,082	2.23
9	7.0	8.6	15.6	1,133	0.46
10	6.6	8.6	15.2	1,358	1.63
11	7.3	10.1	17.5	810	0.58
12	7.0	9.7	16.8	761	0.89
13	6.8	8.1	14.9	1,756	2.12
Unknown	7.4	8.7	16.1	33	NA
Total	6.7	8.2	14.9	18,398	13.59

Observations:

- Area 5 had the shortest average dispatch time of 6.1 minutes.
- Area 5 had the shortest average response time of 13.1 minutes.
- Area 11 had the longest average response time of 17.5 minutes.

High-Priority Calls

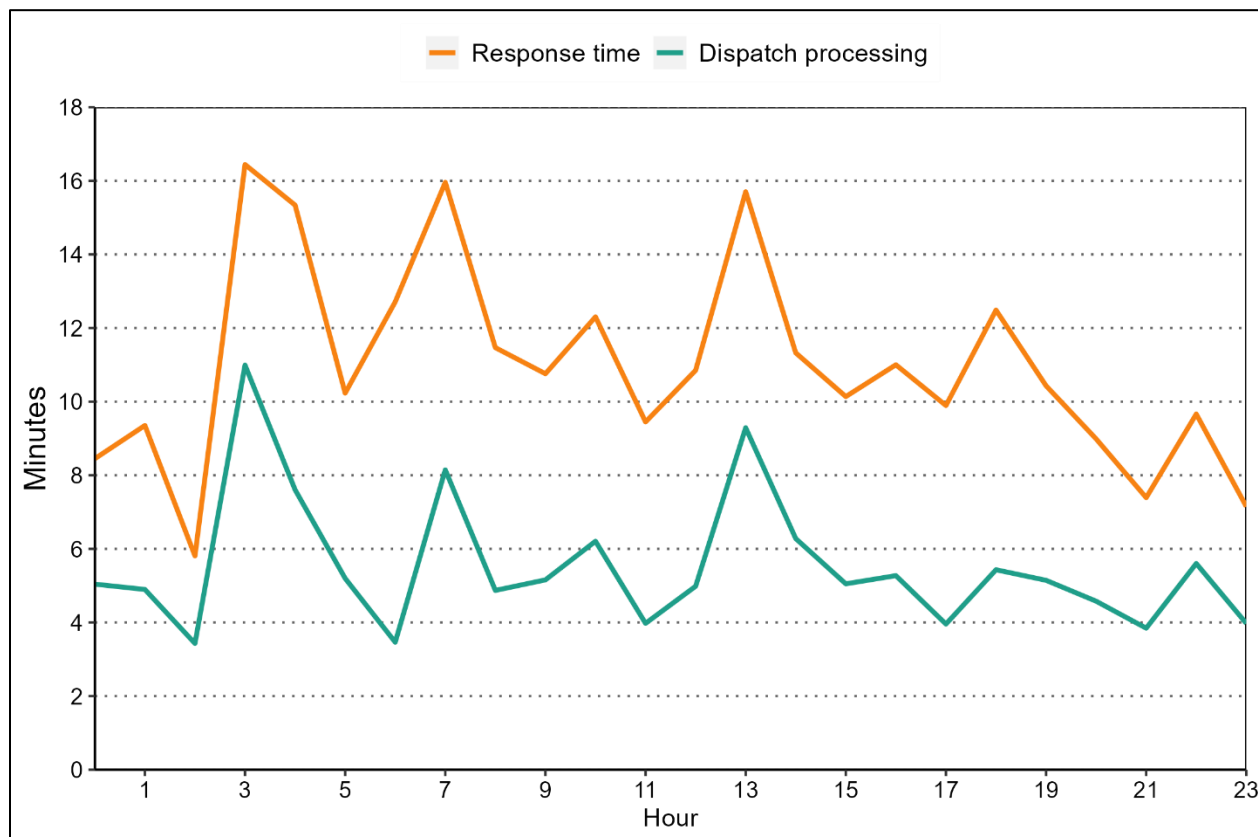
The department assigned priorities to calls with priority "*" and "1" as the highest priority. The following table shows average response times by priority. In addition, we identified injury accidents based on the call descriptions, "COLL EXTRICATIO" and "COLL INJ," to see if these provided an alternate measure for emergency calls.

TABLE 9-19: Average and 90th Percentile Response Times, by Priority

Priority	Minutes			Calls	90th Percentile Response Time, Minutes
	Dispatch	Travel	Response		
*	1.8	5.1	6.8	66	11.8
1	5.7	5.5	11.2	527	24.3
2	4.3	6.0	10.4	2,051	19.0
3	6.4	7.7	14.1	6,719	27.6
4	7.6	9.1	16.6	8,384	34.8
5	8.4	10.5	19.0	651	44.3
Total	6.7	8.2	14.9	18,398	30.6
Injury accident	2.4	4.4	6.8	123	10.5

Note: The total average is weighted according to the number of calls within each priority level.

FIGURE 9-31: Average Response Times and Dispatch Processing for High-priority Calls, by Hour



Observations:

- High-priority calls had an average response time of 10.8 minutes, lower than the overall average of 14.9 minutes for all calls.
- Average dispatch processing was 5.3 minutes for high-priority calls, compared to 6.7 minutes overall.
- For high-priority calls, the longest response times were between 3:00 a.m. and 5:00 a.m., with an average of 16.4 minutes.
- For high-priority calls, the shortest response times were between 11:00 p.m. and 1:00 a.m., with an average of 7.1 minutes.
- Average response time for injury accidents was 6.8 minutes, with a dispatch processing of 2.4 minutes.

APPENDIX A: CALL TYPE CLASSIFICATION

Call descriptions for the department's calls for service from July 1, 2023, to June 30, 2024, were classified into the following categories.

TABLE 9-20: Call Type, by Category

Call Type Description	Table Category	Figure Category
ALARM AUDIBLE	Alarm	Alarm
ALARM FIRE		
ALARM SILENT		
ALARM WATERFLOW		
ASSIST REQ	Assist community member	
KEEP THE PEACE		
PUBLIC ASSIST		
ASSIST O FIRE	Assist other agency	Assist
ASSIST O POLICE		
FIRE ELECTRICAL		
FIRE FLAMES		
FIRE ILL BURN		
FIRE LG TRASH		
FIRE RPTED OUT		
FIRE SM TRASH		
FIRE STRUCTURE		
FIRE VEHICLE		
FIRE WILDLAND		
FIRE WILDLAND L		
GAS OUTSIDE		
HAZMAT SMALL		
LEAKING HYDRANT		
MEDICAL		
MEDICAL ARREST		
MEDICAL SPECIAL		
PUBLIC WORKS		
SMOKE CHECK OUT		
CRIME AGAINST PERSONS*	Crime against persons	Crime
ARSON	Crime against property	
ATTEMPT THEFT		
BURG COM		
BURG RES		
BURG VEHICLE		
CONTROLLED NARC		
EMBEZZLEMENT		
FRAUD		

Call Type Description	Table Category	Figure Category	
GRAFFITI			
PROPERTY DAMAGE			
PROWLER			
THEFT			
THEFT-VEHICLE			
TRESPASSING			
VANDALISM			
VANDALISM IP			
COMMUNITY MEMBER DISPUTE	Disturbance	Disturbance	
DISORDERLY			
FIREWORKS			
JUVENILE PROB			
LOITERING			
NOISE 2ND RESP			
NOISE OTHER			
NOISE PARTY			
NOISE POLICE	Animal call	General noncriminal	
PROTEST			
ANIMAL PROBLEM			
MENTAL ASSIST			Mental health
MENTAL SUBJ			
SUICIDE ATTEMPT			
COMMUNICATIONS			Miscellaneous
INFORMATION			
TOWED VEHICLE			
WARRANT	Warrant (or) arrest		
9-1-1 ABANDON	Investigation	Investigation	
ABAND VEHICLE			
ATTEMPT-LOCATE			
CUSTODIAL INT.			
DECEASED SUBJ			
ELECTRICAL HAZ			
FOUND PROPERTY			
IN PROGRESS			
LOST PROPERTY			
MISSING PERSON			
PROBATION SEARC			
RECOVERED VEH			
WELFARE CHECK			
SUSPICIOUS	Suspicious incident	Suspicious incident	
COLL EXTRICATIO	Accident	Traffic	
COLL FREEWAY			

Call Type Description	Table Category	Figure Category
COLL HIT AND RU		
COLL INJ		
COLL NON INJ		
COLL PED/BIKE		
DUI	Traffic enforcement	
TRAFFIC HAZARD		
TRAFFIC OFFENSE		
TRAFFIC STOP	Traffic stop	
ALCOHOL OFFENSE	Violation	Violation
LITTERING		
MC-ALCOHOL		
MC-CAMPING		
MC-LOITERING		
MC-PANHANDLING		
MC-SLEEPING		
MC-SMOKING		
MC-SOLICITING		
MUNI CODE VIOL		
PARKING PROBLEM		
PARTY REG		
POSTING VEHS		
PROBATION VIOL		
WEAPON OFFENSE		

Note: * The "crime against persons" category includes the following original call descriptions: "assault in progress (assault ip)," "assault," "bomb threat," "carjacking," "child abuse," "domestic violence in progress (domestic vio ip)," "domestic violence (domestic viol)," "elder abuse/neglect (elder abuse/neg)," "homicide," "kidnapping," "robbery in progress (robbery ip)," "robbery," "resisting," "sex offense," and "threatening."

APPENDIX B: UNIFORM CRIME REPORT INFORMATION

This section presents information obtained from Uniform Crime Reports (UCR) collected by the Federal Bureau of Investigation (FBI) and the California Department of Justice's Open Justice Data Portal. The tables and figures include the most recent information that is publicly available at the national level. This includes crime reports for 2014 through 2023, along with clearance rates for 2022 and 2023. Crime rates are expressed as incidents per 100,000 population.

TABLE 9-21: Reported Crime Rates in 2022 and 2023, by City

Municipality	State	2022				2023			
		Population	Crime Rates			Population	Crime Rates		
			Violent	Property	Total		Violent	Property	Total
Atascadero	CA	30,226	390	1,403	1,793	30,323	214	999	1,214
Goleta	CA	32,296	152	1,657	1,808	32,503	172	1,449	1,621
Hollister	CA	42,681	323	806	1,129	42,547	343	879	1,222
Lompoc	CA	43,654	499	1,936	2,435	43,591	484	1,762	2,246
Paso Robles	CA	30,906	317	1,695	2,013	30,792	403	1,598	2,001
Porterville	CA	62,653	487	2,086	2,573	62,508	445	2,070	2,515
Santa Barbara	CA	85,847	480	2,152	2,631	85,382	611	1,815	2,427
Santa Cruz	CA	62,809	712	3,544	4,256	62,929	655	2,390	3,045
Santa Maria	CA	109,348	650	2,780	3,430	109,687	617	2,367	2,984
Santa Paula	CA	31,118	328	1,102	1,430	31,400	382	847	1,229
Seaside	CA	32,390	417	1,216	1,633	30,187	434	831	1,265
San Luis Obispo	CA	47,394	563	3,682	4,245	48,249	526	2,628	3,154
California		39,114,785	500	2,343	2,843	39,109,070	511	2,273	2,784
National		332,403,650	380	1,954	2,334	NA			

Note: National crime statistics are not yet available for 2023. The FBI usually reports these statistics in late September or early October of the following year. We used population estimates from the State of California's Department of Finance.

FIGURE 9-32: Reported San Luis Obispo Violent and Property Crime Rates, by Year

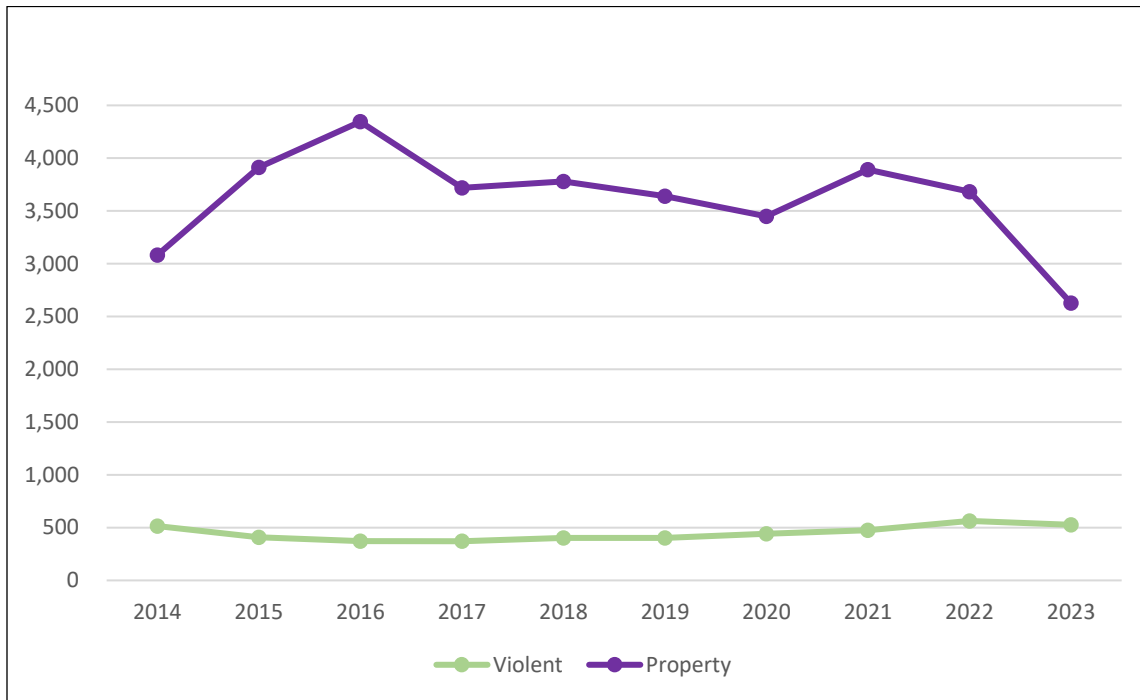


FIGURE 9-33: Reported San Luis Obispo and California Crime Rates, by Year

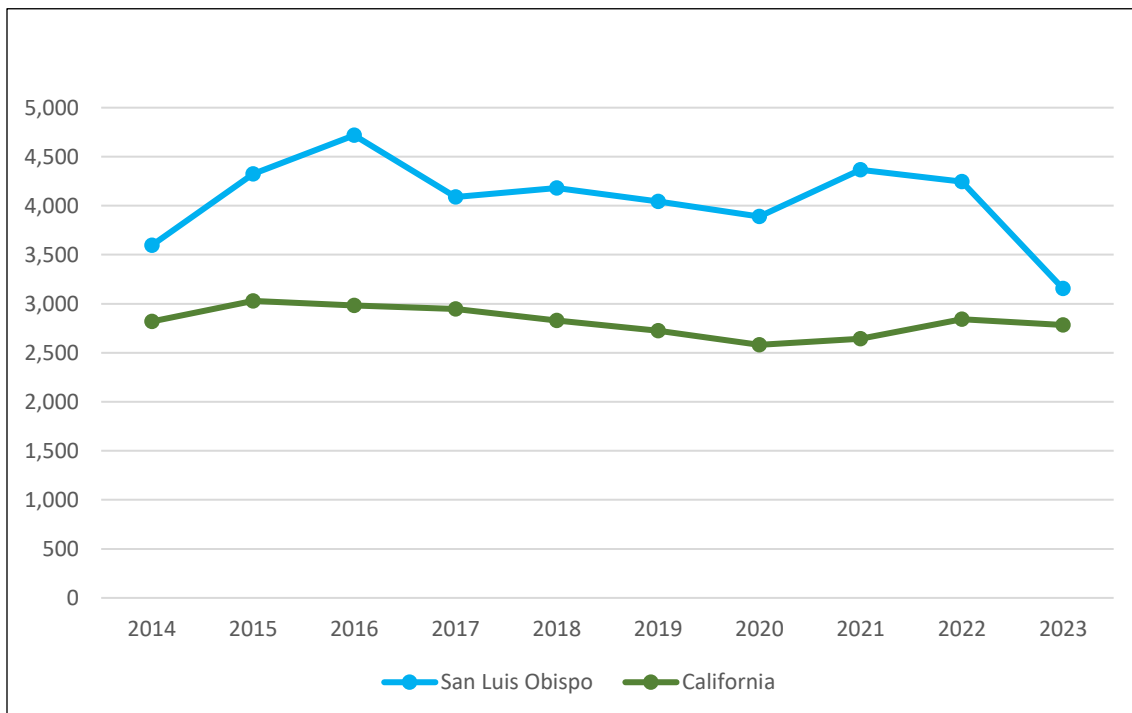


TABLE 9-22: Reported San Luis Obispo, California, and National Crime Rates, by Year

Year	San Luis Obispo				California				National			
	Population	Violent	Property	Total	Population	Violent	Property	Total	Population	Violent	Property	Total
2014	46,672	514	3,083	3,597	38,970,399	389	2,430	2,819	324,699,246	357	2,464	2,821
2015	47,116	410	3,914	4,323	39,315,550	424	2,605	3,029	327,455,769	368	2,376	2,744
2016	47,774	373	4,345	4,718	39,421,283	443	2,541	2,984	329,308,297	383	2,353	2,736
2017	47,934	371	3,718	4,089	39,536,653	449	2,497	2,946	325,719,178	383	2,362	2,745
2018	47,885	401	3,778	4,179	39,557,045	447	2,380	2,828	327,167,434	369	2,200	2,568
2019	47,735	402	3,641	4,043	39,959,095	434	2,290	2,724	328,239,523	379	2,010	2,489
2020	46,986	441	3,448	3,888	39,538,223	442	2,139	2,581	331,449,281	399	1,958	2,357
2021	47,326	475	3,892	4,368	39,368,613	466	2,178	2,645	332,031,554	396	1,933	2,329
2022	47,394	563	3,682	4,245	39,114,785	500	2,343	2,843	332,403,650	380	1,954	2,334
2023	48,249	526	2,628	3,154	39,109,070	511	2,273	2,784	NA			

Note: National crime statistics are not yet available for 2023.

TABLE 9-23: Reported San Luis Obispo, California, and National Crime Clearance Rates, 2022

Crime	San Luis Obispo			California			National		
	Crimes	Clearances	Rate	Crimes	Clearances	Rate	Crimes	Clearances	Rate
Murder Manslaughter	0	0	NA	2,206	1,294	59%	21,797	10,752	49%
Rape	38	2	5%	14,346	3,970	28%	132,997	27,856	21%
Robbery	40	22	55%	47,669	13,356	28%	215,760	51,930	24%
Aggravated Assault	189	96	51%	128,798	60,502	47%	756,601	334,405	44%
Burglary	254	25	10%	143,429	14,348	10%	916,970	125,838	14%
Larceny	1,372	96	7%	577,733	12,817	2%	4,947,709	633,098	13%
Vehicle Theft	119	16	13%	181,815	37,846	21%	953,827	87,140	9%

TABLE 9-24: Reported San Luis Obispo and California Crime Clearance Rates, 2023

Crime	San Luis Obispo			California		
	Crimes	Clearances	Rate	Crimes	Clearances	Rate
Murder Manslaughter	0	0	NA	1,892	1,166	62%
Rape	32	4	13%	13,723	3,685	27%
Robbery	44	29	66%	49,177	13,943	28%
Aggravated Assault	178	102	57%	135,046	61,055	45%
Burglary	181	32	18%	132,574	13,168	10%
Larceny	997	125	13%	560,414	11,042	6%
Vehicle Theft	90	19	21%	195,853	45,464	8%

Note: National crimes and clearances are not yet available for 2023.

APPENDIX C: CALLS EXCLUDED FROM THE STUDY

According to records obtained from the CAD system, the San Luis Obispo Police Department was associated with 34,658 calls from July 1, 2023, through June 30, 2024. 24,680 events were recorded with at least one patrol unit. In other words, 9,978 calls were excluded from our analysis.

- 86 calls had no unit assigned.
- 9,863 calls were responded to by the department's non-patrol units.
- 29 calls had recorded patrol units but lacked adequate unit statuses or timestamps.

TABLE 9-25: All Excluded Calls

Summary of Calls Excluded	Count	Percentage
No dispatched units	86	1%
Only nonpatrol units responded	9,863	99%
Inaccurate unit time stamps	29	0%
Total	9,978	100%

The following table shows the descriptions of these calls without units.

TABLE 9-26: Calls Without Units, By Description

Call Type Description	Count	Cumulative Percentage
Parking Problem	35	41%
9-1-1 ABANDON	14	57%
Towed Vehicle	8	66%
ABAND VEHICLE	5	72%
Welfare Check	5	78%
Alarm Audible	3	81%
Suspicious	3	85%
Other*	13	100%
Total	86	100%

Note: *These 13 calls include an additional 11 different call descriptions. Within this group, the most frequent type accounts for less than 1 percent of the total 86 calls.

9,863 calls were handled by nonpatrol units only. The following table summarizes the most frequent call descriptions. Table 9-28 focuses on the types of nonpatrol units that responded to these calls.

TABLE 9-27: Calls with Only Nonpatrol Units, By Description

Call Type Description	Count	Cumulative Percentage
9-1-1 ABANDON	3,903	40%
ABAND VEHICLE	1,023	50%
Towed Vehicle	633	56%
Noise Party	596	62%
Traffic Offense	465	67%
Assist Req	388	71%
Information	303	74%
Public Works	283	77%
Suspicious	226	79%
Parking Problem	207	81%
Welfare Check	143	83%
Alarm Audible	140	84%
COLL NON INJ	138	86%
Disorderly	125	87%
Trespassing	117	88%
Loitering	93	89%
Traffic Hazard	81	90%
Other*	999	100%
Total	9,863	100%

Note: *These 999 calls include an additional 67 different call descriptions. Within this group, the most frequent type accounts for less than 1 percent of the total 9,863 calls.

The 9,863 calls with a responding nonpatrol unit included 10,155 responding units (responses). The following table summarizes the responding units grouped by unit type. The column "unit count" indicates the number of distinct units of each type included in this count.

TABLE 9-28: Calls with Only Nonpatrol Units, By Unit Type

Unit Type	Responses	Unit Count	Percent
Dispatcher	6,928	12	68%
Chaplain	702	2	75%
Metro Bicycle Officer	659	3	82%
Dispatcher Supervisor	571	2	87%
Motor Officer	446	3	92%
CANCEL	222	1	94%
Captain	204	1	96%
Detective	125	5	97%
Mislabeled Unit ID	74	4	98%
Non-Patrol Sergeant	63	2	98%
School Resource Officer	59	1	99%
Trainee	59	2	100%
Narcotics Officer	22	1	100%
Lieutenant	19	3	100%
Chief	2	1	100%
Total	10,155	43	100%

END



Notice Requesting Proposals for a Police Staffing Assessment

The City of San Luis Obispo is requesting proposals for professional consulting services to work with the Police Department to perform a comprehensive staffing assessment.

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 February 26, 2024 at 3 pm.

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. Please contact Brian Amoroso, Deputy Chief, at bamoroso@slocity.org with any questions.

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



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A. INTRODUCTION

The San Luis Obispo Police Department has 95 full time employees (61 sworn positions and 34 civilian positions) and serves a community of approximately 47,000 residents. San Luis Obispo is the County seat and is also home to Cal Poly University. The day-time population increases to an estimated 90,000 due to tourism and individuals that work in the city but live outside of the city limits.

The San Luis Obispo Police Department is seeking proposals for a qualified consultant, with expertise in law enforcement operations, to conduct a comprehensive staffing assessment. The department provides the highest quality of service in partnership with our community to reduce the effects of crime through enhanced Community Policing strategies. The staffing study will assess the effectiveness of Police Department operations with regard to resources and identify the appropriate level of staffing needed to respond efficiently to emergencies, investigate crime, provide critical emergency response, and proactively reduce crime. In addition, the assessment will also consider future growth impacts and the level of service that will be required to provide ongoing effective police services to the community.

B. SCOPE OF WORK

Key components of the staffing assessment must include:

1. Assess current sworn and professional (civilian) staff levels. Evaluate the adequacy of staffing levels for current workload and meeting the Police Department's goals without limiting or reducing levels of service or requiring excessive overtime work. Consider existing schedules, time for training, professional development, legal mandates, time off, lost time from illness, injuries, and attrition.
2. Provide a structured and defensible methodology for Police Department staff to use in projecting future staffing needs.
3. Recommend staffing levels that will allow the Police Department to maintain or increase its current high levels of service, including responding to all crimes and requests for service; maintaining robust crime prevention and community service programs, investigation and forensic crime scene evidence collection, crime suppression, and other services currently offered by the Police Department.
4. Analyze the impact on staffing levels and calls for service resulting from current and future City plans for economic development, future annexations and new housing developments.
5. Wherever possible, use existing data for the analysis, such as the City's General Plan and other published planning documents, crime statistics, payroll and overtime work records, and computer-aided dispatch data. The San Luis Obispo Police Department staff will help provide historical data from the agency's computer systems and other City sources.
6. Use a compilation of community-oriented policing, predictive policing, and data driven policing strategies. Assess efficiencies of calls for service. Assess community-policing efforts as an on-going strategy; leverage the performance and evaluative processes in place, verifying the current effectiveness and efficiencies of the agency.

7. Conduct interviews with stakeholders, including, City management and Police Department staff, to assess goals, expectations, and perceived workload levels. May be required to solicit additional public input from other sources as well.

The final work product will be a formal report and presentation to the City Council during a regular meeting with key policy questions and options clearly identified.

C. PROJECT SCHEDULE

Preliminary Schedule	Tasks
January 17, 2024	<ul style="list-style-type: none"> • Release RFP
February 15, 2024	<ul style="list-style-type: none"> • Proposals due via BidSync
February 19, 2024	<ul style="list-style-type: none"> • Internal Proposal Reviews
February 26, 2024	<ul style="list-style-type: none"> • Award Contract & Project Implementation

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 (Contractor) 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 [Contractor/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 B (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 subcontractors 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 (Contractor) 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 supplies or services identified in this specification will be used by the City for the term of the contract. The prices quoted for these items must be valid for the entire period indicated above unless otherwise conditioned by the proposer in its proposal.

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. 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. **Contractor Invoices.** The Contractor 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 a reasonable timeframe, unless otherwise negotiated with City by mutual agreement.
13. **Change in Work.** The City reserves the right to change quantities of any item after contract award. If the total quantity of any changed item varies by 25% or less, there shall be no change in the agreed upon unit price for that item. Unit pricing for any quantity changes per item in excess of 25% shall be subject to negotiation with the Contractor.
14. **Submittal of References.** Each proposer shall submit a statement of qualifications and references on the form provided in the RFP package.
15. **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.

F. 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.
- 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. Detailed schedule by task and sub-task for completing the work.
- j. Estimated hours for your staff in performing each phase and task of the work, including sub-consultants, so we can clearly see who will be doing what work, and how much time it will take.
- k. Detailed budget by task and sub-task for completing the work.
- l. Services or data to be provided by the City.
- m. Services and deliverables provided by the Consultant(s).
- n. Any other information that would assist us in making this contract award decision.
- o. Description of assumptions critical to development of the response which may impact cost or scope.

Requested Changes to Terms and Conditions

- p. ***The City desires to begin work soon after selecting the preferred Consultant Team 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 bidder.

Proposal Length

- q. 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. Creativity of the proposed approach in completing the work.
 - f. Value
 - g. Writing skills.
 - h. References.
 - i. Background and experience of the specific individuals managing and assigned to this project.
 - j. 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 contractor, 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 a preliminary schedule for proposal review and contract award:

a. Release RFP	1/17/24
b. Proposals are due via BidSync	2/15/24
c. Proposal Review	by 2/19/24
d. Award Contract	by 2/26/24

4. **Ownership of Materials.** All original drawings, plan documents and other materials prepared by or in possession of the Contractor 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 Contractor 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 Contractor 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 Contractor is required to furnish in limited quantities as part of the work or services under these specifications, the Contractor shall

provide such additional copies as are requested, and City shall compensate the Contractor for the costs of duplicating of such copies at the Contractor's direct expense.

7. **Required Deliverable Products.** The Contractor 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 Contractor and, where necessary, the Contractor 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 Contractor at up two public meetings to present and discuss its findings and recommendations. Contractor 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 subcontractors 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 subcontractors 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, Contractor shall immediately notify the City in writing, and the Contractor and all subcontractors 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 contractor'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 I: 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; and agrees to perform the specified work for the following cost quoted in full:

BID ITEM:

Total Base Price	
Sales tax []	
Other	
TOTAL	\$

Delivery of equipment to the City to be within _____ calendar days after contract execution and written authorization to proceed.

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

H. EXHIBIT A : FORM OF AGREEMENT

**CITY OF SAN LUIS OBISPO AGREEMENT
PROFESSIONAL SERVICES**

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

WITNESSETH:

WHEREAS, the City wants to hire a consultant to develop a comprehensive staffing study for the Police Department (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, until acceptance and completion of said Services.
2. **INCORPORATION BY REFERENCE.** [Title of City’s RFP/RFQ/IFB] and Consultant’s proposal dated [date] 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 in a sum of [_____]
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. 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 DocuSign Envelope ID: F0BEE24F-70C5-414A-A197-4CE0753C3B40 17 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 DocuSign Envelope ID: F0BEE24F-70C5-414A-A197-4CE0753C3B40 18 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.
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: Police Department
City of San Luis Obispo
1042 Walnut Street
Attention: Brian Amoroso, Deputy Chief

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 DocuSign Envelope ID: F0BEE24F-70C5-414A-A197-4CE0753C3B40 20 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

By: Rick Scott
Its: Chief of Police

CONSULTANT

By: [Name]
Its: [Title]

APPROVED AS TO FORM:

By: J. Christine Dietrick, City Attorney

EXHIBIT B

Insurance Requirements – Standard Professional Services

The Contractor 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 the Contractor, its agents, representatives, employees or subcontractors.

Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit of \$2,000,000.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, official, employees, agents or volunteers.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Verification of Coverage. Contractor shall furnish the City with a certificate of insurance showing maintenance of the required insurance coverage. Original endorsements effecting general liability and automobile liability coverage required by this clause must also be provided. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences.

Proposal for

Police Staffing Assessment, Solicitation No. 2401-001

City of San Luis Obispo

February 26, 2024, 3:00 p.m. PST



CPSM[®]

CENTER FOR PUBLIC SAFETY MANAGEMENT, LLC
475 K STREET NW, SUITE 702 • WASHINGTON, DC 20001
WWW.CPSM.US • (616) 813-3782

ICMA

Exclusive Provider of Public Safety Technical Services for
International City/County Management Association



Center for Public Safety Management, LLC

February 26, 2024

Chief Rick Scott
Department of Finance,
City of San Luis Obispo
990 Palm Street, San
Luis Obispo, CA, 93401.

Submitted electronically via: [BidSync.com](https://www.bidsync.com)

Chief Rick Scott:

Response to Bid 2401-001, Police Staffing Assessment

The *Center for Public Safety Management, LLC (CPSM)*, as the exclusive provider of public safety technical assistance for the International City/County Management Association (ICMA), is pleased to submit this proposal to the City of San Luis Obispo for a comprehensive analysis of its police operations.

We are providing two prices: one for a data-based analysis of staffing and the second for the comprehensive staffing and operational analysis with recommendations that would normally be included in a strategic plan (short and long term). The operational analysis can also feed into demands for future facilities.

The CPSM approach is unique and more comprehensive than ordinary accreditation or competitor studies.

In general, our analysis involves the following major outcomes:

- Conducting a forensic data analysis to identify actual workload and locations of incidents that will create a picture of the as-is condition of service delivery and service demands. We will look at all facets of the department to establish workloads and service demands.
- Identifying and recommending appropriate staffing and deployment levels for every discrete operational and support function for policing.
- Examining the department’s organizational structure and culture.
- Performing gap analysis, comparing the as is state of the department to the industry’s best practices.
- Recommending a management framework to ensure accountability, increased efficiency, enhanced safety for responders and the community, and improved performance.
- Determining staffing analysis using workload and performance using research conducted by ICMA, IPMA-HR, CALEA, and CPSM.

Chief Rick Scott
February 26, 2024
Page 2 of 2

We understand that Jacob Green & Associates is in the final stages of completing a strategic plan for the Police Department and one of the objectives identified in that process is to conduct a staffing assessment. The SLOPD has 91 FTEs, 61 sworn, and 30 civilian, which includes dispatch. While the city demographics have changed considerable, especially population, staffing has remained at the same levels. Open positions have not been filled in some time, like many similarly challenged departments across the United States.

Our first deliverable is to conduct a forensic analysis of workload with information gleaned from the Computer Aided Dispatch (CAD) system. That forms the basis for an operational review by our team of experts, which will look at all facets of the organization with recommendations that can be included in a short- and long-term strategic plan.

This proposal is specifically designed to provide the local government with a thorough and unbiased analysis of emergency services in your community. We have developed a unique approach by combining the experience of dozens of emergency services subject matter experts. The team assigned to the project will have hundreds of years of practical experience managing emergency service agencies; a record of research, academic, teaching and training, and professional publications; and extensive consulting experience from hundreds of projects completed for municipalities nationwide.

The team we assemble for you will be true subject matter experts with hands-on emergency services experience, not research assistants or interns.

CPSM has built upon nearly 40 years of research by ICMA and other academic researchers to develop the **CPSM Data Analytic Report™**. While other firms conduct interviews, charettes, and other intelligence gathering, only CPSM combines those processes by forensically analyzing and reporting an agency's workload and performance which incorporates metrics for future analysis of deployment change. CPSM and ICMA developed the "60% rule" that was authored by one of our subject matter experts which serves as one more benchmark for staffing of police agencies and is often cited by CALEA as a best practice. That report is currently being updated by CPSM's current team of researchers.

ICMA has provided direct services to local governments worldwide for almost 100 years, which has helped to improve the quality of life for millions of residents in the United States and abroad. My colleagues at CPSM and I greatly appreciate this opportunity and would be pleased to address any comments you may have. I will be the authorized signatory on any documents and can be reached at (616) 813-3782 or via email at twieczorek@cpsm.us.

Sincerely,



Thomas J. Wieczorek
Director
Center for Public Safety Management, LLC

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1 Submittal Forms

1.1 Proposal Submittal Summary

City of San Luis Obispo

Bid 2401-001

Section I: PROPOSAL SUBMITTAL FORM - *Sample*

The undersigned declares that she or he has carefully examined [Bid 2401-001] which is hereby made a part of this proposal; is thoroughly familiar with its contents; is authorized to represent the proposing firm; and agrees to perform the specified work for the following cost quoted in full:

BID ITEM:

Total Base Price	\$78,157
Sales tax []	
Other	\$7,500
TOTAL	\$85,657


Delivery of equipment to the City to be within _____ calendar days after contract execution and written authorization to proceed.

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

Firm Name and Address

Center for Public Safety Management, LLC	
475 K Street NW, Suite 702	
Washington, DC 20001	
Contact	Thomas Wieczorek, Director
Phone	(616) 813-3782

Signature of Authorized Representative

	Date 02/20/2024
---	-----------------

1.2 Certificate of Insurance



CENTFOR-04

MDICELLO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/16/2024

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

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

PRODUCER Clements Worldwide 1220 L St. NW Suite 1200 Washington, DC 20005	CONTACT NAME: _____
	PHONE (A/C, No, Ext): (202) 872-0060 FAX (A/C, No): _____ E-MAIL ADDRESS: Info@Clements.com
INSURED Center for Public Safety Manag Leonard A. Matarese 475 K Street, NW, Suite 702 Washington, DC 20001	INSURER(S) AFFORDING COVERAGE: _____ NAIC #: _____
	INSURER A : Lloyds of London
	INSURER B : Hartford 22357
	INSURER C : _____
	INSURER D : _____
	INSURER E : _____

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR			PSL0839648203	5/5/2023	5/5/2024	EACH OCCURRENCE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC OTHER: _____						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PSL0839648203	5/5/2023	5/5/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ Deductible \$ 2,500
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ _____						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			30WBCCQ4108	5/5/2023	5/5/2024	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liabil			PSL0839648203	5/5/2023	5/5/2024	Prof Liability \$ 2,000,000

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

Commercial GL/PL is covered under CFC who holds an A.M. Best rating of A+
 Workers Compensation is covered under Hartford who holds an A.M. Best rating of A+

CERTIFICATE HOLDER _____ Proof of Coverage	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. _____ AUTHORIZED REPRESENTATIVE
---	---

1.3 References

REFERENCES

Number of years engaged in providing the services included within the scope of the specifications under the present business name: 10 years.

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	City of Little Rock, Arkansas
Contact Name	Assistant Chief Heath Helton
Telephone & Email	(501) 371-4621, hhelton@littlerock.gov
Street Address	500 W Markham St.
City, State, Zip Code	Little Rock, AR 72201
Description of services provided including contract amount, when provided and project outcome \$87,850 Completed 05/22	<p>CPSM conducted a comprehensive assessment of the Little Rock Police Department's operations. Our analysis covered all aspects of the department's operations, with particular focus on identifying appropriate department staffing given the workload, community demographics, and crime levels; effectiveness of the organizational structure; and efficiency and effectiveness of division/unit processes.</p> <p>We analyzed the department workload using operations research methodology and compared workload to staffing and deployment levels. We reviewed other performance indicators that enabled us to understand the implications of service demand on current staffing. Our study involved data collection, interviews with key operational and administrative personnel, focus groups with line-level department personnel, onsite observations of the job environment, data analysis, comparative analysis, and development of alternatives and recommendations.</p> <p>Our assessment was documented in a report that included methodology, data analysis, general observations, findings, and recommendations.</p>

Reference No. 2:

Agency Name	City of Billings, Montana
Contact Name	Kevin Iffland, Assistant City Administrator
Telephone & Email	(406) 657-8478, ifflandk@billingsmt.gov
Street Address	210 North 27th Street
City, State, Zip Code	Billings, MT 59101
Description of services provided including contract amount, when provided and project outcome \$64,800 Completed 2/10/21	<p>CPSM assessed the Billings Police Department's operations. Our study identified appropriate staffing considering department's workload, community demographics, and crime levels; effectiveness of organizational structure; and efficiency and effectiveness of division/unit processes. CPSM analyzed department workload using operations research methodology and compared workload to staffing and deployment levels. Other performance indicators were reviewed to understand the implications of service demand on current staffing. We collected data, interviewed key operational and administrative personnel, conducted focus groups with line-level department personnel, performed onsite observation of job environment, analyzed data, performed comparative analyses, and developed alternatives and recommendations.</p> <p>Based on our detailed assessment, we made comprehensive recommendations related to operational challenges related to: (1) facilities, (2) staffing at both mid-level supervisory and line levels, and (3) organizational structure. Recommendations were intended to form the basis of a long-term improvement plan for the city and department.</p>

Reference No. 3

Agency Name	City of Battle Creek, Michigan
Contact Name	Shannon Bagley, Police Chief
Telephone & Email	sdbagley@battlecreekmi.gov
Street Address	10 N. Division St.
City, State, Zip Code	Battle Creek, MI, 49014
Description of services provided including contract amount, when provided and project outcome	<p>CPSM reviewed the operations of the Battle Creek Police Department (BCPD). Our analysis covered all aspects of the department's operations, including identifying appropriate department staffing for the given workload, community demographics, and crime levels; effectiveness of organizational structure; and efficiency and effectiveness of division/unit processes.</p> <p>We analyzed workload using operations research methodology and compared that workload to staffing and deployment levels. We reviewed other performance indicators that enabled us to understand the implications of service demand on current staffing. Our study involved data collection, interviews with key operational and administrative personnel, focus groups with line-level department personnel, onsite observations of the job environment, data analysis, comparative analysis, and the development of alternatives and recommendations.</p>
\$64,458.50 Completed 12/31/22	

1.4 Statement of Past Contract Disqualifications

City of San Luis Obispo

Bid 2401-001

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 18 February 2024 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

2 Qualifications

2.1 Firm Experience in Performing Relevant Work/Projects

2.1.1. Firm History and Background

International City/County Management Association (ICMA)

The International City/County Management Association (ICMA) is a 110-year-old, non-profit professional association of local government administrators and managers, with approximately 13,000 members located in 32 countries.

Since its inception in 1914, ICMA has been dedicated to assisting local governments and their managers in providing services to their citizens in an efficient and effective manner. ICMA advances the knowledge of local government best practices with its website, www.icma.org, publications, research, professional development, and membership.

Center for Public Safety Management (CPSM)

The ICMA Center for Public Safety Management (ICMA/CPSM) was launched in 2006 by ICMA as “Consulting Services.” In 2010, it was renamed Center for Public Safety Management (CPSM) to provide support to local governments in the areas of police, fire, and Emergency Medical Services. It has remained focused on public safety issues with the addition of dispatch, strategic planning, and Homeland Security.

CPSM also represents local governments at the federal level and has been involved in numerous projects with the Department of Justice and the Department of Homeland Security. In 2014 as part of a restructuring at ICMA, CPSM spun out as a separate company and is now the exclusive provider of public safety technical assistance for ICMA. CPSM provides training and research for the association’s members and represents ICMA in its dealings with the federal government and other public safety professional associations such as CALEA, PERF, IACP, IFCA, IPMA-HR, DOJ, BJA, COPS, NFPA, etc.

CPSM maintains the same team of individuals performing the same level of service that it had for ICMA. We use our team of eight employees and 30 SMEs to respond to our clients’ project needs. With such expertise, we are able to evaluate any size organization and the challenges faced from every perspective. CPSM’s local government technical assistance experience includes workload and deployment analysis, using our unique methodology and subject matter experts to examine department organizational structure and culture, identify workload and staffing needs as well as industry best practices.

2.1.2. CPSM Relevant Experience

CPSM offers more than 16 years of corporate experience performing comprehensive assessments of police, fire, EMS, and dispatch departments and providing assistance to departments/agencies for standards of response coverage, risk assessment, and strategic planning. We have conducted over 450 such studies in 46 states and provinces and more than 300 communities ranging in population size 269 (Bald Head Island, NC) to 800,000 (Indianapolis, IN).

Table 1 lists the government entities for which CPSM completed police department assessment projects in 2023 and 2022. A more comprehensive list of our clients is included in Table 4 in the appendix to this proposal. **CPSM has completed 25+ studies of law enforcement agencies in California and several of our subject matter experts have served as police chiefs for California municipalities.**

Table 1. Police Department Assessment Projects Completed by CPSM in 2023 and 2022

2023 Projects	2022 Projects
<ul style="list-style-type: none"> ▪ Delaware, OH ▪ Powell, OH ▪ Norristown, PA ▪ West Des Moines, IA ▪ Kalispell, MT ▪ Roanoke, VA ▪ Cocoa Beach, FL ▪ Alpharetta, GA ▪ Celina, TX ▪ Maricopa County, AZ ▪ Kent County, MI ▪ Minot, ND ▪ Olympia, WA ▪ Plymouth, MA ▪ Chattanooga, TN ▪ Pulaski County AR ▪ Battle Creek MI 	<ul style="list-style-type: none"> ▪ Brookings, SD ▪ El Mirage, AZ ▪ Little Rock, AR ▪ Medford, OR ▪ Myrtle Beach, SC ▪ National City, CA ▪ New Braunfels, TX ▪ Pembroke Park, FL ▪ Petaluma, CA ▪ Santa Rosa, CA ▪ Sugar Land, TX ▪ Sylvester, GA ▪ Upper Arlington, OH ▪ Yuma, AZ

2.2 Client References

We offer client references on the completed form in Section 1.3 of this proposal as evidence of our performance. CPSM has a record of completing its projects on time, within the established budget, and in compliance with contractual requirements. Many of our clients are repeat clients, coming back to us for additional studies or to update previously performed studies.

2.3 Project Team Qualifications and Experience

For this project, CPSM has assembled a premier team of subject matter experts that have experience performing similar projects for counties and municipalities nationwide. Our proposed project team members will be available to support the project as needed through completion. Our subject matter experts have a long history with the firm, which means staff turnover is not a significant concern. Based on our experience, a dedicated, consistent project team works more efficiently and effectively, ensuring both continuity of project knowledge and budget management. Because we have a stable workforce, our project team members have a history of collaborating on similar police department assessment projects including comprehensive staffing assessments.

The organizational chart for the project is provided in Figure 1. Brief resumes/bios follow the figure.

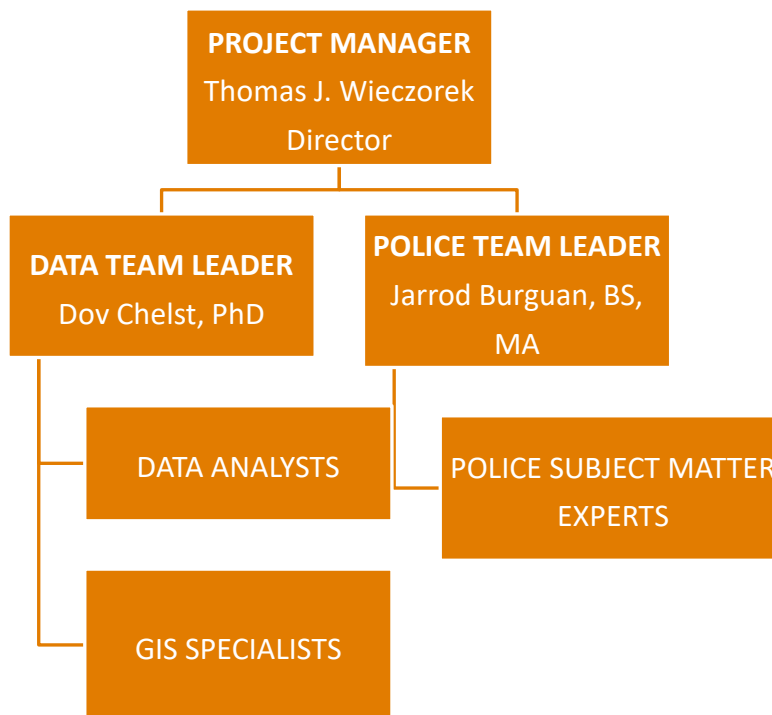


Figure 1. CPSM Project Team Organization

CPSM performs all work using in-house resources and does not subcontract any portion of the work scope. The firm has adequate in-house subject matter experts to perform multiple concurrent public safety studies at any time.

2.4 Principal/Project Manager

CPSM assigns a project manager to each project it performs. Our project manager is responsible for all aspects of project execution and contractual compliance and will serve as the principal in charge of the project. Thomas Wiczorek will be the project manager for this contract.

As project manager, Tom will serve as a principal point of contact with the City and Department regarding this project. He has led similar public safety agency assessment projects and will ensure that CPSM performs the required evaluation with the same exceptional quality and service for which CPSM is recognized.

After contract award, at the project kickoff meeting, our project manager will solicit input on our proposed approach and schedule and document the mutually agreed upon final plan that CPSM will follow to complete the project. He will lead our project team in performing the required scope of services in accordance with the contract scope of work, CPSM's quality standards, and the established project budget and schedule.

2.5 Corporate Compliance Police Unit

2.5.1. Project Manager—Thomas Wiczorek

Director, Center for Public Safety Management; retired City Manager Ionia, MI; former Executive Director Center for Public Safety Excellence.



Thomas Wiczorek is an expert in fire and emergency medical services operations. He has served as a police officer, fire chief, director of public safety and city manager and is former Executive Director of the Center for Public Safety Excellence (formerly the Commission on Fire Accreditation International, Inc.).

He has taught numerous programs for the International City-County Management Association, Grand Valley State University, the National Highway Traffic Safety Administration (NHTSA), State of Michigan’s Transportation Asset Management Council, and Grand Rapids Community College. He often testified for the Michigan Municipal League before the legislature and in several courts as an expert in the field of accident reconstruction and fire department management. He is the past president of the Michigan Local Government Manager’s Association (MLGMA, now MME); served as the vice-chairperson of the Commission on Fire Officer Designation; served as ICMA’s representative on the International Accreditation Service (IAS), a wholly owned subsidiary of the International Code Council (ICC); and currently serves on the NFPA 1710 and 1730 committee.

He worked with the National League of Cities and the Department of Homeland Security to create and deliver a program on emergency management for local officials titled, “Crisis Leadership for Local Government Officials.” It has been presented in 43 states and has been assigned a course number by the DHS. He represents ICMA on the Emergency Management Assistance Compact (EMAC) Board and other fire service participation areas. In 2022 he worked with ICMA to create a FEMA program on economic recovery from disasters for local government managers. It has been delivered via webinar and in person across the United States.

He received the Mark E. Keane “Award for Excellence” in 2000 from the ICMA, the Association’s highest award and was honored as City Manager of the Year (1999) and Person of the Year (2003) by the Rural Water Association of Michigan, and distinguished service by the Michigan Municipal League in 2005.

2.5.2. Managing Partner—Leonard A. Matarese, MPA, ICMA-CM, IPMA-CP

Director of Research and Project Development, Center for Public Safety Management



Mr. Matarese is a specialist in public sector administration with expertise in public safety issues. He has 44 years’ experience as a law enforcement officer, police chief, public safety director, city manager and major city Human Resources Commissioner. He was one of the original advisory board members and trainer for the first NIJ/ICMA Community Oriented Policing Project which has subsequently trained thousands of municipal practitioners on the techniques of the community policing philosophy over the past 18 years. He has managed several hundred studies of emergency services agencies with attention to matching staffing issues with calls for service workload.

Recognized as an innovator by his law enforcement colleagues, he served as the Chairman of the SE Quadrant, Florida, Blue Lighting Strike Force, a 71-agency, U.S. Customs Service anti-terrorist and narcotics task force and as president of the Miami-Dade County Police Chief’s Association – one of America’s largest regional police associations. He represents ICMA on national projects involving the United States Department of Homeland Security, The Department of Justice, Office of Community Policing and the Department of Justice, Office Bureau of Justice Assistance. He has also served as a project reviewer for the National Institute of Justice and is the subject matter expert on several ICMA / USAID police projects in Central America. As a public safety director, he has

managed fire / EMS systems including ALS transport. He was an early proponent of public access and police response with AEDs.

Mr. Matarese has presented before most major public administration organizations' annual conferences on numerous occasions and was a keynote speaker at the 2011 annual PERF conference. He was a plenary speaker at the 2011 TAMSEC Homeland security conference in Linköping, Sweden and at the 2010 UN Habitat PPUD Conference in Barcelona, Spain.

He has a master's degree in Public Administration and a bachelor's degree in Political Science. He is a member of two national honor societies and has served as an adjunct faculty member for several universities. He holds the ICMA Credentialed Manager designation, as well as Certified Professional designation from the International Public Management Association- Human Resources. He also has extensive experience in labor management issues, particularly in police and fire departments. Mr. Matarese is a life member of the International Association of Chiefs of Police and of ICMA.

2.6 Operations Assessment Team

2.6.1. Police Project Manager— Chief Jarrod Burguan, BS, MA

Chief of Police, San Bernardino Police Department

Chief Burguan served 29 years in local law enforcement, with 10 years of that experience in senior management positions. He retired as the Chief of Police for the San Bernardino Police Department in 2019.



During his career, Chief Burguan worked a variety of assignments in the patrol, traffic, investigative and administrative divisions of the department. He has the unique experience of managing a police department through a municipal bankruptcy while maintaining day to day operational effectiveness. He has been an invited speaker at conferences and training events throughout the country and internationally on police response to active shooter events following both an elementary school active shooter in 2016 and the 2015 terrorist attack in San Bernardino.

Since retiring from the department in 2019, Chief Burguan has continued to work as a consultant for municipal government and media organizations and has served as an advisor for the Department of Justice – ICITAP program. He holds a bachelor's degree in business and a master's degree in management from the University of Redlands. He is also a graduate of the California Command College, the FBI's Law Enforcement Executive Development program and the Senior Management Institute for Police through the PERF.

2.6.2. Chief Craig Junginger (Ret), BS, MPA

Retired Chief of Police, Gresham, Oregon, former Huntington Beach Police Captain



Chief Junginger had over 38 years' experience as a law enforcement professional. He served as the Chief of the Gresham, Oregon Police from December 2008 until his retirement in June 2016. Gresham is a community with a population of 110,000 just to the east of Portland. He led a department of 130 sworn officers and 47 civilian employees, with a budget of \$31 million. He also served on the board of the Oregon Police Chief's Association.

Chief Junginger began his career at the Bell-Cudahy Police department in 1979. He worked as a K-9 Officer, Detective, and Patrol Officer. In 1985 he transferred to the Huntington Beach Police Department where he remained until his retirement in November 2008. While at Huntington Beach, he was a Patrol Officer, Beach Detail Officer, Field Training Officer, SWAT Officer, Traffic Motor Officers, Community Policing Officer, and Narcotics Detective. In 1999 he promoted to

Sergeant where he worked Patrol, Downtown Foot Beat, Support Services, Vice and Intelligence and Internal Affairs. He promoted to Lieutenant in 2003 and worked as the Community Policing Commander responsible for all major event planning, Watch Commander and as the Chief's Executive Officer. In 2007 he promoted to the rank of Captain and was assigned to Administrative Operations consisting of Communications, Budget, Personnel, and Property and Evidence.

He holds a master's degree from California State University, Long Beach, a bachelor's degree from University of La Verne and an associate degree from Rio Hondo Community College.

He attended the FBI National Academy Class 224 in Quantico Virginia, California Post Command College, West Point Leadership Program, POST Executive Development Program and the POST Supervisory Leadership Institute. While in Command College he was published for his article "How will we train police recruits of the millennial generation in the year 2012," and as the Chief of Gresham he was published for an article he authored on leadership.

He was awarded the Medal of Valor in 1989 for his encounter with an armed bank robber.

2.6.3. Senior Associate—Chief John E. Perez, BS, MS, PhD

Chief of Police, City of Pasadena Police Department



John E. Perez has served as the Chief of Police for the City of Pasadena since 2018 and has been with the Department since 1985. His 35 years of public safety experience includes an array of specialized assignments in enforcement, special tactics, administration, and community initiatives. He served as the Counter-Terrorism Intelligence Officer immediately after the 9/11 terrorist attack in developing security/safety measures for Pasadena's Tournament of Roses Parade, Rose Bowl, and special events. After serving as the Special Enforcement Section Sergeant and developing policing initiatives in lowering gang violence while improving community trust and confidence, he was appointed by California's Commission on Peace Officer Standards and Training to provide best practices on developing statewide initiatives.

He is the recipient of the Mayor's Special Service Award for his work in developing community initiatives and has been twice awarded with the Police Chief's Excellence in Policing merit award. Chief Perez has served in the various ranks of the Department to include Deputy Chief of Police from 2016–2018.

Chief Perez led the development of several internal initiatives that decreased the use of force by 50% through immersive training and self-improvement from use of Body-Worn Camera (BWC), as well other initiatives to increase community awareness of policing challenges through programs such as "Policing 101" and "Community Conversations" — each intended to develop and educate community members, youth, and the media on policing topics as well as learning from the community.

Chief Perez serves on the Pasadena Educational Foundation, Patron Saints Foundation, and is a graduate of the California Peace Officers and Standards Executive Management School as well as holding a POST executive certificate. Chief Perez possesses a bachelor's degree in Criminal Justice, a master's degree in Behavior Science, and a PhD in Public Administration. He serves on the board of the California Police Chiefs Association and the National Police Foundation.

2.6.4. Senior Associate—Deputy Chief Wayne Hiltz (Ret), BS

Former Interim Chief of Police at Pasadena and Irwindale Police Departments



Wayne has 33 years of experience in municipal law enforcement. This includes a broad range of experience in nearly every facet of policing from patrol, gang enforcement, and undercover narcotics to internal affairs investigations and community relations. The last 13 years were spent at command and executive levels. In his capacity as Deputy Police Chief, he served as the chief operating officer of the Pasadena Police Department, responsible for all day-to-day operations including internal audits and inspections. As well, he was responsible for operations related to the Tournament of Roses Parade and Rose Bowl events to include World Cup Soccer and BCS Championship games. For a period of nearly two years, he served in the capacity of Interim Chief of Police at both the Pasadena and Irwindale Police Departments.

He has extensive experience in managing budgets and has served as a budget instructor for the California Commission on Peace Officer Standards and Training. He was selected by the Los Angeles County Police Chiefs Association to represent the 45 member agencies in negotiations for Homeland Security Grants for a three-year period. He also served as President of the San Gabriel Peace Officers Association. He has served on the boards of community-based organizations with a focus on addressing homeless issues, substance abuse, and juvenile violence. Wayne holds a Bachelor of Science degree in Police Science and Administration from California State University at Los Angeles. Executive training includes the FBI Southwest Command College and the Senior Management Institute for Police.

2.7 Forensic Data Analysis Team

2.7.1. Data Assessment Team – Project Leader—Dov Chelst, Ph.D.

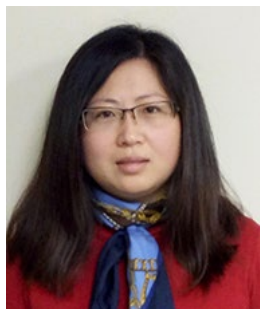
Director of Quantitative Analysis



Dr. Chelst is an expert in analyzing public safety department's workload and deployment. He manages the analysis of all public safety data for the Center. He is involved in all phases of The Center's studies from initial data collection, on-site review, large-scale dataset processing, statistical analysis, and designing data reports. To date, he has managed over 140 data analysis projects for city and county agencies ranging in population size from 8,000 to 800,000.

Dr. Chelst has a Ph.D. Mathematics from Rutgers University and a B.A. Magna Cum Laude in Mathematics and Physics from Yeshiva University. He has taught mathematics, physics and statistics, at the university level for 9 years. He has conducted research in complex analysis, mathematical physics, and wireless communication networks and has presented his academic research at local, national and international conferences, and participated in workshops across the country.

2.7.2. Public Safety Data Analyst—Shan Zhou, Ph.D.



Dr. Shan Zhou specializes in the analysis of police data. Shan brings extensive experience in scientific and clinical data analysis. Prior to CPSM, she worked as an associate scientist at Yale School of Medicine. Shan has a MS in Business Analytics and Project Management from University of Connecticut and a PhD in Cell biology, Genetics and Development from University of Minnesota.

2.7.3. Public Safety Data Analyst-GIS—Monique Lee, MS, BS

Ms. Lee has extensive experience in the areas of data and geospatial analysis, hydrographic data processing, mapping platforms, and project management. She has worked as a GIS consultant, and with the U.S. Army Corps of Engineers where she received a U.S. Army commendation, and the United States Geological Survey, Grand Canyon Monitoring and Research Center. Ms. Lee has a Master of Science in Geographic Information Science & Technology.

2.7.4. Senior Public Safety Subject Matter Expert – GIS—David Martin, Ph.D.

Senior Researcher in the Center for Urban Studies, Wayne State University



Dr. Martin specializes in public policy analysis and program evaluation. He has worked with several police departments to develop crime mapping and statistical analysis tools. In these projects, he has developed automated crime analysis tools and real-time, dashboard-style performance indicator systems for police executive and command staff. Dr. Martin teaches statistics at Wayne State University. He is also the program evaluator for four Department of Justice Weed and Seed sites. He is an expert in the use of mapping technology to analyze calls for service workload and deployments.

2.8 Standard Billing Rates

CPSM’s hourly billing rates are provided in Table 2.

Table 2. Hourly Billing Rates

Labor Category	Hourly Rate
Partners	\$300
Project Lead	\$250
Subject Matter Expert	\$200
Data Analyst	\$125
Office Staff	\$25

2.9 Statement of Instance(s) of Removal or Disqualification from Project

CPSM has never been removed from a project nor disqualified from proposing on a project. A completed Statement of Past Contract Disqualifications is provided in Section 1.4 of this proposal.

3 Proposed Work Program

3.1 Approach to Completing the Work

3.1.1. Project Understanding

The City of San Luis Obispo is seeking a qualified firm to work with its Police Department to perform a comprehensive staffing assessment. The required staffing study will assess Department operations and resources and identify the level of staffing needed to respond efficiently to emergencies, investigate crime, provide critical emergency response, and proactively reduce crime. The assessment will also consider future growth impacts and the level of service that will be required to provide ongoing effective police services to the San Luis Obispo community. The assessment will be documented in a formal report and presented to the City Council during a regular meeting.

3.1.2. CPSM's Approach/Work Plan

Phase I of our projects normally includes a forensic analysis to determine workload in patrol (which also requires some subject matter expert work to finalize a staffing recommendation. Phase II would involve a comprehensive analysis of operations and, using the Phase I data, provide recommendations for the community both short and long term. These would normally be incorporated in a strategic plan with assignments to individuals for completion.

CPSM has developed a standard process that it implements for conducting analyses of police and sheriff's departments. This process has been developed over decades with input from numerous operations researchers, practicing administrators and elected officials, as well as academic studies and research. Much like a municipal audit, this standard approach builds on each component to enable our client team to make the best decision with community engagement. It also allows the ability to monitor the results of the decisions made, adjust as needed, and achieve the desired goals and objectives.

We begin projects with a request for data, documents, and worksheets.

Next, we extract raw data on calls for service from an agency's computer-aided dispatch system. The data are sorted and analyzed to identify performance indicators (i.e., response times, workload by time, multiple unit dispatching, etc.) for comparison to industry benchmarks. Performance indicators are valuable measures of agency efficiency and effectiveness. The findings are shown in tabular as well as graphic form and follow a standard format for presentation of the analyzed data. While the format will be similar from community to community, the data reported are unique to the specific agency.

During Phase II, CPSM conducts an onsite operational review. Here the performance indicators serve as the basis for the operational reviews. Prior to any onsite review, agencies are asked to compile several key operational documents (i.e., policies and procedures, assets lists, etc.). Most onsite reviews consist of interviews with management and supervisors, as well as rank and file officers, attendance at roll calls and ride-alongs with officers. We review case files with investigators and observe dispatch operations to assess compliance with the provided written documentation.



As a result of onsite visits and data assessments, our subject matter experts produce a SWOT analysis (strengths, weaknesses, opportunities, and threats) of the department. We have found that this standardized approach ensures that we measure and observe all the critical components of agencies.

Additionally, this methodology can be integrated with ongoing support customized to the unique needs of your community. Strategic planning, risk assessment, and training services are also available to assist with the implementation of CPSM recommendations and developing new processes and programs that may arise as implementation evolves.

The following information describes the CPSM approach to studying, understanding, evaluating, and reporting on police and sheriff's departments around the country. Although no two departments are the same, a standardized approach to department evaluation ensures a rigorous and methodological process that permits benchmarking, comparing, and assessing within the context of the best practices of American law enforcement. However, each locality has unique characteristics that present policing challenges. Integrating a standardized approach within the context of local variability permits an accurate assessment of the organization in its political environment, and further permits CPSM to offer recommendations that comport with the best practices in policing yet customized for the client community.

Data...why data?

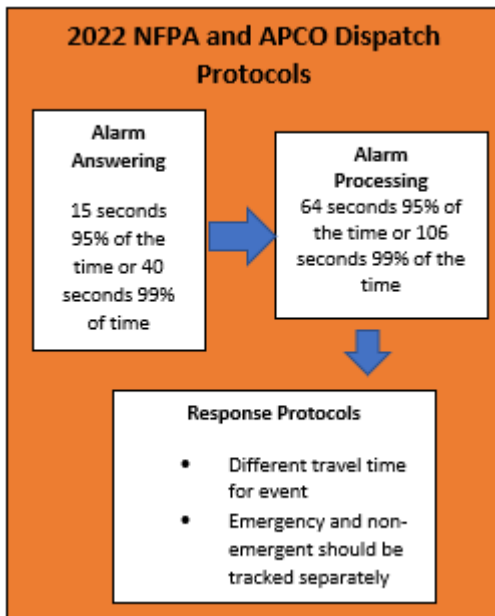
CPSM has found that there are tremendous amounts of data collected on a daily, even hourly basis on many departments. The challenge is how to access that data; how to clean that data; how to quantify that data; and how to present the product so that everyone understands.

CPSM does not use hypotheticals. We don't use "national averages" upon which to base our client team's individual recommendations and findings. We begin analyzing your data to establish your performance and paint a complete picture of how you are deploying with the accompanying results.

It is critical to have data and one of the biggest challenges for departments because rarely do they have the depth of our analytical team and its decades of research and trademarked processes. If we are going to recommend change, and if our client team is going to make change—they need data to measure impacts on outcomes. It's not enough to say, "this is what happens wherever." We need to provide you with the tools and launch point so that you can measure and report to your stakeholders—citizens, elected officials, appointed officials, and staff—how those changes affected the outcome.

The raw Computer-Aided Dispatch data and our process is like a financial audit. No city, county or community ever imagines just skipping the annual audit. It's usually a mandate in the charter or state law. Yet we find few communities are willing to extend the same effort to delve into the operations of their largest emergency response departments whose actions can literally result in life and death. Our process is the same for each community so that we can build national data reporting tables and compare data to like demographics, but we create our recommendations and findings based on your individual performance. The CAD system is also the official record of public safety services for communities. Like minute books for the County clerk, it is the record of times and actions taken by your response community. The information at dispatch needs to be collected; it needs to be correct; and it should be a resource to assist with decision making daily.

CPSM ensures this information and system is working and correct before we proceed to other facets of our work.



Begins at Dispatch

Armed with the data and information we gather; we start your project at the dispatch center. Benchmarks have been established for dispatch centers across the country in National Fire Protection Association Standards (NFPA 1220, NFPA 1221, NFPA 1710, NFPA 1720, etc.). Many of those same benchmarks and standards have also been adopted by the Association of Public-Safety Communications Officials-International (APCO).

The dispatch protocols are continually being studied, particularly with the adoption of Priority Fire, Medical, and Police dispatch. The systems look at collecting what is happening, where, and alerting the right response to the right location for a positive outcome.

For that reason, it is important that two things occur at dispatch:

1. Caller expectations are established. In other words, if the dispatcher tells the caller that police and deputies will be “right there,” the expectation is immediate response. Instead, dispatch centers should advise callers that officers are tied up on other calls and establish expectations for service delivery.
2. Calls should be categorized, monitored, and reported using multiple response time metrics. Crimes in progress and serious felonies should have established and monitored times. Outliers should be examined daily, and a report produced on why there may be extended time periods. For non-criminal and non-emergent calls, different metrics should exist with an explanation of why there were extended times.

Dispatch Metrics

CPSM will look at the dispatch center to determine how often calls remain in the queue, trends on when lengthy queues develop, and whether the dispatch center is evaluating their operations on a regular basis to determine if they are meeting national standards and benchmarks.

The time that a police/sheriff’s, fire, or EMS call occurs and for an alarm to be raised can vary from community to community. In urban, rural, and remote areas, it can be lengthy periods of time before a situation is noticed, and the alert raised. In commuter communities, larcenies and break-ins may not be noticed until morning or when people return home from work. These types of calls should be tracked independent of true emergencies so as not to corrupt the ongoing analysis of response times.

TABLE 9-31: Reported Billings, Montana, and National Crime Rates, by Year

Year	Billings				Montana				National			
	Population	Violent	Property	Total	Population	Violent	Property	Total	Population	Violent	Property	Total
2010	104,170	273	4,822	5,095	1,055,270	255	2,381	2,636	314,170,775	393	2,833	3,225
2011	105,095	299	4,467	4,766	1,064,639	256	2,220	2,476	317,186,963	376	2,800	3,176
2012	106,371	358	4,527	4,885	1,071,788	259	2,411	2,670	319,697,368	377	2,758	3,135
2013	107,802	395	5,208	5,603	1,078,577	264	2,379	2,642	321,947,240	362	2,627	2,989
2014	110,245	381	4,500	4,881	1,087,522	298	2,302	2,601	324,699,246	357	2,464	2,821
2015	109,997	442	4,730	5,172	1,099,717	327	2,452	2,779	327,455,769	368	2,376	2,744
2016	111,447	463	4,689	5,152	1,101,927	352	2,547	2,899	329,308,297	383	2,353	2,736
2017	111,317	493	5,458	5,951	1,050,493	377	2,592	2,969	325,719,178	383	2,362	2,745
2018	110,397	542	4,779	5,321	1,062,305	374	2,496	2,870	327,167,434	369	2,200	2,568
2019	110,198	610	4,083	4,693	1,068,778	405	2,193	2,598	328,239,523	379	2,010	2,489

TABLE 9-32: Reported Billings, Montana, and National Crime Clearance Rates

Crime	Billings			Montana			National		
	Crimes	Clearances	Rate	Crimes	Clearances	Rate	Crimes	Clearances*	Rate
Murder Manslaughter	3	2	67%	35	20	57%	14,325	8,796	61%
Rape	75	10	13%	614	72	12%	124,817	41,065	33%
Robbery	98	38	39%	210	82	39%	239,643	73,091	31%
Aggravated Assault	499	285	57%	2,601	1,486	57%	726,778	380,105	52%
Burglary	608	58	10%	2,688	357	13%	981,264	138,358	14%
Larceny	3,266	835	26%	19,152	3,923	20%	4,533,178	834,105	18%
Vehicle Theft	625	76	12%	2,234	400	18%	655,778	90,497	14%

Note: *National clearance counts were calculated from crimes and clearance rates, as these numbers are not directly available from the FBI.

For call answering, we will benchmark your time against the latest editions of NFPA and APCO standards. In 2022, that time process changed. If your dispatch is not performing at these levels—or if they are not using metrics to constantly evaluate performance (particularly in emergencies requiring rapid response), your team needs to be able to intervene. CPSM finds many communities and dispatch centers do not regularly look at this critical step on the successful outcome matrix.

By establishing different metrics for evaluating emergency and non-emergency travel times, unrealistic expectations and demands will be removed from the patrol force. Every call is not the same and does not require the same response.

The data is also critical to establishing where calls for service are being received, during what times of day, and adjusting for seasonal differences. The travel time will be reviewed by our Geographic Information and Data divisions to benchmark against national standards and key performance indicators (KPIs).

Our data team will also begin to produce analytics that look at statistical information reported and compiled by a wide variety of agencies. Crime rate comparisons, clearance rates, crime trends analysis, and other information will be integrated with our client team information that they will be uploading to a secure site for our subject matter experts' review.

For Phase II and armed with information, our Operations Team will work with the client team to evaluate the following major areas of operations:

I. Benchmark the Community

It is essential to understand the service levels, protection needs, community dynamics, and overall environment within which the department operates.

The CPSM study may involve interviews directed at stakeholders in the community, which could include elected officials and employee labor representatives who would be contacted to solicit their opinions about the Department, the public safety needs of their constituency, and the perceived gaps in service levels currently provided. CPSM may work with the agency to identify community members that can provide this important information. Additionally, the department will be compared to organizations of similar size with respect to crime, demographics, and cost-efficiency.

CPSM reviews Census Information that may flag key demographics to be studied further: are there minority populations and are there disparities in service? In actions? In communication?



II. Patrol Operations

Police and sheriff's agencies routinely speak about recommended officers per 1,000 population or a National Standard for staffing or comparisons to other municipalities. **There are no such standards**, nor are there recommended numbers of officers per thousand. The International Association of Chiefs of Police (IACP) states; "Ready-made, universally applicable patrol staffing standards do not exist. Ratios, such as officers-per-thousand population, are totally inappropriate as a basis for staffing decisions."

Staffing decisions, particularly in patrol, must be made based upon actual workload and very few law enforcement agencies have the capability of conducting that analysis. Once an analysis of the actual workload is made, then a determination can be made as to the amount of discretionary patrol time that should exist, consistent with the local government's ability to fund.

CPSM's team of doctoral level experts in Operations Research in Public Safety have created **The CPSM Patrol Workload & Deployment Analysis System®** with the ability to produce detailed information on workload even in those agencies without sophisticated management information systems.

Using the raw data extracted from the department's CAD system, our team converts calls for service into service workload and then effectively graphs workload reflecting seasonally, weekday/weekend and time of day variables. Using this information, the department can contrast actual workload with deployment and identify the amount of discretionary patrol time available (as well as time commitments to other activities —including special events.

Service workload differentiates from calls for service in that calls for service comprise a number reflecting the incidents recorded. Workload is a time measurement recording the actual amount of time required to handle calls for service from inception to completion. Various types of service calls require differing amounts of time (and thus affect staffing requirements). As such, call volume (number of calls) as a percentage of total number of calls could be significantly different than workload in a specific area as a percentage of total workload. The graph below demonstrates this difference in units.

CPSM has found that the most effective way to manage operations, including policing, is to make decisions based upon the interpretation and analysis of data and information. To achieve this, a data analysis of department workload, staffing and deployment will be conducted. By objectively looking at the availability of deployed hours and comparing those to the hours necessary to conduct operations, staffing expansion and/or reductions can be determined and projected. Additionally, the time necessary to conduct proactive activities (such as team-led enforcement, directed patrol, community policing and selected traffic enforcement) will be reviewed to provide the community with a meaningful methodology to determine appropriate costing allocation models.

Workload vs. deployment analysis sample

This is one of the ways we show the amount of available, non-committed patrol time compared to workload. As you can see, we break out the various activities, convert them to time and then compare to available manpower. The deployment is based upon actual hours worked.

So, in this example, at noon there are approximately nine hours of work (including citizen-initiated and officer-initiated calls

for service, including traffic and administrative activities (meals, vehicle, reports, etc.). There are approximately 15 officer-hours of available resources meaning that at that hour, on average, of the 15 officers on duty, nine are busy on activities.

The area shown in green and brown is uncommitted time. This is the area where staffing decisions impact — it becomes a policy issue as to how much uncommitted time a community wants and is willing to pay for.

CPSM White Paper on Staffing

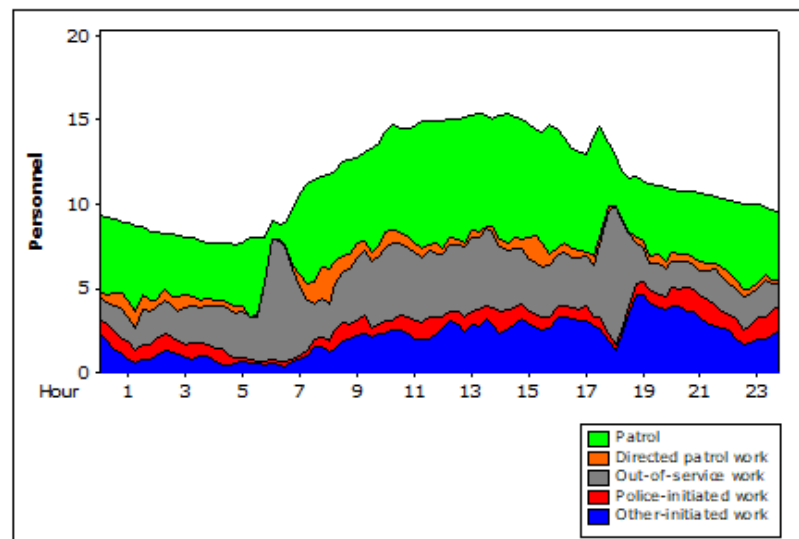
CPSM and ICMA conducted research on staffing for police departments that led to a white paper released in 2013. More than 50 departments' data was analyzed for staffing, workload, and patrol trends across 24/7 and 365 days a year.

The subsequent white paper has been regularly used and quoted by the International Chiefs of Police, the Commission for Accreditation of Law Enforcement Agencies (CALEA), the Police Executive Research Forum (PERF) and most consultants.

The white paper found that a best practice for evaluating departments would position 60 percent of the sworn resources into patrol activities. In addition, no more than 60% of their total available time would be encumbered with calls for service.

The research showed that when the 60% encumbered level was exceeded, officers moved from proactive into reactive mode. In other words, officers expected additional calls for service, understood there were no free resources, and thus disengaged and awaited dispatch to the next call in the queue at dispatch.

Figure 7: Deployment and Main Workload, Weekdays, Summer



CPSM assembles the information on how much “time” is available, what various demands require against that time, and calculates a Saturation Index along with when the 60% is exceeded.

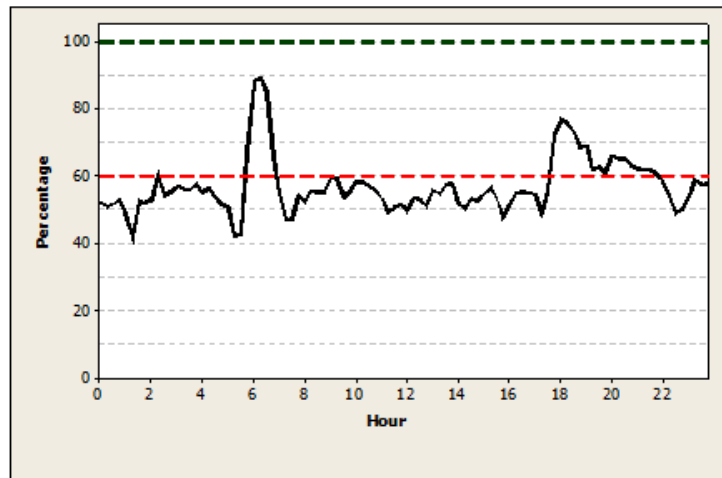
Using this data-driven approach, communities can determine how much un-encumbered time they desire and where they would like that time dedicated. It also allows communities to determine if additional staffing is needed, when, and how much.

The CPSM study will result in the calculation of service demands placed on the department, workload levels, service times for calls for service, and response times. The product of this analysis is the variance between service demands and available personnel, and appropriate recommendations

made for staffing levels and an optimal deployment schedule to meet these service demands. This permits exploration of the following questions:

- What are the service demands made by the public as measured through the CAD system?
- Based on workload, is the staffing deployment appropriate?
- Based on the workload, is the shift schedule aligned appropriately and what alternatives to the current shift plan are most efficient?
- How many officers and supervisors are needed to staff the patrol function in order to meet the workload demands placed on the agency?
- How long does it take to respond to calls for service (both response time and total time) and what ways are there to reduce these times?
- How many officers are assigned to each call and what are the ways to minimize these assignments?
- What categories of call, and in what frequency, does the agency handle and what measures can be adopted to minimize unnecessary responses?
- How much time is spent on administrative duties?
- How much time is spent on directed patrol activities and specialized enforcement?

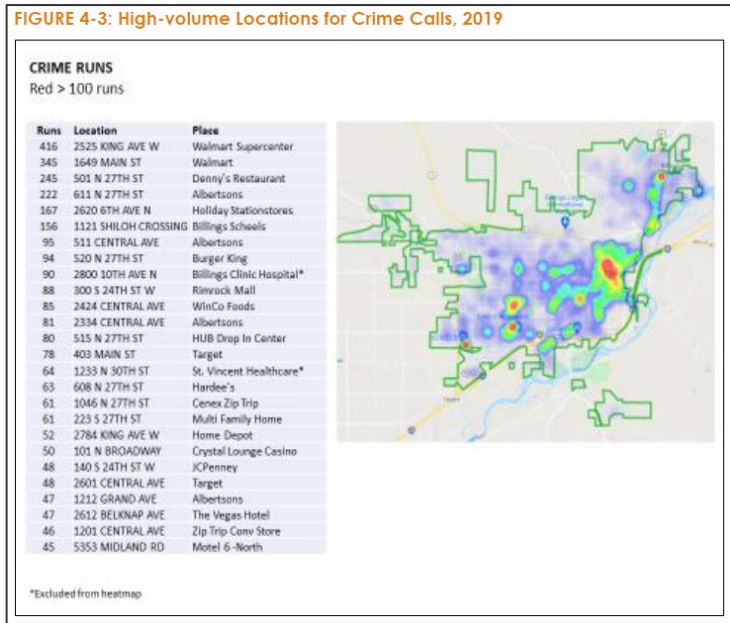
Figure 8: Workload Percentage by Hour, Weekdays, Summer



Workload vs. Deployment – Weekdays, Summer

Avg. Workload:	6.5 officers per hour
Avg. % Deployed (SI):	57 percent
Peak SI:	89 percent
Peak SI Time:	6:15 a.m.

In addition to the analysis of patrol operations from the CAD system and workload, the CPSM study will focus on the qualitative aspects of patrol. The study will observe officers on patrol through ride-alongs, interviews, and general observations. We will amass all available documents, plans, and data available to understand the patrol



approach in the department. We will observe the special operations teams, the problem/nuisance unit, etc. to evaluate their role within the overall mission of the department and patrol operations. We will evaluate the performance of the units, identify improvement opportunities, and justify and recommend appropriate staffing levels.

Our GIS team will use the analyzed data sets to identify high crime locations, high accident locations, and repeat calls for service locations.

Our study will also evaluate the implementation of technology on patrol, weapons available, and equipment used with opportunities for improvement.

CPSM advocates community policing as its operational philosophy. Our study would

evaluate the implementation of community policing, in quantifiable and anecdotal terms, and identify improvement opportunities where appropriate.

Similarly, the CPSM study would evaluate the relationship of patrol operations with the rest of the department and community. San Luis Obispo is heavily impacted by the presence of a major university and tourism that often swells the population and changes demographics.

To what extent does this bureau work, coordinate, and communicate with the other operational and support functions of the department and other entities? How should it? What are the strategic, management, and planning functions of the department with regards to the patrol function and how does patrol operations respond to the mission of the organization? How are crime, traffic, disorder, and quality of life problems handled?

III. Investigations

The CPSM study will assess investigations —both reactive and proactive. CPSM's team will explore the following questions:

- Staffing —Are there enough investigators available to handle the workload?
- Workload —What is the workload; how many cases do investigators handle; is the specialization appropriate?
- Effectiveness and Efficiency —How much time does it take to investigate cases? Are victims kept informed? Are cases cleared and offenders held accountable? How much overtime is spent?
- Intelligence —How is intelligence gathered and disseminated (inside and outside the department)? Does the investigations' function make use of intelligence?
- Civilianization opportunities —What are the potential areas for civilianization?
- Technological opportunities —Is technology being leveraged to improve investigations?
- Crime scene —Are crime scenes being processed efficiently and are appropriate follow-up investigations being conducted?

IV. Administration and Support

Once again, CPSM will evaluate every administrative and support unit in the police department. This evaluation will involve:

- Staffing
- Workload
- Civilianization possibilities
- Cost-saving opportunities
- Outsourcing opportunities
- Best practice comparisons and opportunities for improvement.

Position	Proposed Authorized	Proposed Added Positions
Sworn		
Captain	1	
Lieutenant	3	
Sergeant	13	1*
Patrol Officer	78	
K9	4**	
Billings Clinic	2	
STEP – Traffic (No K9s)	4***	
DBA	2	
Parks	1	
Total Sworn	108	1
Civilian		
Police Service Officer***	6	6
Total Civilian	6	
Total Authorized Personnel	114	7

Departments across the country are struggling with recruitment, retention, and attracting candidates for sworn positions. We will look at opportunities that the department can use non-sworn personnel for non-criminal activities and keep sworn officers available for calls for service requiring certified officers.

CPSM has subject matter experts in police management and administration and will explore administration and support activities in the area of professional standards (internal investigations, hiring and recruitment, disciplinary system, promotional system), training (both academy and in-service), records

management, evaluation of the critical, frequent, and high liability policies, facility, fleet, equipment, information technology, property management system, laboratory, planning and research, sick-time management, overtime, communications and dispatch, etc.

In general, we look at every unit identified as a discrete operational/support entity for the following:

- Describe the functions of the unit.
- Evaluate the performance of the unit. In most cases this is a quantitative evaluation, but in units not appropriate for quantification, a qualitative evaluation is provided.
- Identify improvement opportunities.
- Perform evaluation and justification, and recommendation for appropriate staffing levels.

V. Operation of Evidence and Property

CPSM will conduct a review of the evidence room and evidential processes of the departments. We will determine if there is adequate staffing and a technology system for managing property and evidence.

CPSM starts by looking at the intake process: When officers seize property or evidence, what occurs next? How are items transported to the evidence facility and what are the next steps?

Evidence & Property Inventory, Intake, and Release, 2019	
	Number of Items
Items in inventory	69,448
Items received	18,202
Items released/dispensed	19,807
Items awaiting disposition	647

We will look to create totals for the workload of not only the evidence and property but other component functions of the department.

This data should be a performance benchmark, as it reflects an effective operation and the necessary workspace.

VI. Duty to Intercede and Report, De-escalation Provisions

In recent years, law enforcement agencies nationwide have begun to include duty to intercede and report provisions in their use of force policies. Duty to intercede requires an officer to intercede if they witness a department member using force that is clearly beyond that which is necessary, as determined by an objectively reasonable officer under the circumstances. A duty to report policy requires any officer who observes a law enforcement officer or an employee use force that potentially exceeds what the officer reasonably believes to be necessary to report such observation to a supervisor.

Sample Duty to Intercede and Report policy from Lexipol states:

Any officer present and observing another law enforcement officer or an employee using force that is clearly beyond that which is necessary, as determined by an objectively reasonable officer under the circumstances, shall, when in a position to do so, intercede to prevent the use of unreasonable force. Any officer who observes a law enforcement officer or an employee use force that potentially exceeds what the officer reasonably believes to be necessary shall promptly report these observations to a supervisor as soon as feasible.

In addition, de-escalation requirements have been incorporated into use of force policies. This policy requires officers to utilize de-escalation techniques, crisis intervention tactics, and other alternatives to force when feasible. Feasible has been defined for policy purposes in some jurisdictions as, “Reasonably capable of being done or carried out under the circumstances to successfully achieve the arrest or lawful objective without increasing risk to the officer or another person.”

Review of Use of Force Incidents

CPSM will review policies that authorize deadly force when an officer is justified and what actions were taken in monitoring, documenting, and investigating police use of force.

Use of Force Incidents, 2017–2019

Year	Incidents	Policy Violations
2017	78	0
2018	90	1
2019	131	2
Total	299	3

VII. Organizational Culture

During the operational evaluation described above, organizational themes will emerge. What does the department “think” about providing police service to the community and how does this thinking align with the stated mission and department policies? How does the department interact with the community and internally with its own members? In general, what is the culture of the organization?

The culture of an organization reflects its members and the community it serves. Through focus groups, interviews, and observations, the CPSM team will evaluate operational readiness and need. This part CPSM’s study is critical to the overall success of the project as it provides a better understanding of the department and how the workload, staffing, and community dynamics shape the mission, goals, operations, and needs of the organization. In addition, as an option, every member of the department can be given the opportunity to participate in an anonymous survey. This survey is designed to understand the culture of the department, assess internal and external communications, and determine what it “thinks” about various elements of organizational life.

VIII. Health and Safety

Officer physical and mental health are extremely important. In 2022, more officers died from suicide than in other line-of-duty incidents.

CPSM will review what programs the department has in place, and during interviews, charrettes, and focus groups we will seek to determine how those programs are being received.

IX. Performance Management

The overarching philosophy of the CPSM approach is to evaluate the department in terms of performance management. Identifying workload, staffing, and best practices is just the beginning. It is also important to assess the organization's ability to carry out its mission.

Essentially, does the department know its goals, and how does it know they are being met. It is very difficult for an organization to succeed at any given level of staffing unless it has a clear picture of success. How does the department "think" about its mission, how does it identify and measure what's important to the community, how does it communicate internally and externally, how does it hold managers accountable, and how does it know the job is getting done? CPSM's team will evaluate the department and make recommendations to assist with improving capacity in this area, if necessary.

3.2 Project Schedule

Our proposed project schedule for completion of the Police Staffing Assessment is provided below. After contract award, we will discuss the proposed schedule with the City/Department after which we will finalize the project schedule.

Milestone 1 — Full Execution of the Agreement

Agreement will identify Project Launch date.

Milestone 2 — Project Launch

We will conduct an interactive telephone conference with local government contacts. Our project leads will launch the project by clarifying and confirming expectations, detailing study parameters, identifying agency point of contacts, and commencing information gathering.

Milestone 3a – Information Gathering and Data Extraction — 30 Days

Immediately following project launch, our operations lead will deliver an information request to the Department. This is an extensive request which provides us with a detailed understanding of the Department's operations. Our experience is that it typically takes an agency several weeks to accumulate and digitize the information. We will provide instructions concerning uploading materials to our website. When necessary, the lead will hold a telephone conference to discuss items contained in the request. Our lead will review this material prior to an onsite visit.

Milestone 3b – Data Extraction and Analysis — 14 Days

Also immediately following the project launch, CPSM's data lead will submit a preliminary data request, which will evaluate the quality of the Computer-Aided Dispatch (CAD) system data. This will be followed by a comprehensive request for data from the CAD system to conduct the response and workload analysis. This request requires a

WORRIED ABOUT YOUR FELLOW OFFICER?

Are they performing or acting differently?
Do they seem down?
Are you concerned for their well-being?

According to the American Association of Suicidology, below are some **WARNING SIGNS** of acute suicide risk*

KNOW THE WARNING SIGNS

- Threatening to hurt or kill themselves** (Or talking of wanting to hurt or kill themselves)
- Looking for ways to kill themselves** (Access to firearms, available medications, etc.)
- Talking or writing about death, dying, or suicide** (Other people reflect one out of the ordinary)

Other behaviors that may be an indication:

- Increased substance or alcohol use
- Expressing no reason for living, no sense of purpose in life
- Withdrawal from friends, family, or society
- Giving away personal possessions or making long-term care of assets
- Acting reckless or engaging in risky activities, especially without thinking about outcomes and consequences
- Changing behavior as a result of an impending or recent breakup, separation, or divorce

Other moods/emotions that may be an indication:

- Anxiety, agitation
- Unable to sleep or sleeping all of the time
- Feeling trapped, like there is no way out
- Hopelessness
- Chronic, mental changes
- Uncharacteristic anger
- Seeking revenge

RECOGNIZE WARNING SIGNS? SAVE A LIFE. REACH OUT AND ASK.

GET THE CONVERSATION STARTED

Use these questions to break the ice and help your friend or fellow officer

Peer-to-Peer:

1. How do you feel about being here yourself? (Based on current) Do you think it might be better to talk to someone else?
2. How do you feel about being here, and I'm concerned about you. Can you talk?
3. When I know you've been through a lot recently and have been to some traumatic calls, and I know the stress that can come with it, I want to know how you're doing.

Direct-Line Supervisor:

4. How do you feel about your behavior? When this call is over, how do you feel about your behavior? Do you feel like you need to talk to someone else?
5. When I can see that you're struggling, you might feel like you need to talk to someone else. I want you to know that we have confidential resources you can share with you. We can do this together. What can I do to help you?

*Adapted from the American Association of Suicidology (AAS) and the National Suicide Prevention Hotline (NSPH).

YOU TALKED AND IDENTIFIED AN ISSUE ... NOW WHAT?

Offer Resources:

- National Suicide Prevention Hotline (800) 273-8255
- Call Your State's Crisis Text HOME to 741741
- Employee Assistance Program (EAP) Information

Still Worried?

- If you feel this officer is in risk of harming themselves or others, call the police or emergency services. Do NOT LEAVE THE OFFICER ALONE and keep talking to them, if possible. Contact 9-1-1 or take the officer to the emergency room immediately.
- Always follow your department's policies.

MANAGED BY IIR

concerted effort and focused response from your Department to ensure the timely production of the data required for analysis. Delays in this process will likely extend the entire project and impact the delivery of final report. Our data team will extract one year’s worth of Calls for Service (CFS) from the CAD system. Once our data team is confident the data are accurate, they will certify that they have all the data necessary to complete the analysis.

Milestone 3c – Data Certification —14 days

Milestone 4a – Data Analysis and Delivery of Draft Data Report —30 days

Within 30 days of data certification, the analysis will be completed, and a draft, unedited data report will be delivered to the Department for review and comment. After the data draft report is delivered, an onsite visit by the operations team will be scheduled.

Milestone 4b – Departmental Review of Draft Data Report —14 days

The Department will have 10 days to review and comment on the draft unedited data analysis. During this time, our data team will be available to discuss the draft report. The Department must specify all concerns with the draft report at one time.

Milestone 4c – Final Data Report —10 days

After receipt of the Department's comments, the data report will be finalized within 10 days.

Milestone 5 – Conduct Onsite Visit —30 days

CPSM does have a concern about the availability of residents because this may occur during the winter months. Subject matter experts will perform a site visit within 30 days of the delivery of the draft data report.

Milestone 6 – Draft Operations Report —30 days

Within 30 days of the last onsite visit, our operations team will provide a draft operations report to the Department point of contact. Again, the Department will have 10 days to review and comment.

Milestone 7 – Final Report —15 days

Once the department’s comments and concerns are received by CPSM, the combined final report will be delivered to the City/Department within 15 days.

TOTAL ELAPSED TIME: 120 — 145 days

3.3 Estimated Staff Hours

Table 3. Estimated Staff Hours for San Luis Obispo Police Staffing Assessment

Phase/Task	Estimated Staff Hours
Phase I Forensic Data Analysis	Data Analysts 91 hours
Phase II Operational Assessment and Report Preparation	Police Subject Matter Experts 96 hours GIS Specialist 29 hours Editing 20 hours

3.4 Budget by Task

Table 4. Budget by Task for San Luis Obispo Police Staffing Assessment

Phase/Task	Budget
Phase I Forensic Data Analysis	\$18,250
Phase II Operational Assessment and Report Preparation	\$59,907
Project Total	\$78,157
Travel (charged at actual cost without markup)	\$7,500

3.5 Services or Data to Be Provided by City

The City will be responsible for providing and/or obtaining the following data:

- Certain administrative, operational, and response workload CAD data requested in the project kickoff meeting (i.e., data from dispatch, departments, GIS, etc.).
- Within the agreed upon timeframe, a consolidated set of comments on document drafts, including data analysis report and draft project report, which CPSM will address and incorporate into the final report.

CPSM expects the City to provide requested data and information in a timely manner. Delays in providing information and data will delay the delivery of the final report. Specific data and information requirements will be discussed with the City at the project kickoff meeting.

Additionally, we will be conducting a site visit and interviews with Department leadership, staff, and stakeholders, which will require the participation of some City and Department members. We are sensitive to your busy schedules and will conduct our work efficiently so as to minimize any impact on normal operations.

3.6 Services and Deliverables Provided by CPSM

3.6.1. Deliverables

For this project, CPSM will prepare a draft data report, draft project report, and a final version of the project plan that addresses the City's/Department's comments. Draft reports will be provided for department review in electronic format.

To be ecologically friendly, CPSM will deliver the final report in computer readable material either by email, CD or both. The final reports will incorporate the operational findings as well as data analysis. Should the municipality desire additional copies of the report, CPSM will produce and deliver the number of copies requested, which will be invoiced at cost.

3.6.2. Presentation

CPSM will prepare and conduct a presentation to be provided to the City Council at a date, time, and venue agreed upon with the City. The presentation will address the key findings of the assessment and recommendations and provide an opportunity to address audience questions.

We prepare in advance of our presentations to understand the intended audience and their specific needs and goals. This helps us present information in a manner that is sensitive to each presentation's audience composition, interests, and goals. Our presentation will incorporate use of multi-media tools to ensure that the presentation

communicates pertinent information to the audience effectively both in terms of content and interest. CPSM's subject matter experts are accustomed to providing such presentations to similar audiences for our other clients, and our presentations have been very well received both by our clients and stakeholder attendees.

3.7 Other Information

CPSM offers the City of San Luis Obispo a team of California-based policing subject matter experts each with extensive experience from their tenure as police chiefs for California municipalities. Our subject matter experts have collaborated on other similar comprehensive police department assessments, are accustomed to working together, and can hit the ground running.

Our firm experience includes performing 25 similar assessments for police departments in California. This experience in combination with our direct experience working in leadership positions for police departments in California gives us a strong knowledge of California laws and what is permitted in California, and a practical understanding of the issues faced by departments such as yours. For instance, our subject matter experts have dealt with the challenges of policing in communities that routinely experience significant day-time population increases.

We will not just produce a laundry list of "ideas" but rather recommendations based upon data with a legislative permission for use in California by California departments. This will carry through during and after the report — our team does not just parachute in and leave a report. Rather, we build relationships. We build team.

3.8 Critical Assumptions

CPSM has NEVER exceeded the agreed upon price but, instead, worked with clients to deliver every project at budget and on time. In our 10 years as a stand-alone firm and 10 years as part of ICMA—we have met this gold standard. A key factor is getting the data and department information uploads in a timely basis. Delays in working with our best-in-class data team can delay the onsite work of our operations team and production of the final report.

We do not base recommendations on assumptions, averages of other departments, or other studies. Each of our projects is created, analyzed, reviewed, and produced specifically for the community; much like an audit report for your finance department. You would not allow an auditor to give you another community's report; you should expect the same when it comes to a function of government that is so critical to the community and citizens—public safety.

4 Conclusion

Part of ICMA's mission is to assist local governments in achieving excellence through information and assistance. Following this mission, CPSM acts as a trusted advisor, assisting local governments in an objective manner. CPSM's experience in dealing with public safety issues combined with its background in performance measurement, achievement of efficiencies, and genuine community engagement, makes CPSM a unique and beneficial partner in dealing with issues such as those being presented in this proposal. We look forward to working with you further.

Appendix: Past and Current Engagements

Table 5. CPSM List of Past and Current Engagements

Locality	State	Project Description
Leduc County	AB	Fire Consolidation Plan
Leduc	AB	Comprehensive Analysis of Fire Services.
Kenai	AK	Comprehensive Analysis of Fire Services
Anniston	AL	Comprehensive Analysis of Police Services
Auburn	AL	Comprehensive Analysis of Fire Services
Auburn	AL	Comprehensive Analysis of Police Services
Dothan	AL	Comprehensive Analysis of Police Services
Pelham	AL	Police Chief Selection
Pelham	AL	Comprehensive Analysis of Fire and EMS Services
Little Rock	AR	Comprehensive Analysis of Police Services
Casa Grande	AZ	Comprehensive Analysis of Police Services
EL Mirage	AZ	Comprehensive Analysis of Police Services
EL Mirage	AZ	Comprehensive Analysis of Fire Services
Florence	AZ	Comprehensive Analysis of Police Services
Glendale	AZ	Fire Data Analysis
Lake Havasu City	AZ	Comprehensive Analysis of Police Services
Lake Havasu City	AZ	Comprehensive Analysis of Fire Services
Florence	AZ	Comprehensive Analysis of Police Services
Paradise Valley	AZ	EMS Review
Pinal County	AZ	Comprehensive Analysis of Sheriff's Office
Pinal County	AZ	Sheriff's Office Firearms Audit
Pinal County	AZ	Update of Sheriff's Office Workload
Prescott	AZ	Comprehensive Analysis of Fire Services
Prescott	AZ	Comprehensive Analysis of Police Services
Queen Creek	AZ	Fire Standards of Coverage Study
Queen Creek	AZ	Police Strategic Plan
Queen Creek	AZ	Comprehensive Analysis of Fire Services
Scottsdale	AZ	Comprehensive Analysis of Police Services
Tucson	AZ	Comprehensive Analysis of Police Services
Youngtown	AZ	Comprehensive Analysis of Police Services
Yuma	AZ	Comprehensive Analysis of Police Services
Alameda	CA	Comprehensive Analysis of Fire Services
Alameda	CA	Comprehensive Analysis of Police Services
Burbank	CA	Analysis of Investigations Workload / Staffing
Carlsbad	CA	Comprehensive Analysis of Police Services
Culver City	CA	Comprehensive Analysis of Police Services
El Centro	CA	Comprehensive Analysis of Police Services
El Centro	CA	Comprehensive Analysis of Fire Services

Locality	State	Project Description
Fairfield	CA	Comprehensive Analysis of Police Services
Greenfield	CA	Comprehensive Analysis of Police Services
Hermosa Beach	CA	Comprehensive Analysis of Fire Services
Hermosa Beach	CA	Comprehensive Analysis of Police Services
Huntington Park	CA	Comprehensive Analysis of Police Services
Indio	CA	Police Patrol Workload Analysis
Kern County	CA	Comprehensive Analysis of Fire Services
Laguna Woods	CA	Review of Sheriff's Office Service
Laguna Woods	CA	Review of Sheriff's Office Service 2017
Laguna Woods	CA	Review of Sheriff's Office Service 2019
Morgan Hill	CA	Fire Staffing Study
National City	CA	Comprehensive Analysis of Police Services
National City	CA	Comprehensive Analysis of Fire/EMS Services
Milpitas	CA	Comprehensive Analysis of Police Services
Morgan Hill	CA	Comprehensive Analysis of Police Services
Morgan Hill	CA	Comprehensive Analysis of Fire Services
Oakland	CA	Analysis of Police Workload Data
Palm Desert	CA	Comprehensive Analysis of Fire Services
Palo Alto	CA	Comprehensive Analysis of Fire Services
Pasadena	CA	Police Patrol Workload Analysis
Petaluma	CA	Comprehensive Analysis of Police Services
Petaluma	CA	Comprehensive Analysis of Fire Services
Placentia	CA	Comprehensive Analysis of Police Services
Placentia	CA	Analysis of Dispatch Operations
Placentia	CA	Fire Services Contract Analysis
Rohnert Park	CA	Comprehensive Analysis of Police Services
Salinas	CA	Comprehensive Analysis of Police Services
Salinas	CA	Comprehensive Analysis of Fire Services
San Diego County	CA	EMS Study
San Jose	CA	Fire Study Review
San Jose	CA	Police Study Review
San Mateo	CA	Dispatch Operations Review
Santa Ana	CA	Comprehensive Analysis of Police Services
Santa Clara	CA	Comprehensive Analysis of Police Services
Santa Cruz	CA	Comprehensive Analysis of Police Services
Santa Clara LAFCO	CA	Analysis of Regional Fire Service
Santa Monica	CA	Police Chief Selection
Santa Rosa	CA	Comprehensive Analysis of Police Services
Sonoma County	CA	Performance Measurement Analysis
Stockton	CA	Comprehensive Analysis of Police Services
Stockton	CA	Comprehensive Analysis of Fire Services
Torrance	CA	Police Strategic Plan

Locality	State	Project Description
Union City	CA	Comprehensive Analysis of Fire Services
Whittier	CA	Comprehensive Analysis of Police Services
Woodlands	CA	Police Chief Selection
Yuba City	CA	Comprehensive Analysis of Fire Services
Yuba City	CA	Comprehensive Analysis of Police Services
Federal Heights	CO	Comprehensive analysis of Police Services
Federal Heights	CO	Comprehensive analysis of Fire Services
Littleton	CO	Comprehensive Analysis of Fire Services
Littleton	CO	Review of Fire Consolidation Proposal
Steamboat Springs	CO	Comprehensive Analysis of Fire Services
Cheshire	CT	Police Management Review
Darien	CT	Fire and Emergency Services Analysis
Greenwich	CT	Analysis of Fire Response Times
Norwich	CT	Comprehensive Analysis of Fire Services
Southington	CT	Comprehensive Analysis of Fire Services
Bethany Beach	DE	EMS Apparatus Review
Bethany Beach	DE	EMS Review
Lewes	DE	Review of Police Services
S. Bethany Beach	DE	Police Department Review
Dover	DE	Comprehensive Analysis of Police Department
Dover	DE	Comprehensive Analysis of Fire Services
Alachua	FL	Expert Witness Law Enforcement Issues
BCCMA	FL	Review of Broward Sheriff's Office Services
Tamarac	FL	Analysis of Sheriff's Contract Services
Inverness	FL	Comprehensive Analysis of Fire Services
Citrus County	FL	Comprehensive Analysis of Fire Services
Cocoa	FL	Comprehensive Analysis of Police Services
Coconut Creek	FL	Comprehensive Analysis of Police Services
Delray Beach	FL	Comprehensive Analysis of Police Services
Delray Beach	FL	Comprehensive Analysis of Fire Services
Dunedin	FL	Police Consolidation Review
Hollywood	FL	Police Internal Affairs Review
Indiantown	FL	Comprehensive Analysis of County Fire Services
Indian River Shores	FL	Public Safety Staffing Analysis
Indian River Shores	FL	Public Safety Study
Jacksonville Bch	FL	Police Chief Selection
Jupiter Island	FL	Public Safety Department Review
Jupiter	FL	Police and Fire Department Studies
Jupiter	FL	Formation of Fire Department Consultation
Hobe Sound	FL	Public Safety Consolidation
Kenneth City	FL	Comprehensive Analysis of Police Services
Key Biscayne	FL	Fire Workforce Assessment

Locality	State	Project Description
Miami Beach	FL	Comprehensive Analysis of Fire Services
Naples	FL	Presentation
North Port	FL	Comprehensive Analysis of Police Services
Orange County	FL	Dispatch Center Staffing Study
Palm Coast	FL	Sheriff's Contract Workload Analysis
Parkland	FL	City Safety & Security Review
Pasco County	FL	Fire Workload Analysis
Pasco County	FL	Sheriff's Budget Review
Land O' Lakes	FL	Comprehensive Analysis of Fire Services
New Port Richey	FL	Sheriff Budget Analysis
Pompano Beach	FL	Comprehensive Analysis of Police Services
Venice	FL	Comprehensive Analysis of Fire Services
West Melbourne	FL	Formation of Fire Department Consultation
Alpharetta	GA	Comprehensive Analysis of Fire Services
Alpharetta	GA	Comprehensive Analysis of Police Services
Bulloch County	GA	Comprehensive Analysis of Fire Services
Camden County	GA	Police Consolidation Study
Camden County	GA	Comprehensive Analysis of Fire Services
Camden County	GA	Fire Consolidation Study
Kingsland	GA	Comprehensive Analysis of Fire Services
Kingsland	GA	Fire Consolidation St Marys
Woodbine	GA	Police Consolidation Study
Garden City	GA	Preliminary Analysis Public Safety Merger
Johns Creek	GA	Analysis of Fire Services
Kingsland	GA	Fire Consolidation Study
Roswell	GA	Comprehensive Analysis of Police Department
Roswell	GA	Fire Gap Analysis and Strategic Plan
Roswell	GA	Police Chief Selection
Sandy Springs	GA	Comprehensive Analysis of Police Department
St. Marys	GA	Fire Consolidation Study
Sylvester	GA	Comprehensive Analysis of Police Services
Ankeny	IA	Police Chief Selection
Boone	IA	Public Safety Consolidation
Boone	IA	Performance Measurement of Municipal
Hayden	ID	Comprehensive Analysis of Police Services
Jerome	ID	Analysis of Police Services
Algonquin	IL	Performance Measurement Analysis
Glenview	IL	Comprehensive Analysis of Police & Fire Services
Glenview	IL	Comprehensive Analysis of Police Services
Glenview	IL	Dispatch Operations Review
Highland	IL	Comprehensive Analysis of Fire Services
Highland Park	IL	Comprehensive Analysis of Fire Consolidation

Locality	State	Project Description
Highwood	IL	Comprehensive Analysis of Fire Consolidation
Lake Bluff	IL	Analysis of Fire Consolidation
Lake Bluff	IL	Fire Data Review
Lake Forest	IL	Analysis of Fire Consolidation
Lake Zurich	IL	Comprehensive Analysis of Fire Services
Naperville	IL	Workload, Staffing & Schedule Design
Roseville	IL	Comprehensive Analysis of Police Services
Skokie	IL	Comprehensive Analysis of Police Services
Springfield	IL	Comprehensive Analysis of Fire/EMS Services
St. Charles	IL	Police Staffing Review
Western Springs	IL	Comprehensive Analysis of Police Services
Indianapolis	IN	Police Workload & Deployment Services
Plainfield	IN	Comprehensive Analysis of Police Services
Topeka	KS	Preliminary Review of Fire Department
Danville	KY	Comprehensive Analysis of Fire Services
Danville	KY	Comprehensive Analysis of Police Services
Pikeville	KY	Comprehensive Analysis of Fire Services
Haverhill	MA	Comprehensive Analysis of Fire Services
Northborough	MA	Comprehensive Analysis of Police Services
Northborough	MA	Comprehensive Analysis of Fire Services
Northbridge	MA	Fire Strategic Plan
Plymouth	MA	Comprehensive Analysis of Fire Services
Lewiston	ME	Comprehensive Analysis of Fire Services
Biddeford	ME	Comprehensive Analysis of Fire Services
Cambridge	MD	Performance Measurement Study
Annapolis	MD	Comprehensive Analysis of Police Services
Ocean City	MD	Dispatch Operations Review
Rockville	MD	Comprehensive Analysis of Police Services
Montgomery County	MD	Re-Imagining Fire and EMS Services
Ann Arbor	MI	Comprehensive Analysis of Fire Services
Auburn Hills	MI	Comprehensive Analysis of Fire Services
Auburn Hills	MI	Comprehensive Analysis of Police Services
Battle Creek	MI	Comprehensive Analysis of Fire and EMS Services
Benton Harbor	MI	Public Safety Consolidation
Chesterfield	MI	Comprehensive Analysis of Police Services
Charlevoix	MI	EMS Study
Lansing	MI	Comprehensive Analysis of Police Services
Lansing	MI	Comprehensive Analysis of Fire Services
Delta Township	MI	Comprehensive Analysis of Fire Services
Delta Township	MI	Comprehensive Analysis of Police Services
Detroit Public Schools	MI	Police Department Review
Douglas	MI	Comprehensive Analysis of Police Services

Locality	State	Project Description
Flint	MI	Comprehensive Analysis of Fire Services
Flint	MI	Comprehensive Analysis of Police Services
Grand Blanc	MI	Comprehensive Analysis of Fire Services
Grand Rapids	MI	Analysis of Police Services Consolidation
Grand Rapids	MI	Comprehensive Analysis of Fire Services
Grand Traverse	MI	Fire Review
Grand Traverse	MI	Comprehensive Analysis of Fire Services
Green Lake Twp.	MI	Comprehensive Analysis of Fire Services
Grosse Pointe	MI	Public Safety Consolidation
Grosse Point Park	MI	Public Safety Consolidation Study
Kingsley	MI	Comprehensive Analysis of Fire Services
Hamtramck	MI	Comprehensive Analysis of Police Services
Hamtramck	MI	Police Study
Interlochen	MI	Comprehensive Analysis of Fire Services
Kalamazoo	MI	Police Workload / Contract for Services Analysis
Kentwood	MI	Analysis of Fire Services Consolidation
Larkin Twp.	MI	Comprehensive Analysis of Fire and EMS Services
Mott College	MI	Comprehensive Analysis of Police Services
Midland	MI	Comprehensive Analysis of Fire and EMS Services
Novi	MI	Comprehensive Analysis of Police Services
Novi	MI	Comprehensive Analysis of Fire Services
Oshtemo Twp.	MI	Review of Sheriff's Office Contract Services
Ottawa County	MI	Sheriff's Office Staffing Study
Petoskey	MI	Public Safety Consolidation
Plymouth	MI	Fire Services Consolidation
Plymouth	MI	Fire Service Analysis
Plymouth	MI	Public Safety Department Report
Royal Oak	MI	Comprehensive Analysis of Police Services
Royal Oak	MI	Comprehensive Analysis of Fire Services
Saginaw	MI	Comprehensive Analysis of Police Services
Saginaw	MI	Comprehensive Analysis of Fire Services
Saginaw	MI	Public Safety Workload Analysis
Saint Joseph	MI	Public Safety Consolidation
So. Kalamazoo	MI	Fire Services Review
Sturgis	MI	Public Safety Analysis
Troy	MI	Comprehensive Analysis of Police Services
Troy	MI	Review of Fire Administration and Inspections
Vicksburg	MI	Financial Analysis of Fire Authority
Wyoming	MI	Comprehensive Analysis of Police Services 2012
Wyoming	MI	Comprehensive Analysis of Fire Services 2012
Wyoming	MI	Comprehensive Analysis of Police Services 2009
Wyoming	MI	Comprehensive Analysis of Fire Services 2009

Locality	State	Project Description
Forest Lake	MN	Comprehensive Analysis of Police Services
Mankato	MN	Public Safety Study
Moorhead	MN	Comprehensive Analysis of Fire Services
North St. Paul	MN	Public Safety Strategic Plan
Saint Cloud	MN	Police Strategic Planning Review
Saint Cloud	MN	Comprehensive Analysis of Police Services
Stearns County	MN	Comprehensive Analysis of Sheriff's Office
Stearns County	MN	Sheriff's Office Strategic Plan
Brentwood	MO	Comprehensive Analysis of Police Services
Brentwood	MO	Police Chief Selection
Brentwood	MO	Police Data Update
Hazelwood	MO	Fire Services Consultation
Hazelwood	MO	Fire / EMS Analysis
Osage Beach	MO	Comprehensive Analysis of Police Services
Saint Louis	MO	Comprehensive Analysis of Fire Services
Saint Louis	MO	Comprehensive Analysis of Police Services
Saint Louis	MO	Standard of Response / Risk Assessment
Billings	MT	Comprehensive Analysis of Fire/EMS Services
Billings	MT	Comprehensive Analysis of Police Services
Bozeman	MT	Fire Protection Master Plan
Kalispell	MT	EMS Study
Bald Head Island	NC	Public Safety Staffing Review
Bald Head Island	NC	Public Safety Consolidation
Chapel Hill	NC	Comprehensive Analysis of Police Services
Cornelius	NC	Fire Consolidation Study
Davidson	NC	Fire Consolidation Study
Franklin County	NC	EMS Comprehensive Review
Greenville	NC	Comprehensive Analysis of Fire Services
Hickory	NC	Comprehensive Analysis of Fire Services
Huntersville	NC	Comprehensive Analysis of Fire Services
Matthews	NC	Comprehensive Analysis of Police Services
Oxford	NC	Comprehensive Analysis of Fire Services
Oxford	NC	Comprehensive Analysis of Police Services
Rocky Mount	NC	AED Grant Assistance
Rocky Mount	NC	Comprehensive Analysis of Police Services
Grand Island	NE	Comprehensive Analysis of Police Services
Grand Island	NE	Comprehensive Analysis of Fire Services
South Sioux City	NE	Fire Services Strategic Plan
Exeter	NH	Comprehensive Analysis of Fire Services
Exeter	NH	Comprehensive Analysis of Police Services
East Brunswick	NJ	EMS Study
Oradell	NJ	Comprehensive Analysis of Police Services

Locality	State	Project Description
Paterson	NJ	Review of Police Services
South Orange	NJ	Comprehensive Analysis of Police Services
Trenton	NJ	Comprehensive Analysis of Fire Services
Westwood	NJ	Comprehensive Analysis of Police Services
Bernalillo	NM	Comprehensive Analysis of Fire Services
Las Cruces	NM	Comprehensive Analysis of Fire Services
Las Cruces	NM	Comprehensive Analysis of Police Services
Ruidoso	NM	Comprehensive Analysis of Police Services
Boulder City	NV	Police Organizational Study
Henderson	NV	Comprehensive Analysis of Police Services
Las Vegas	NV	Comprehensive Analysis of Fire Services
North Las Vegas	NV	Fire Workload Analysis
Reno	NV	Comprehensive Analysis of Fire Services
Briar Cliff Manor	NY	Analysis of Police Consolidation
Canandaigua	NY	Regional Fire Services Study
Garden City	NY	Comprehensive Analysis of Fire Services
Garden City	NY	Comprehensive Analysis of Police Services
Garden City	NY	Patrol Workload Analysis Update
Long Beach	NY	Comprehensive Analysis of Fire and EMS Services
Oneonta	NY	Comprehensive Analysis of Fire and EMS Services
Oneonta	NY	Fire Apparatus Review
Orchard Park	NY	Comprehensive Analysis of Police Services
Ossining	NY	Analysis of Police Consolidation
Ossining Town	NY	Analysis of Police Consolidation
Otsego County	NY	Comprehensive Analysis of EMS Services
Ulster County	NY	Comprehensive Analysis of EMS Services
Rye	NY	Police Chief Selection
Steuben County	NY	Regional EMS Analysis
Watertown	NY	Comprehensive Analysis of Fire Services
Cincinnati	OH	Police Dispatch Review
Dayton	OH	Police Internal Affairs Review
Huron	OH	Comprehensive Analysis of Police Services
Huron	OH	Comprehensive Analysis of Fire Services
Independence	OH	Comprehensive Analysis of Police Services
Independence	OH	Comprehensive Analysis of Fire Services
Sandusky	OH	Fire Study
Sandusky	OH	Police Study
Broken Arrow	OK	Comprehensive Analysis of Police Services
Broken Arrow	OK	Comprehensive Analysis of Fire Services
Edmond	OK	Comprehensive Analysis of Police Services
Jenks	OK	Comprehensive Analysis of Police Services
Jenks	OK	Comprehensive Analysis of Fire Services

Locality	State	Project Description
Muskogee	OK	Comprehensive Analysis of Police Services
Tulsa	OK	Comprehensive Analysis of Fire Services
Bend	OR	Comprehensive Analysis of Police Services
Forest Grove	OR	Police Planning Study
Grants Pass	OR	Comprehensive Analysis of Fire Services
Grants Pass	OR	Comprehensive Analysis of Police Services
Grants Pass	OR	Public Safety Strategic Plan Development
Ontario	OR	Comprehensive Analysis of Police Services
Ontario	OR	Comprehensive Analysis of Fire Services
Medford	OR	Comprehensive Analysis of Police Services
Medford	OR	Comprehensive Analysis of Fire Services
Cumru Twp.	PA	Comprehensive Analysis of Police Services
Cumru Twp.	PA	Police Chief Selection
Ephrata	PA	Comprehensive Analysis of Police Services
Farrell	PA	Comprehensive Analysis of Police Services
Haverford	PA	Comprehensive Analysis of Fire and EMS Services
Manheim Twp.	PA	Comprehensive Analysis of Police Services
Phoenixville Boro	PA	Comprehensive Analysis of Police Services
Tredyffrin Twp.	PA	Comprehensive Analysis of Police Services
Lower Windsor Twp.	PA	Comprehensive Analysis of Police Services
Upper Providence	PA	Comprehensive Analysis of Police Services
Upper Providence	PS	Fire Services Collective Bargaining Consultation
Wrightsville	PA	Comprehensive Analysis of Police Services
East Providence	RI	Comprehensive Analysis of Fire Services
East Providence	RI	Expert Witness Fire Issues
Beaufort	SC	Review of Fire Service Contract
Beaufort	SC	Comprehensive Analysis of Police Services
Beaufort	SC	Comprehensive Analysis of Fire Services
Myrtle Beach	SC	Comprehensive Analysis of Police Services
Walterboro	SC	Comprehensive Analysis of Public Safety Dept.
Brookings	SD	Comprehensive Analysis of Police Services
Rapid City	SD	Comprehensive Analysis of Fire Services
Germantown	TN	Comprehensive Analysis of Fire Services
Johnson City	TN	Comprehensive Analysis of Fire Services
Johnson City	TN	Comprehensive Analysis of Police Services
Smyrna	TN	Comprehensive Analysis of Police Services
Smyrna	TN	Comprehensive Analysis of Fire Services
Addison	TX	Comprehensive Analysis of Fire Services
Addison	TX	Comprehensive Analysis of Police Services
Allen	TX	Comprehensive Analysis of Police Services
Baytown	TX	EMS Study
Belton	TX	Comprehensive Analysis of Police Services

Locality	State	Project Description
Belton	TX	Comprehensive Analysis of Fire Services
Belton	TX	Police Chief Selection
Belton	TX	Fire Chief Selection
Brownsville	TX	Comprehensive Analysis of Police Services
Brownsville	TX	Comprehensive Analysis of Fire/EMS Services
Bryan	TX	Comprehensive Analysis of Fire Services
Buda	TX	Comprehensive Analysis of Police Services
Cedar Park	TX	Comprehensive Analysis of Police Services
College Station	TX	Comprehensive Analysis of Fire Services
Conroe	TX	Fire Services Analysis and Standard of Response
Corinth	TX	Comprehensive Analysis of Fire Services
Frisco	TX	Comprehensive Analysis of Fire Services
Garland	TX	Fire Master Plan
Highland Village	TX	Fire Review
Hutto	TX	Comprehensive Analysis of Fire Services
Lucas	TX	Fire and EMS Analysis
Lufkin	TX	Comprehensive Analysis of Fire Services
New Braunfels	TX	Fire Study
New Braunfels	TX	Police Study
Prosper	TX	Comprehensive Analysis of Police Services
Round Rock	TX	Comprehensive Analysis of Fire Services
Sugar Land	TX	Comprehensive Analysis of Police Services
Sugar Land	TX	Fire Department Overtime Analysis
Sugar Land	TX	Comprehensive Analysis of Fire Services
Victoria	TX	Comprehensive Analysis of Police Services
Toole City	UT	Comprehensive Analysis of Fire Services
Toole County	UT	Fire Feasibly / Cost Analysis
Washington City	UT	Comprehensive Public Safety Analysis
Hampton	VA	Police Chief Selection
Loudoun County	VA	Comprehensive Analysis of Sheriff's Services
Loudoun County	VA	Comprehensive Analysis of Fire Services
Roanoke County	VA	Comprehensive Analysis of Fire and EMS Services
Bonney Lake	WA	Comprehensive Analysis of Police Services
Duvall	WA	Police Staffing Study
Edmonds	WA	Comprehensive Analysis of Police Services
Kelso	WA	Comprehensive Analysis of Police Services
Lacey	WA	Comprehensive Analysis of Fire Services
Snoqualmie	WA	Police Workload & Deployment Analysis
Leavenworth	WA	Sheriff's Contract Review
Marysville	WA	Comprehensive Analysis of Police Services
Marysville	WA	Comprehensive Analysis of Police Services
Mercer Island	WA	Fire Services Review

Locality	State	Project Description
Mill Creek	WA	Comprehensive Analysis of Police Services
Mill Creek	WA	Comprehensive Analysis of Fire Services
Spokane Valley	WA	Comprehensive Analysis of Police Services
Tukwila	WA	Comprehensive Analysis of Fire Services
Vancouver	WA	Comprehensive Analysis of Police Services
Vancouver	WA	Police Chief Selection
Baraboo	WI	Fire / EMS Merger Study
Baraboo	WI	Fire Standard of Cover and Fire Strategic Plan
Dunn County	WI	Sheriff Office Study
Wauwatosa	WI	Comprehensive Analysis of Fire Services
Wauwatosa	WI	Comprehensive Analysis of Police Services
Casper	WY	Comprehensive Analysis of Police Services
Jackson	WY	Police Consolidation Review
Laramie	WY	Comprehensive Analysis of Police Services

Recommended FTE's	Implementation Option 1							
	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31	FY 31-32	FY 32-33
	2025-27 Financial Plan	2027-29 Financial Plan	2027-29 Financial Plan	2029-31 Financial Plan	2029-31 Financial Plan	2031-33 Financial Plan	2031-33 Financial Plan	2031-33 Financial Plan
Officer Positions:								
Patrol Officer (6)	2		2		2			
Detective (2)				1			1	
School Resource Officer (1)						1		
Sergeant Positions:								
Patrol Sergeant (1)		1						
Training / Internal Affairs Sergeant (1)				1				
Dispatch Position:								
Dispatcher (1)	1		1					
1/2 Time Civilian Positions:								
Admin Asst. Hiring (.5 FTE)					0.5			
Admin Asst. Counter (.5 FTE)		0.5						
Total Est. Salary, Benefits & Equipment*	575,554	290,175	593,272	517,929	530,466	295,031	273,562	0
Est. per Financial Plan	865,729		1,111,201		825,498		273,562	
Est. Offsetting Revenue COPS Hiring Grant**	(88,873)	(81,493)	(79,634)	0	0	0	0	0
Revised Total Est. per Financial Plan by Budget	776,856		1,031,567		825,498		273,562	
Total Cumulative Costs	695,363		1,726,930		2,552,428		2,825,990	

*Estimates are based on FY 25-26 salaries and include 2% inflator each year. Equipment includes officer safety equipment and vehicles.

**Offsetting COPS funding totals \$250,000 for a three year period for 2 officers.

Recommended FTE's	Implementation Option 2							
	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31	FY 31-32	FY 32-33
	2025-27 Financial Plan	2027-29 Financial Plan	2027-29 Financial Plan	2029-31 Financial Plan	2029-31 Financial Plan	2031-33 Financial Plan	2031-33 Financial Plan	2031-33 Financial Plan
Officer Positions:								
Patrol Officer (6)		2		2		2		
Detective (2)					1			1
School Resource Officer (1)							1	
Sergeant Positions:								
Patrol Sergeant (1)			1					
Training / Internal Affairs Sergeant (1)					1			
Dispatch Position:								
Dispatcher (1)	1			1				
1/2 Time Civilian Positions:								
Admin Asst. Hiring (.5 FTE)						0.5		
Admin Asst. Counter (.5 FTE)			0.5					
Total Est. Salary, Benefits & Equipment*	118,774	463,176	395,608	602,397	507,548	538,336	198,562	277,164
Est. per Financial Plan	581,950		998,005		1,045,883		475,726	
Est. Offsetting Revenue COPS Hiring Grant**	0	(88,873)	(81,493)	(79,634)	0	0	0	0
Revised Total Est. per Financial Plan by Budget	493,077		836,878		1,045,883		475,726	
Total Cumulative Costs	493,077		1,329,955		2,375,838		2,851,564	

*Estimates are based on FY 25-26 salaries and include 2% inflator each year. Equipment includes officer safety equipment and vehicles.

**Offsetting COPS funding totals \$250,000 for a three year period for 2 officers.

Recommended FTE's	Implementation Option 3							
	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31	FY 31-32	FY 32-33
	2025-27 Financial Plan	2027-29 Financial Plan	2027-29 Financial Plan	2029-31 Financial Plan	2029-31 Financial Plan	2031-33 Financial Plan	2031-33 Financial Plan	2031-33 Financial Plan
Officer Positions:								
Patrol Officer (6)	2	2	2					
Detective (2)		1		1				
School Resource Officer (1)				1				
Sergeant Positions:								
Patrol Sergeant (1)	1							
Training / Internal Affairs Sergeant (1)			1					
Dispatch Position:								
Dispatcher (1)	1				1			
1/2 Time Civilian Positions:								
Admin Asst. Hiring (.5 FTE)					0.5			
Admin Asst. Counter (.5 FTE)		0.5						
Total Est. Salary, Benefits & Equipment*	798,180	764,360	819,819	451,353	175,890	0	0	0
Est. per Financial Plan	1,562,540		1,271,172		175,890		0	
Est. Offsetting Revenue COPS Hiring Grant**	(88,873)	(81,493)	(79,634)	0	0	0	0	0
Revised Total Est. per Financial Plan by Budget	1,473,667		1,191,538		175,890		0	
Total Cumulative Costs	1,392,174		2,583,712		2,759,602		2,814,794	

*Estimates are based on FY 25-26 salaries and include 2% inflator each year. Equipment includes officer safety equipment and vehicles.

**Offsetting COPS funding totals \$250,000 for a three year period for 2 officers.



Department: Public Works
Cost Center: 5000
For Agenda of: 1/14/2025
Placement: Business
Estimated Time: 30 Minutes

FROM: Matt Horn, Public Works Director
Prepared By: Greg Cruce, Deputy Director of Public Works – Maintenance Operations

SUBJECT: PRESENT THE 2024 PUBLIC WORKS MAINTENANCE DIVISION STAFFING STUDY

RECOMMENDATION

Receive and file the 2024 Public Works Maintenance Division staffing study final report.

POLICY CONTEXT

During the 2023-25 budget setting process, the City Council set four Major City Goals, which included: 1. Climate Action, Open Space & Sustainable Transportation, 2. Diversity, Equity and Inclusion (DEI), 3. Economic Resiliency, Cultural Vitality and Fiscal Sustainability, and 4. Housing and Homelessness. The scope of services completed by the Public Works Maintenance Division is extensive and plays an integral part of all Major City Goals.

DISCUSSION

Background

The Public Works Department is one of ten departments within the City and has 116 full-time and supplemental staff members. The department has three separate divisions: Engineering, Maintenance Operations, and Mobility Services. The Public Works Maintenance Division (Maintenance Division) is the largest division within the department and consists of 53 staff members. The Maintenance Division is responsible for maintenance and repair of City facilities, fleet assets, parks and landscaped areas, and all City-owned infrastructure within the public right-of-way, which includes streets, streetlights, traffic signals, sidewalks, signs, furnishings, and trees. In addition to regular preventative and reactive maintenance, the division supports a wide array of special events and City emergencies throughout the year on a planned and unplanned basis. The division is also responsible for managing clean ups of encampments and abandoned trash in the public-right-of-way, City parks and City facilities. This work is completed by seven separate operating programs within the division: Facilities Maintenance, Fleet Maintenance, Parks Maintenance, Streets and Sidewalk Maintenance, Signals and Streetlight Maintenance, Swim Center Maintenance, and Urban Forest Services.

Over the past five years, the City has experienced considerable growth in residential and commercial development, resulting in additional infrastructure maintenance needs. For example, new parks are often required as part of a larger residential development, which necessitate added maintenance services to maintain the new parks. Additionally, the passage of Measure G-20 in the 2020 November general election increased the local sales tax revenue in the City by an additional 1% (from 0.5% to 1.5%), enabling the City to deliver a larger capital plan annually, expanding the City's maintenance needs. Lastly, implementation of new technology such as AskSLO, sustainability goals, and addressing homelessness and community expectations are resulting in a higher level of maintenance needs.

As the roles, responsibilities, and expectations of the Maintenance Division have increased in the past five years, department leadership has explored structural changes within the division and evaluated methods of service delivery to meet the changing and dynamic environment. The purpose of this Council discussion is to provide a current overview of the City's different maintenance programs, a recently completed assessment of the Maintenance Division by consulting firm Baker Tilly, and their recommendations on immediate resource augmentation priorities. Staff further invite City Council comments, questions, and general input on the Public Works Maintenance Division.

Attachment A provides the current context for the Maintenance Division in detail and an overview of the Baker Tilly report. This supplemental report includes an overview of the major maintenance functions, historic staffing levels, current challenges and opportunities, as well as immediate and long-term needs.

Attachment B is the resource report provided by Baker Tilly. Their assessment was supported by review of relevant City documents and work order data, interviews of City staff and key stakeholders, and review of peer city data review and maintenance best management practices.

Baker Tilly considered the current context and analyzed all the data to form 24 recommendations. The recommendations fall into five major categories:

- Organizational Structure and Staffing
- Performance Measurement/Management
- Technology and Tools
- Service Level Agreements
- Strategic Communication

Several of their recommendations are minor in cost (staff time primarily), such as evaluating the need for future resources as new assets like parks come online in the future, developing performance measurements, and improving communications and expectations with regard to the online tool Ask SLO.

Other recommendations are more resource heavy. Those come in the form of recommendations for additional staffing. The table below outlines Baker Tilly’s recommendations for immediate staffing additions. (Some of the recommendations have already been implemented).

Baker Tilly Recommended Immediate FTE Needs			
Priority	Program	Request	Annual Cost
1	Fleet	Lead Mechanic* ¹	\$100,447
2	PW Admin	Maintenance Superintendent (2 FTE)**	N/A
3	Parks	Parks Crew Coordinator**	N/A
4	Facilities	Facilities Technician*	\$92,325
5	Fleet	Fleet Specialist (Half Time to Full Time)*	\$41,223
6	PW Admin	Business Analyst	\$119,828
		Total	\$353,823

* Request titles that are appended by an asterisk (*) indicate the request is considered internal services and support work efforts from different departments and programs within the City. These positions result in partial reimbursement to the General Fund for work that is specific to the Parking, Sewer and Water Enterprise funds.

** The addition of two superintendents was recommended to enhance operations, long-range planning, and overall management support. These positions were added at the 2024-25 Supplemental Budget, with one Superintendent managing the Parks Maintenance and Urban Forestry Programs and the other overseeing Streets Maintenance, Signals and Streetlight Programs. The new management layer will also aid with succession planning and opportunities for staff advancement. One Parks Crew Coordinator position was also created in the 2024-25 Supplemental Budget, utilizing existing financial resources to not increase the department’s overall budget.

Previous Council or Advisory Body Action

The City had a third party conduct an organizational assessment of the Public Works Department as a whole in 2011, which included an analysis of the Maintenance Division as part of the work.

Public Engagement

Engagement work for this resources report was focused on City Management, Department Directors and Deputy Directors, and Maintenance Supervisors. External engagement was completed with the Downtown SLO CEO as a frequent stakeholder in maintenance activities and downtown partner.

CONCURRENCE

The staffing study final report has been shared with the Human Resources and Finance Departments.

¹ The Lead Mechanic job description does not currently exist; the anticipated expense was used from similar positions in the City’s salary schedule.

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: No
 Funding Identified: No

Budget Year: 2025-2033

Fiscal Analysis:

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

The implementation of new positions will have a fiscal impact to the City. The exact impact is unknown at this time as it will vary depending on the number of positions added and hired and the cadence at which they are hired. Included as Attachment C to this report are three different options for phased implementation of the Baker Tilly report’s recommendations as well as ongoing costs. It should be noted that future costs shown in future years will need to be escalated with the appropriate inflationary index.

ALTERNATIVES

Council could decide to not receive and file the staffing study. This action is not recommended by staff as the staffing study provides an updated, comprehensive department analysis and identifies areas for procedural and staffing improvements.

ATTACHMENTS

- A - Maintenance Division Overview
- B - Baker Tilly Resources Report
- C - Phased Resource Implementation Options

ATTACHMENT A

MAINTENANCE DIVISION ORGANIZATIONAL REVIEW UPDATE (Supplement to the 2024 Baker Tilly Resource Report)

BACKGROUND

In June 2023, Baker Tilly a consulting firm that focuses on municipal needs related to executive support, organizational enhancements, performance and process improvements, and strategic planning began work on a Maintenance Division Organizational Review for the City of San Luis Obispo's Public Works Department. That update was completed, and a report was submitted to the City on May 14, 2024 and is included as an attachment to the staff report.

The roles, responsibilities, and expectations of the Maintenance Division within the Public Works Department have increased in the past five years, causing department leadership to explore structural changes within the division and evaluate methods of service delivery to meet the changing and dynamic environment.

This report is based upon information gathered from a resource review completed by the consulting firm Baker Tilly and provides additional background and, as appropriate, recommendations for the Department's future resource planning based on Baker Tilly's analysis.

Part 1: Maintenance Division and Resource Assessment Introduction

Division Overview and Project Approach

The Public Works Department is one of ten departments within the City and has 116 full-time and supplemental staff members. The department has three separate divisions: Engineering, Maintenance Operations, and Mobility Services. The Public Works Maintenance Division (PWMD) is the largest division within the department and consists of 53 staff members. The PWMD is responsible for maintenance and repair of City facilities, fleet assets, parks and landscaped areas, and all City-owned infrastructure within the public right-of-way, which includes streets, streetlights, traffic signals, sidewalks, signs, furnishings, and trees. In addition to regular preventative and reactive maintenance, the division supports a wide array of special events and City emergencies throughout the year on a planned and unplanned basis. The division is also responsible for managing homeless encampment clean ups and abandoned trash in the public-right-of-way, City parks and City facilities. This work is completed by seven separate operating programs within the PWMD: Facilities Maintenance, Fleet Maintenance, Parks Maintenance, Streets and Sidewalk Maintenance, Signals and Streetlight Maintenance, Swim Center Maintenance, and Urban Forest Services.

Over the past five years, the City has experienced considerable growth in residential and commercial development, resulting in additional infrastructure maintenance needs. For

example, new parks are often required as part of a larger residential development, which necessitate added maintenance services to maintain the new parks. Additionally, the passage of Measure G-20 in the 2020 November general election increased the local sales tax revenue in the City by an additional 1% (from 0.5% to 1.5%), which is allowing the City to deliver a larger capital plan annually, expanding the City's maintenance needs. Lastly, implementation of new technology, sustainability goals, and addressing homelessness and community expectations are resulting in a higher level of maintenance needs.

To address this, the department contracted with Baker Tilly, a local government consulting firm, to perform an organizational assessment of the PWMD. The assessment was focused on the Maintenance Division's organizational structure, work practices, and staffing levels to ensure the division is contributing to a clean, safe, and beautiful SLO. In preparation to provide the final report and recommendations to the City, Baker Tilly's primary areas of focus were:



Summary of Findings

Baker Tilly reviewed the local survey data and comparative analysis with other cities to develop 24 different recommendations, which fit into three themes:



A comprehensive explanation of the recommendations can be found in the consultant's report (Attachment B to the staff report) and will be discussed below at a high level. Within the 2024-25 Supplemental Budget, the department was able to implement some recommendations that did not increase the department's overall budget. These recent organizational changes will be discussed in this section with specific staffing positions being covered in Part 2 of this attachment.

Organizational Structure and Staffing

One of the critical challenges facing the PWMD is the span of control in certain programs is rather broad. While there is no universal ideal number of direct reports, the ratio in the Parks and Streets Maintenance Programs is large with the supervisor managing 15 direct reports. This has led to many staff working independently and on different complex tasks without sufficient supervision. The ratio within the programs results in overburdened supervisors, which impact the programs' ability to allocate adequate attention to strategic planning, process improvements, and performance management.

The PWMD has a relatively flat structure, with five maintenance supervisors reporting to the Deputy Director – Maintenance Operations. Additionally, not all of the programs have the support of Maintenance Coordinators (a position in between front-line staff and supervisors), which hinders effective management oversight of the operations. The addition of two superintendents was recommended to enhance operations, long-range planning, and overall management support. These positions were added at the 2024-25 Supplemental Budget, with one Superintendent managing the Parks Maintenance and Urban Forestry Programs and the other overseeing Streets Maintenance, Signals and Streetlight Programs. The new management layer will also aid with succession planning and opportunities for staff advancement.

Capital projects implemented by the City generally require an increased level of maintenance, but additional resources are not always available to support this need. Baker Tilly recommends that an analysis of maintenance resources and requirements be reviewed and discussed prior to implementing new work programs and the investment into new City assets (such as parks and facilities). While this work does occur currently, the level of detail and depth of analysis varies from project to project.

The assessment includes multiple recommendations specific to Parks Maintenance staffing aside from creating new positions. These recommendations are targeted to increase efficiencies, which include:

- *Create a maintenance plan for the parks system and update the plan as new parks come on-line.* The program has individual maintenance plans for select parks, but many are outdated, and the current staffing capacity does not allow for the continual update to these documents.
- *Assign a Parks Maintenance Specialist to respond to impacts related to homelessness and vandalism within the parks.* Adding an FTE position to address these impacts such as vandalism, trash, graffiti, and encampments in the City's parks would allow this need to be addressed without re-tasking a Parks Maintenance Specialist from their assigned duties. While this workload would vary, it is thought this person could also address recycling trash collections in the parks system as a recycling program in all parks continues to be a community priority.
- *Evaluate dividing the parks into sections and utilize a team-based approach to parks maintenance.* This maintenance approach is common in mid to larger sized municipalities for maintaining parks. The City's current model has an assigned staff member to specific parks to complete all maintenance. This has proven effective by allowing the staff member to become more familiar with the facilities they maintain and the community members who frequent the facilities. Staff recommends continuing with the site-specific Parks Specialist approach as the benefits of having staff familiar with all aspects of the facility, including the community who use them is greater than the benefits of a team-based approach.

- *Evaluate the consolidation of golf maintenance with parks maintenance.* Currently, maintenance of the Laguna Lake Golf Course is managed by the Parks and Recreation Department. Staff have had discussions about the consolidation, and these conversations will continue as appropriate.

Baker Tilly also recommends that maintenance programs increase the use of contract services for reoccurring routine tasks, such as mowing of turf and cleaning of downtown sidewalks for cleanliness. Due to the amount of time spent on these tasks by current staff, increasing contract services in these areas would be a good value for the City and allow staff to focus on higher level tasks within their current scope and job descriptions.

Performance Measures

Performance Measurement is an important tool for evaluating service effectiveness and efficiency. This is done through continuous data collection and reporting on selected services and programs. When the PWMD first implemented its asset management software, CityWorks, each program supervisor was responsible for the implementation, which resulted in an inconsistent approach. Prior to the assessment of Baker Tilly, staff identified this issue and has been working to create consistency among the different maintenance programs. More work is needed in this area and staff is evaluating how best to use existing resources to complete the day-to-day work and focus on and complete higher-level tasks, strategic planning, which would include a comprehensive performance measure reporting system.

Technology and Tools

In 2022, the City launched an online (website and smartphone app formats) resident engagement platform, known as “Ask SLO”. This program is very popular with the community with nearly 2,000 requests in the first year of service. The popularity continued to grow in the second year with over 2,200 requests submitted to the Public Works Department alone, with approximately 80% of those requests assigned to PWMD programs. This high volume of work orders has strained PWMDs capacity and required staff to prioritize requests based on type. This can cause angst by the reporting party and a perception the City has forgotten about the request. The division continues to refine the use of Ask SLO with standard responses qualifying requests that include:

- Notification that a work order has been assigned to the appropriate program.
- Notification that the work order has been completed, and the issue is resolved.
- The work requested is part of a routine work program with links to schedules and details on the work program.
- The request is not within the City’s jurisdiction and the appropriate agency has been notified.
- The repairs are the responsibility of the private property owner, and the City has noticed the responsible party.

The PWMD provides service to both internal and external customers. Internal customers are typically other departments, programs or staff that work within the City organization and external customers are the community the City organization services. Service Level

Agreements (SLAs) are formal agreements between a service provider (PWMD) and an internal customer group, in this case, other departments and programs within the City. SLAs are an effective way to define the expected level of service by outlining the specific services provided to the customer. The PWMD has implemented multiple SLAs with various City departments. This has proven an effective way for maintenance programs to focus on core services first ahead of other requests that may be unique or outside the program's typical work parameters as resources permit. The division could benefit from implementing additional SLAs and intends to do so as capacity grows.

Part 2: Overview of the Public Works Maintenance Division Programs

Part 2 of this supplemental report includes an overview of each of the Maintenance Division Programs. Each section includes recommendations made by Baker Tilly, with a focus on the immediate resource needs. Baker Tilly alludes to the need to perform an evaluation of long-term needs, in several of their recommendations, when contemplating new capital projects and new assets.

Facilities Maintenance & Swim Center Maintenance

The Facilities Maintenance Program consist of two programs, Facilities and the Swim Center.

Programs Description

The Facilities Maintenance Program provides interior and exterior maintenance services for most City building types, except for the Treatment Plants, Pump Stations, Parking Garages, Transit Yard, Parks Restrooms, Laguna Lake Golf Course, and City Adobes. The program oversees unplanned repairs to existing building features such as roofs, ceilings, walls, floors, doors, windows, plumbing, electrical systems, Hayworth systems furniture, security and fire alarm systems and heating, ventilation, and air conditioning systems (HVAC). The program also oversees planned and budgeted minor capital improvement projects related to building maintenance that are not costly or complex enough to require engineering oversight, as well as contract services for HVAC, janitorial services, fire suppression, limited first aid kit service, elevator inspection, alarm monitoring and testing, sprinkler system testing and certification, and pest control.

The Swim Center Maintenance Program maintains the swimming/diving pool and the therapy pool including all water treatment and mechanical equipment in compliance with Health Department Standards. Additionally, this program oversees the two bathhouses and swim deck area. These facilities are located at the pool complex located at Sinsheimer Park and referred to as the SLO Swim Center.

Core Services & Objectives

- Maintain the aquatic facilities in a clean, safe, and efficient manner
- Provides skilled maintenance and specialized technical services
- Oversee contract maintenance services

- Operates the aquatic facilities in compliance with Health Department Regulatory requirements
- Maintain City buildings in a clean, safe, and efficient manner
- Provides skilled maintenance and specialized technical services
- Oversee contract maintenance services
- Provides technical support and consultation services for building improvements

Recommendations

Each of the two Facilities Maintenance Programs has a specific operating budget; however, roles and responsibilities are similar and the five technicians often cross program lines to assist with completing the work as both programs are managed by the same supervisor. The Programs are currently responsible for maintaining approximately 238,000 square feet of City facilities and two pools. The current mechanical, security, and electrical systems within the facilities are becoming increasingly more complex, requiring an increased workload for the program.

Baker Tilly is recommending one additional full-time Facilities Aid to assist the program completing the lower-level technical work, which will allow the senior technicians to focus on more complex work and provide an opportunity for proper training of complex mechanical systems as the new technician gains experience. The division transitioned to Skills Based Pay in 2015, with a single job description and nine steps, depending on skill level. The recommended Facilities Aid would be comparable to a Facilities Maintenance Technician, step 1, which staff has included in the recommendations.

FACILITIES MAINTENANCE

The Facilities Maintenance Program provides full maintenance service for all City buildings except the Water and Wastewater Utilities Plants and the Transit Operations Center. This includes general maintenance, testing and inspections of Alarms, Fire sprinkler systems, and elevators at multiple Facilities.

- 1 SUPERVISOR
- 5.5 MAINTENANCE TECHNICIANS
- 238,000 SQUARE FEET OF FACILITIES MAINTAINED
- COMPLETE ON AVERAGE OVER 1,700 WORK ORDERS ANNUALLY
- 2 Chillers
- 2 Swimming Pools
- 2 HVAC Hydronic Systems
- 25 Heat Pumps
- 7 Commercial Boilers
- 23 Package Units
- 20 HVAC Split Systems
- 11 Heating Systems

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Facilities Maintenance Program has maintained the same staffing levels since 1998. Since that time the program has added the following facilities: Public Safety Dispatch Center, Fire Department Museum and Warehouse, 919 Palm Offices, Corp Yard Warehouse, Therapy Pool, Railroad Museum, and the new Police facility at 1106 Walnut.

Facilities Maintenance Historic Program Staffing Levels																				
2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5
Historic Work Order Count																				
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1021	1365	1308	1174	1026	1202	1228	1188	1372	1649	1656
Resources																				
Existing										Recommended										
1 – Supervisor										1 - FTE Facilities Maintenance Aid										
5 – Facilities Technicians																				
0.5 – Supplemental Pool Aid																				

Fleet Maintenance

Programs Description

The Fleet Services Program is responsible for the procurement, disposal, maintenance and repairs of all City vehicles and construction equipment except those used in the Transit Program and Fire Department.

Core Services & Objectives

- Provides a safe and reliable City fleet balancing maintenance and capital costs
- Provides comprehensive support for Police fleet asset maintenance and repair
- Responsible for safeguarding and disposal of automotive waste material stored at the Corporation Yard
- Provides specialized maintenance and fabrication services
- Completes vehicle procurement and disposal
- Completes reporting for State and Federal regulatory programs
- Completes fuel purchasing
- Maintains fuel dispensing station, EV chargers, and vehicle wash facility at the Corp Yard

Recommendations

The current inventory consists of approximately 300 assets, which are maintained by three mechanics, one supervisor, and one half-time fleet specialist. The total number of assets maintained by the program has risen over the years with the addition of more vehicles and equipment to meet increased service demands by other programs and departments. Industry standard for municipalities is one mechanic per 55-60 assets, in addition to support staff such as management, service writers, and administrative assistants.

Fleet Maintenance provides core backbone services to other programs and departments throughout City operations that require vehicles and heavy equipment to complete work. Fleet staff is routinely called upon throughout the day to assist with breakdowns, dead batteries, trailer/equipment issues, warning lights, and other issues that must be prioritized in order to keep customer operations efficient and productive.

Baker Tilly is recommending that a lead mechanic and a mechanic helper position be added to fleet. Staff supports the recommendation of the Lead Mechanic and is proposing increasing the current half-time Fleet Specialist to full-time and adding a half-time Intern position in lieu of the Mechanic Helper, which will result in similar cost, and increase support for the program. Increasing the Fleet Specialist to full-time will assist in recruiting



and retaining a qualified employee as well as ensure mechanics work is scheduled appropriately and staff has the parts needed to complete their work.

Fleet Maintenance Historic Program Staffing Levels																					
2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	
3.5	3	3	3	3	4	4	4	4	5	5	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5	
Historic Work Order Count ¹																					
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	794	1385	1368	1262	1290	1075	1514
Resources																					
Existing									Recommended												
1 – Supervisor									1 – Lead Mechanic												
3 – Fleet Mechanics									1 – Mechanic Helper												
0.5 – Fleet Specialist																					

Parks Maintenance

Program Overview

The Park Maintenance Program maintains City parks and landscaped areas and oversees contract services for janitorial maintenance of restrooms and park buildings and landscape maintenance of smaller parks and medians.

Core Services & Objectives

- Provides the community with safe park facilities
- Partner with the Parks and Recreation Department to provide venues for recreational programs and services
- Provides maintenance of park and other landscaped areas
- Provides special event support

Recommendations

¹ AssetWorks, the current fleet software was implemented in 2017, statistical data prior to this was not available.

Parks Maintenance current inventory of facilities is 26 parks and nearly 100 landscaped locations throughout the City, all of which are maintained by 10 Specialists. The Specialists, who maintain anywhere from one to four facilities depending on size, are supported by a Crew Coordinator, Beautification Gardener, Technician, Supervisor, and Superintendent. Additional facilities in the Righetti and Avila Ranch Developments are currently in design. Upon completion, it will ultimately increase the number of parks to 35 in the next several years. It should be noted that the Avila Ranch Parks, North Broad Street Park, and Righetti Ranch Parks were not considered for the staffing recommendations by Baker Tilly. The Avila Ranch Development has six additional facilities planned within the development, including a sport complex, and additional resources will be needed to maintain these parks. As designs are finalized with all amenities included, staff will have a better understanding of the overall resource need. The Community Services District funds for Avila Ranch will be recommended for use to fund the maintenance costs of these facilities.

PARKS & LANDSCAPE MAINTENANCE

The City of San Luis Obispo's public parks offer clean, safe and enjoyable outdoor environments for our residents and visitors, while our urban forest plays a crucial role in reducing energy expenses, improving air quality, offering shade, and enhancing both the ecological landscape and the overall quality of life for the community. One Superintendent oversees both the Parks Maintenance and Urban Forestry programs.

1 SUPERINTENDENT
1 SUPERVISOR
1 CREW COORDINATOR
1 CONTRACT COORDINATOR

10 MAINTENANCE SPECIALISTS
1 BEAUTIFICATION GARDENER
1 MAINTENANCE TECHNICIAN
6 SUPPLEMENTAL STAFF

- Complete on average over 5,700 work orders and inspections annually
- Maintenance on 12 Restrooms, 9 Picnic areas and 18 playgrounds
- Maintains approximately 115 acres of turf and landscaped area and 100+ acres of natural area
- Service and maintain 35 Standalone irrigation controllers and 30 Drinking fountains/filling stations
- Respond to approximately 275 service requests annually
- Maintains 14 Sports lighting systems

26 Parks
96 Landscape Locations
1 82-acre Lake
1 Hockey Rink
1 Skate Park
10 Baseball/Softball Fields
12 Soccer Fields

3 Bocce Ball Courts
4 Volleyball Courts
4 Pickleball Courts
8 Tennis Courts
10 Basketball Courts
32 Horseshoe pits

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Baker Tilly's report recommends adding a Maintenance Superintendent and a second Crew Coordinator to the program. The existing Crew Coordinator splits their time between supporting field staff and performing technical work such as electrical, plumbing, and locksmithing. Adding a Parks Technician position in lieu of a second Crew Coordinator was the preferred approach for staff and will allow the current Coordinator to solely focus on crew support, while the Parks Technician will spend their time on technical repairs within the parks. The program was successful in adding two recommended positions during the 2024-25 Supplemental Budget process, one Maintenance Superintendent and a Parks Maintenance Technician which is already showing positive results.

Parks Maintenance Historic Program Staffing Levels																				
2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
9	9	9	9	12	12	12	12	12	12	12	12	12	12	12	12	12	12	13	15	16
Historic Work Order Count																				
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1260	7481	8547	9373	8497	6154	3526	3109	2245	4827	5245	5531
Resources																				
Existing										Recommended										
1 – Superintendent (shared with Urban Forest)										Completed										
1 – Supervisor																				
1 – Crew Coordinator																				
1 – Beautification Gardener																				
1 – Parks Technician																				
10 – Parks Specialist																				
6 – Supplemental Staff																				

Urban Forestry

Program Description

The Urban Forestry Program maintains the urban forest located in the public right-of-way and park areas by pruning, removing, replacing, and planting trees.

Core Services & Objectives

- Provide and maintains a sustainable urban forest to increase neighborhood wellness, increase carbon sequestration to mitigate impacts of climate change, and provides aesthetic and other quality of life improvements to the community
- Maintains the City’s inventory of publicly owned and maintained trees within streets and parks

Recommendations

The Urban Forestry Program within the Public Works Department contracts out a majority of preventative zone pruning and uses the contractor for large-scale planting projects. The in-house crew currently consist of two urban foresters who respond to tree related emergencies, complete work orders and Ask SLO requests, and prune trees at City parks and facilities. Baker Tilly did not make any recommendations since the program was extensively assessed in 2022 through an organizational assessment, staffing plan, and community forest plan.



Urban Forest Historic Program Staffing Levels																				
2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
3	3	3	4	4	4	4	4	3	3	4	4	4	4	4	4	4	2	2	2	2
Historic Work Order Count																				
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	712	731	476	532	333	608	663	213	166	133	167
Recommended Resource Augmentation																				
Existing										Recommended										
1 – Superintendent (shared with Parks)										None										
2 – Urban Foresters																				

Streets Maintenance

Program Description

The Street Maintenance Program maintains the paved portion of the City’s streets and manages the sidewalk maintenance program. Staff within this program repair and

reconstruct streets, as well as sidewalks damaged by City owned street trees. They maintain street furnishings, signs, and pavement markings, provides regular downtown trash pickup, oversees sidewalk scrubbing, and provides weekly traffic control for the Farmers' Market.

Core Services & Objectives

- Provides the community safe public transportation Infrastructure
- Maintains existing roadway infrastructure including pavement, striping and signs
- Provides traffic control services and vehicle barrier protection for Farmer's Market
- Provides sidewalk pressure washing services, cleaning, and downtown specific maintenance

Recommendations

Streets Maintenance plays an integral role in the City's [Pavement Management Plan](#), working ahead of the bi-annual slurry seal project. The core functions of the program's work include inspection of 143 miles of pavement and 240 miles of sidewalk in nine zones throughout the City, which is completed by eight Streets Operators and supported by two Crew Coordinators, one Supervisor, and Superintendent. Sidewalks with defects are temporarily repaired in conformance with the City's adopted Sidewalk Inspection Program by grinding, ramping, or patching (GPR); and replacement when

STREETS MAINTENANCE

1 SUPERINTENDENT
1 SUPERVISOR
2 CREW COORDINATORS
1 CONTRACT COORDINATOR
8 EQUIPMENT OPERATORS
1 STREET SWEEPER OPERATOR
3 MAINTENANCE WORKERS
4 FARMERS' MARKET AIDES

The Streets maintenance program covers the 9 Pavement Management Zones across the City. It deploys crash barricades weekly at the downtown Farmers Market and supports special events throughout the year. One Superintendent oversees Streets and Signal Maintenance

- 52,770 Square feet of pressure washing monthly
- Complete on average over 830 work orders and 618 service requests annually
- Maintain 143 center line miles of streets, 240 miles of sidewalk, 73.5 miles of bike lanes
- Over 12,000 Signs throughout the City
- Sweep 8,600 miles of street annually, *6,860 miles by City staff and 1,740 miles by contract

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No.	Functional Classification	Centerline Miles	Lane Miles	Pavement Area (square feet)	Average PCI
1	Arterial	27.8	61.1	8,039,261	62
2	Collector	20.8	40.5	4,069,663	68
3	Local	85.1	170.2	15,584,476	77
4	Alleys	1.4	2.9	110,696	59
5	Totals	135.1	274.7	27,804,096	72

extensive damage exists that is a result of a City street tree. When sidewalks are damaged beyond the crew's ability to effectively mitigate with temporary GPR repairs, the adjacent property owner is sent a Notice to Correct, informing them of their responsibility to repair the sidewalk.

Crews also prepare the pavement for a slurry seal treatment by replacing deteriorating sections of asphalt followed by crack sealing. The final tasks include replacement of damaged signs and curb painting. The pavement zone work completed by Streets Maintenance has historically been focused in residential zones, also known as "Local Streets", where the crews can maximize efficiencies by reduced standards of traffic control required. As identified in the [2022 Study Session](#) on the City's Pavement Management Plan, the work performed by Streets Maintenance has directly elevated pavement condition index (PCI) on local streets at a good value to the City.

Three maintenance worker positions were added to the program in 2022 to deliver an elevated level of cleaning and maintenance in the downtown. This staff works exclusively in the downtown cleaning sidewalks and pavement markings, completing sidewalk maintenance, street furnishing, painting, and other similar maintenance. The program is also responsible for traffic control for Farmers' Market, which includes deployment and retrieval of 46 devices two mornings each week and is completed by the mentioned downtown staff. These devices create a hard closure and higher level of protection to the pedestrians visiting the market. Sidewalk cleaning and barrier deployment must occur in the early morning hours.

Street sweeping is an important urban maintenance function completed by Streets Maintenance. The program has one full-time sweeper operator who has been operating at maximum capacity for some time. To meet the requirements of regulatory agencies and community expectations, the cleaning of new protected bicycle and pedestrian improvements are completed by a street sweeping contractor. The additional funding was approved in 2021-23 Financial Plan and remains adequate in meeting demands, which includes weekly bike lane cleaning in the downtown and monthly cleaning for all other bicycle facilities, pedestrian improvements, and new residential streets. As new developments are accepted by the City that require the street sweeping, additional contract funding will be necessary.

During the 2024-25 Supplemental Budget process, a Public Works Maintenance Supervisor position was reclassified to a Maintenance Superintendent to manage the Streets and Signal & Streetlight Programs, and an existing Maintenance Coordinator position was reclassified to a Crew Coordinator, as recommended by Baker Tilly. Like with the Parks Maintenance section, Baker Tilly recommends considering increased contracts services for select tasks as a best management practice to mitigate increased work loads.

Streets Maintenance Historic Program FTE Staffing Levels																				
2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
9	9	9	9	10	10	9.7	9.65	9.65	9.65	9.65	11	11	11	11	11	11	12	14	14	15
Historic Work Order Count ²																				
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	811	1354	1485	1475	980	1242	1084	996	1513	1519	1501
Recommended Resource Augmentation																				
Existing										Recommended										
1 – Superintendent (shared with Signals)										Completed										
1 – Supervisor																				
2 – Crew Coordinators																				
1 – Sweeper Operator																				
8 – Streets Operators																				
3 – Downtown Maintenance Workers																				
4 – Farmers Market Supplemental Staff																				

Signals and Streetlight Maintenance

Programs Description

² The pavement zone work performed by the Streets Maintenance Operators (pavement, concrete, signs, traffic markings) is counted as only one work order for the entire zone.

The Signal and Streetlight Maintenance Program operates and maintains traffic signals and streetlights on City streets, and the installation, operation, and monitoring of the City's traffic management and detection systems.

Core Services & Objectives

- Provides safe and efficient traffic flow for all modes of travel through signalized intersections.
- Provides appropriate lighting for streets and neighborhoods.
- Maintains traffic signal operations and maintenance and streetlight operations and maintenance.

Recommendations

The Signals and Streetlight Maintenance Program recently rejoined the Streets Maintenance Program and are managed by the same Maintenance Superintendent, which is working well due to the similar work. The program is adequately staffed for the current workload and Baker Tilly did not recommend any immediate additions to the program.

STREET LIGHTS & SIGNAL MAINTENANCE

1 SUPERINTENDENT FOR STREETS AND SIGNAL MAINTENANCE

2 SIGNAL TECHNICIANS

Respond to approximately 339 service requests annually

- 270 for Signals and 70 for Streetlights

73 Traffic signal intersections
25 Roadway warning devices
2,531 Streetlights

Underground Locating Requests

- Average of 25 Work orders and 162 Technician hours reported annually

146 Preventative maintenance inspections annually

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Signals Maintenance Historic Program Staffing Levels																				
2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
1	1	1	1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Recommended Resource Augmentation																				
Existing										Recommended										
1 – Superintendent (shared with Streets)										None										
2 – Signal and Streetlight Technicians																				

Part 3: Next Steps and Department Resource Prioritization

Next Steps

The PWMD has already begun the process of restructuring in alignment with select Baker Tilly recommendations, which included the positions mentioned previously in this report.

Staff is prepared to request additional resources with the 2025-27 Financial Plan based upon Council and Community feedback during the budget process.

As new division leadership staff come up to speed in their new roles, the focus will shift to implementation of the non-staffing recommendations. In general, staff supports the recommendations developed by Baker Tilly as presented. The work to improve the PWMD will align with the recommendations identified by Baker Tilly but may deviate as staff continues with this work effort. There could be future resources identified during this process and those would be presented to Council at the appropriate budgetary hearings (and would be within the funding available).

Department Resource Prioritization

The City has limited resources and competing needs of those resources. The table below shows the departmental recommended priority based upon Baker Tilly’s resource report’s recommended immediate FTE needs for maintenance.

Baker Tilly Recommended Immediate FTE Needs			
Priority	Program(s)	Request	Annual Cost
1	Fleet	Lead Mechanic* ³	\$100,447
2	Parks/Streets	Maintenance Superintendent (2 FTE)**	N/A
3	Parks	Parks Crew Coordinator**	N/A
4	Facilities	Facilities Technician*	\$92,325
5	Fleet	Fleet Specialist (Half Time to Full Time)*	\$41,223
6	PW Admin	Business Analyst	\$119,828
		Total	\$353,823

* Request titles that are appended by an asterisk (*) indicate the request is considered internal services and support work efforts from different departments and programs within the City. These positions result in partial reimbursement to the General Fund for work that is specific to the Parking, Sewer and Water Enterprise funds.

** City Council approved these recommendations during the 2023-2025 Financial Plan budget supplement process. These added positions are cost neutral, as staff was able to shift some positions and resources around to accommodate them, without an impact on service levels.

³ The Lead Mechanic job description does not currently exist; the anticipated expense was used from similar positions in the City’s salary schedule.

City of San Luis Obispo Maintenance Division Organization Review

May 14, 2024



May 14, 2024

Matt Horn
Public Works Director
City of San Luis Obispo
990 Palm Street
San Luis Obispo, CA 93401

Dear Mr. Horn:

Baker Tilly is pleased to transmit this report summarizing our assessment of the City of San Luis Obispo's Public Works Maintenance Division. The focus of this assessment was to evaluate the organization structure, work practices, and staffing of the Division as well as to provide recommendations for improvement.

The report presents our observations as well as a set of proposed recommendations to enhance the Division's performance and alignment with the City's vision of a "clean, safe and beautiful" San Luis Obispo.

We wish to thank City staff for their assistance in providing us with a variety of information and having candid discussions with our team members to inform this assessment.

Sincerely,

A handwritten signature in blue ink that reads "Carol Jacobs".

Carol Jacobs
Managing Director
+1 (949) 809 5588 | carol.jacobs@bakertilly.com

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Executive Summary

Baker Tilly was engaged by the San Luis Obispo (SLO) Public Works Department to conduct an assessment of the Maintenance Division's organization structure, work practices and staffing to ensure the division is contributing to a *clean, safe and beautiful SLO*.

This report provides 24 recommendations which are contained in Attachment A.

Major Areas of Focus and Recommendations

During our assessment, we interviewed staff, reviewed documents, reviewed best practices and conducted peer research. These activities informed the following major areas of focus and recommendations that we believe department leaders should focus on in the near term.

1. *Optimized Organizationl Structure and Staffing Distribution.*
Recognizing the challenges posed by the current organization structure and staffing distribution, a major recommendation involves a reorganization to improve management and span of control. This includes dividing the Maintenance Division into two sections, led by superintendents, to improve the span of control, enhance management support, and establish a more refined operational framework. Simultaneously, strategic reallocation and creation of positions aim to balance managerial, supervisory, and line staff responsibilities. This will also improve succession planning.

2. *Leveraging Technology and Performance Measurement for Efficient Operations and Communication.* Emphasizing the importance of technological integration, we recommend the implementation of advanced communication tools and performance measurement systems. This initiative aims to enhance communication with city management, elected officials and the public, streamline work processes, and provide a data-driven approach to decision making. By harnessing technology, the Maintenance Division can effectively communicate needs, track performance, and ensure a more agile and responsive operational environment.

Organization of the Document

This report is organized into the following major sections:

- The Maintenance Environment and the Role of the Division,
- Project Approach,
- Organization Structure and Staffing,
- Performance Measures, and
- Technology and Tools.

The Maintenance Environment and the Role of the Division

It is important to appreciate the environment the Maintenance Division operates within. We learned about this from our extensive interview process, document review and comparison of SLO with other communities.

This environment is fundamentally shaped by the fact that San Luis Obispo is, within the context of California, a very old city. SLO was founded in 1772 and incorporated in 1856, the 16th city created in the new state of California. Therefore, much of the infrastructure that SLO is built on or around consists of antiquated construction or improvements. This generally complicates maintenance and makes institutional knowledge very important. Historically, it has always served as the hub for a much larger surrounding area. This is still true today and the downtown is a special maintenance challenge.

San Luis Obispo is very much a destination or residence of choice location. In other words, it is the sort of place that people tend to fall in love with and decide to relocate to. It engenders great affection from residents and its many visitors. People care deeply about its public places and “sense of place.” It has many special events every year and has a deep sense of community. People place a high importance on how it is cared for, and thus maintenance is important and is a high community value. This puts extra pressure and focus on maintenance activities.

San Luis Obispo is also a county seat and, as such, is a locus of County human service programs. According to the 2022 San Luis Obispo County Homeless Count and Comprehensive Report, the City of SLO had a homeless population of 385 persons, the most of any city in the County. These populations can put extra pressure and maintenance demands on public infrastructure for which the Maintenance Division is responsible.

Finally, SLO is not located in a highly urbanized area; it is a somewhat isolated city. When it comes to maintenance this means that it does not have a high density of specialty businesses serving maintenance

purposes. This also complicates maintenance and means that the Division needs to be self-reliant.

All this adds up to a complicated maintenance environment, not only in terms of the infrastructure that must be managed, but also in terms of the expectations of the residents, businesses and visitors being served. It is even complicated in terms of being able to recruit and retain competent workers since the workforce in the area is limited.

As SLO is increasingly desirable as a place to live, housing is getting more expensive, and construction is growing denser. The downtown is more active, and its residential population is growing. All of this makes maintenance scheduling and work activities even more challenging.

While SLO was once thought of as a rather “laid back” place, we found that the Maintenance Division was anything but! It has many demands and a heavy public focus on what it does. The Division’s role is absolutely fundamental to many core City functions, and it must function efficiently for the City to function well.

Project Approach

Baker Tilly obtained information to develop the recommendations in this report through a variety of activities as described below.

Documents	Interviews	Peer Research
<ul style="list-style-type: none">• Organization Charts• Contracts• Reports and Assessments• Service Level Agreements• Standard Operating Procedures• Work Orders	<ul style="list-style-type: none">• City Manager• Director of Public Works• Deputy Director of Public Works• Maintenance Supervisor staff• Downtown SLO CEO• Other department directors	<ul style="list-style-type: none">• Davis• Goleta• Monterey• Napa• Santa Barbara• Santa Cruz• Ventura

Baker Tilly began by reviewing documents and data from the Maintenance Division, including historical staffing data, contracts, and service level agreements, among others. The team also gathered information by interviewing key stakeholders. Finally, the team surveyed peer agencies to benchmark the Maintenance Division's operations against other similar organizations.

Staff Outreach Themes

The Baker Tilly team interviewed 11 employees, including the City Manager, Department Directors, the CEO of the downtown business district (Downtown SLO), and Public Works Supervisors and Managers. Their comments generally surrounded three topics: communication, the Ask SLO application (app), and staffing and span of control.

Most interviewees indicated that communication generally works well in the Maintenance Division. Communication within the Division with

peers is effective. Similarly, there are well-developed relationships among senior leadership staff across departments as well as an increasing use of technology to facilitate communication. Generally, the maintenance staff and leadership are viewed positively by customer departments and clients such as police, fire, parks and recreation, and Downtown SLO. They find Maintenance employees to be hard-working, taking a great deal of pride in their work.

Interviewees indicated that the Ask SLO app is a great tool for understanding community concerns and engaging residents. However, the Ask SLO app is time consuming for staff, as identified in the Technology and Tools section of this report. Staff expressed feeling overwhelmed by the volume of requests, highlighting the lack of an effective prioritization process for addressing community needs. They felt this is in part because the Maintenance Division is understaffed.

Most interviewees believe that day-to-day work is generally getting done, but there are few opportunities to go beyond and pursue strategic objectives due to a lack of staffing. Staff are concerned that investment in new projects and facilities, like results of the Ask SLO app or homeless response, will put continuing strain on the maintenance function that will not be sustainable. In addition, staff believe that the Deputy Director has a wide span of control, and this contributes to the lack of staff resources.

Work Order Review

Baker Tilly reviewed some limited work order data to understand the volume of demand and understand the backlog in completing work. We found that on average there was a significant delay in completing work orders in facilities, parks and streets, with a large degree of variability. Some types of work, such as DigSmart requests, infield servicing and park renovations were completed very promptly, typically on the day requested. However, the number of days to complete a work order in the three divisions averaged 64. While this may be acceptable in some cases, it is unacceptable for many types of maintenance requests and suggests that the units do not have enough resources to deliver timely services.

Table 1. San Luis Obispo Work Order Analysis July 1, 2022 to June 30, 2023

Top Four Work Order Types	Number	Average Days to Complete ¹
Facilities		
1. General Maintenance	208	17

Top Four Work Order Types	Number	Average Days to Complete ¹
2. Lighting	176	51
3. Access Control	158	36
4. HVAC	157	75
Average Days to Complete all Work Orders	N/A	55
Total Annual Work Orders	1,632	N/A
Number of Work Order Categories	45	N/A
Parks		
1. Repairs	155	20
2. Infields	108	<1
3. Shop	57	8
4. Renovations	39	1
Average Days to Complete all Work Orders	N/A	68
Total Annual Work Orders	4,641	N/A
Number of Work Order Categories	68	N/A
Streets		
1. DigSmart	8,196	<1
2. Vacuum / Clean	827	34
3. Inspect	624	134
4. Install	422	18
Average Days to Complete all Work Orders	N/A	70
Total Annual Work Orders	9,715	N/A
Number of Work Order Categories	52	N/A

¹Average days to complete reported in negative numbers not included in analysis

²Parks daily maintenance work orders for each park are not included in top work order listing

The Fleet Services Program has a different work order system that has somewhat more functionality than the system in place for the rest of the Public Works Maintenance Division. The table below shows data from that system for calendar years 2022 and 2023. The vast majority of fleet maintenance work orders are completed in one day or less (77% in 2022 and 59% in 2023). Total work orders increased significantly in 2023 relative to 2022 from 557 to 692. In addition to the number of work orders being completed in one day or less, decreasing fairly significantly in 2023 relative to 2022, the number of work orders requiring 10 days or more increased significantly from 34 in 2022 to 141 in 2023. Finally, the average cost of work orders more than doubled in 2023 relative to 2022. These

trends may suggest that vehicle maintenance was under some resourcing-related stress in 2023 relative to 2022, which the Fleet Division will need to explore in greater detail.

Table 2. Fleet Maintenance Work Orders Analysis Calendar Years 2022 and 2023

Work Order Metrics	Results
2022	
Total Work Orders	1,075
Number Completed in 1 day or less	429
Percentage Completed in 1 day or less	77%
Average Time (days) to complete Work Orders	3
Number of Work Orders > 10 days to Complete	34
Average Time (days) to complete Work Orders > 10 days	36
Average Work Order Cost	\$312.72
2023	
Total Work Orders	1,290
Number Completed in 1 day or less	407
Percentage Completed in 1 day or less	59%
Average Time (days) to complete Work Orders	10
Number of Work Orders > 10 days to Complete	141
Average Time (days) to complete Work Orders > 10 days	44
Average Work Order Cost	\$675.80

Peer Research

Baker Tilly distributed a peer survey to seven of San Luis Obispo’s peer cities: Davis, Goleta, Monterey, Napa, Santa Barbara, Santa Cruz, and Ventura. These peers were selected through discussions with San Luis Obispo staff because they have universities, are tourist destinations, or are aspirational communities. The survey covered topics ranging from budget and staffing, contractual services, homeless response, community maintenance request apps, maintenance management systems, city assets, and performance measures. However, only the City of Monterey responded to the survey, so Baker Tilly staff collected publicly available data from budget documents and annual reports, thus constraining the depth of our comparative analysis.

Table 3 displays the functions of each peer city. San Luis Obispo’s Public Works Department, specifically the Maintenance Division, provides citywide maintenance functions that are sometimes provided by multiple

departments in other cities. For example, SLO’s Maintenance Division provides parks and urban forestry services. Goleta provides parks and open space services, and Davis provides urban forestry services. However, the other peer jurisdictions provide those services through other departments. Similarly, Santa Barbara and Davis provide water utility services through their public works departments, so their full-time equivalents (FTEs) and expenditures will be higher per capita.

Table 3. Peer Cities Public Works Functions

Function	Monterey	Santa Barbara	Santa Cruz	Goleta	Davis	Napa	Ventura	San Luis Obispo
General Fund								
Engineering	✓	✓	✓	✓	✓	✓	✓	✓
Traffic Engineering				✓	✓			
Transportation		✓	✓			✓	✓	✓
Parking	✓	✓	✓					✓
Environmental				✓	✓		✓	
Facilities Maintenance	✓	✓	✓	✓		✓	✓	✓
Janitorial Services	✓							
Swim Center Maintenance								✓
Fleet Management	✓	✓	✓		✓	✓	✓	✓
Streets Maintenance	✓	✓	✓	✓	✓	✓		✓
Street Lighting				✓				
Parks Maintenance				✓				✓
Urban Forestry								✓
Enterprise Fund								
Parking	✓	✓	✓					✓
Water		✓						
Wastewater		✓	✓					✓
Stormwater and Sewer	✓							
Solid Waste			✓	✓	✓			
Harbor	✓							

Many of these cities do not report data for their disaggregated maintenance functions, making it difficult to compare across peers.

Therefore, Baker Tilly collected staffing and budget data for public works departments as opposed to maintenance divisions, as displayed in Table 4.

Table 4. Staffing and Operating Budget Data for Peer Public Works Departments, all funding sources

City	2022 Population ¹	Total Public Works FTEs ²	FTEs per 1,000 Residents	Total Public Works Expenditures ²	Public Works Expenditures Per Capita
Monterey	29,571	156.25	5.32	\$32,083,247.00	\$1,084.96
Santa Barbara	87,533	310.65	3.46	\$227,536,017.00	\$2,599.43
Santa Cruz	61,800	265.40	4.29	\$77,588,692.00	\$1,255.48
Goleta	32,432	36.00	0.93	\$18,311,700.00	\$564.62
Davis	67,048	122.25	2.81	\$112,895,259.00	\$1,683.80
Napa	78,315	86.00	1.10	\$60,266,210.00	\$769.54
Ventura	109,527	90.75	0.83	\$73,436,984.00	\$670.49
San Luis Obispo	48,341	93.72	1.94	\$28,870,537.00	\$597.23
Average	64,321	152.47	2.59	\$78,873,580.80	\$1,226.25

¹Sourced from 2022 American Community Survey

²Sourced from 2023-2024 budget documents

As shown in the table above, San Luis Obispo has fewer public works FTEs per 1,000 residents and fewer public works expenditures per capita than the peer average. In addition, Goleta, Santa Barbara, and Santa Cruz collect and report on workload indicators. San Luis Obispo currently tracks limited workload indicators, which makes it difficult to measure whether work is assigned appropriately.

While there are limitations in interpretation due to the different functions we found in these departments, the peer data suggests that San Luis Obispo’s Public Works Department is not as well-resourced as its peers. The City is near the bottom in terms of staffing and budget per capita.

Clearly, San Luis Obispo seems to provide a level of services which, while different from the comparison agencies, is reasonably comparable in terms of complexity and diversity. Indeed, the many services delivered in San Luis Obispo appear to be more comprehensive than in some of the comparison agencies. For example, in SLO, parks maintenance is delivered via the Public Works Department. This is unusual and labor-intensive. Only one other City had parks maintenance reside in Public Works. Because this is a relatively large function and not common in other public works organizations it makes the fact that the staffing in

SLO's Public Works Department is below average relative to the peers, suggestive of under-resourcing.

As a result of the lack of consistency in the comparisons, Baker Tilly relied primarily on observations and best practices for developing the recommendations presented in this report. We are, however, recommending some staffing augmentations and to some degree these benchmarking findings do support those recommendations.

Organization Structure and Staffing

A major focus for Baker Tilly's engagement was to conduct a multi-faceted review of the organization structure and staffing of the Public Works Maintenance Division to determine whether functions are appropriately aligned, whether changes might improve efficiency and effectiveness, and whether staffing is sufficient. This included a thorough review of the hierarchical arrangement, reporting relationships, span of control, and the grouping of functions. We examined organization charts, job descriptions and titles, and gleaned information through interviews with employees and customers.

The Public Works Department is a vital component of the City of San Luis Obispo. As one of ten departments, it is pivotal in shaping the City's infrastructure and ensuring a high quality of life for its residents. The Department comprises several divisions, each with specific responsibilities. One of the key divisions is maintenance, which stands as one of three divisions within the Public Works Department. It plays a critical role in fulfilling essential functions and services crucial to the community, as depicted in Figure 1.

Figure 1. Essential Functions and Services

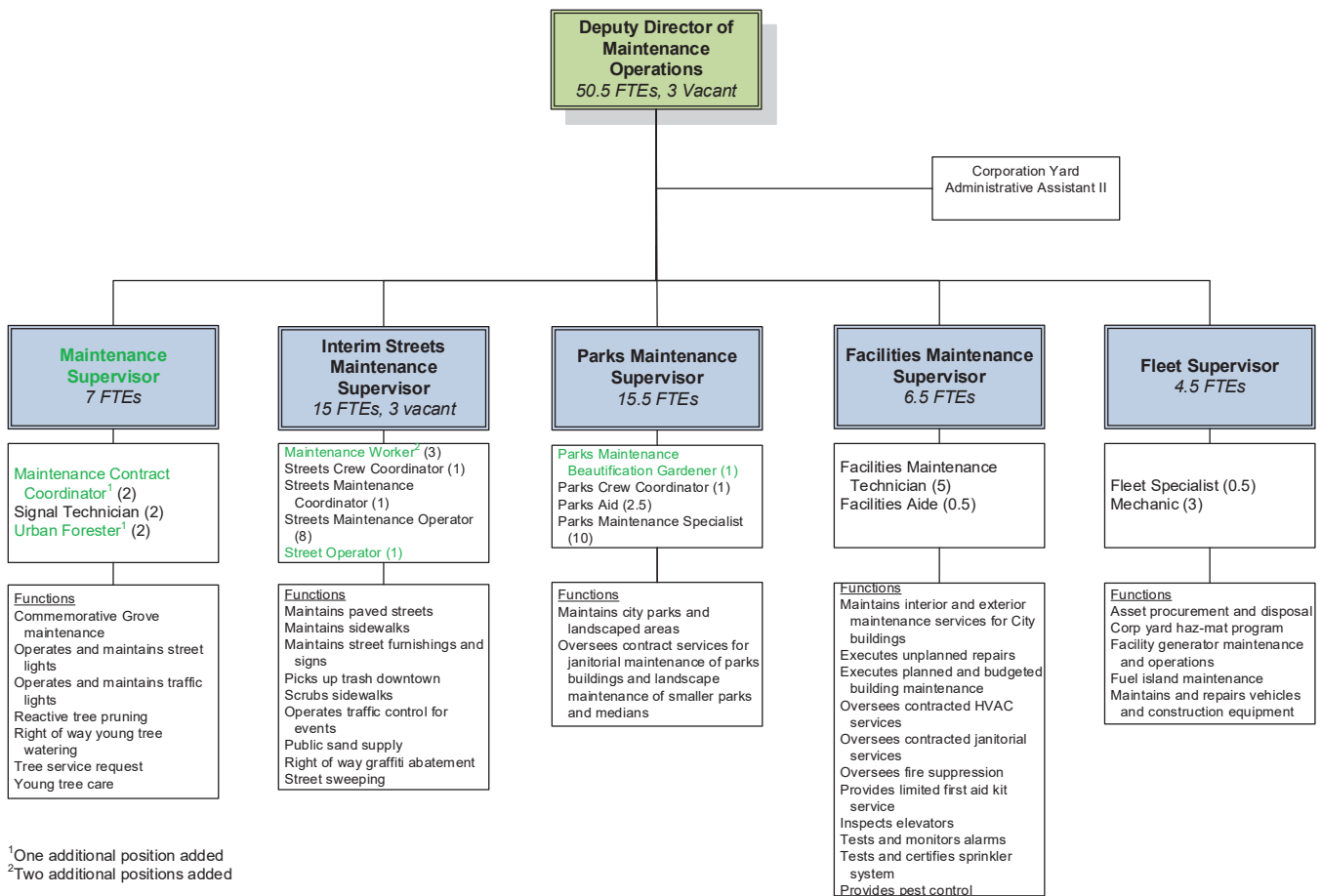


The Maintenance Division not only undertakes essential tasks in-house but also demonstrates exceptional cost-effectiveness and quality outcomes. For example, it has a proactive approach to the pavement program, where they are using City crews to do the preparation work necessary for the pavement rehabilitation, which is typically outsourced. This results in a higher pavement condition index (PCI) value, enhancing road quality at a lower cost for the City. It is worth noting that the City's average PCI is 76, according to the 2023-25 Financial Plan, surpassing the 2022 statewide average of 67.6 and significantly outpacing the county average of 58 according to the California Statewide Local Streets and Roads Needs Assessment April 2023 Final Report. This achievement underscores the Division's commitment to delivering superior infrastructure maintenance services efficiently and economically, setting a commendable standard within the industry.

Although there has been an increase in line staff in recent years (as illustrated by the positions in green in Figure 2, below), the impact of this growth is offset by new duties and reassigned work programs. Particularly, there is an increased emphasis on downtown maintenance. This includes the upkeep of bicycle facilities, which require higher maintenance due to the increased number of traffic devices. Most of these

facilities are too narrow for a sweeper and require regular manual cleaning. Additionally, the City’s carbon-neutral goals will add workload to maintain the complex mechanical systems in buildings and additional trees to maintain, with ongoing installations of new streetlights, off-street path lights, downtown decorative “zigzag” lighting, and new traffic signals citywide places additional demands on the traffic signal and streetlight program, thereby requiring further staffing.

Figure 2. Existing Maintenance Organization Structure (Recent Additional Staff Emphasized in Green)



Baker Tilly noted the following observations about the existing organization structure.

Span of control is too broad in some areas. The organization faces a critical challenge as the span of control in certain areas is excessively broad. In recent years, there has been an increase in staff; however, a notable imbalance exists due to the insufficient growth in managerial and supervisory positions. This disparity is notably apparent in pivotal roles such as the Deputy Director and in the management of Streets and Parks

Maintenance. While there is no universal ideal number of direct reports, the current organizational structure of the Maintenance Division reveals work units where the supervisor has an overbroad span of control. The new work programs added to Public Works also compound the span of control issues.

This overbroad span of control is exacerbated by the lack of sufficient management system support within the division. These structural gaps impede the Division's capacity to allocate sufficient attention to strategic endeavors such as planning, process improvement and performance measurement. Addressing these gaps is crucial to strengthen the Division's effectiveness and focus on strategic objectives.

The organization has a relatively flat structure. As noted above, the Deputy Director directly oversees each of the five supervisors within the Division. While some work groups have coordinators to assist with the day-to-day responsibilities, others lack this support, spreading the Deputy Director and front-line supervisors too thin, therefore hindering effective management oversight.

Recognizing the need for a more refined organizational framework, we recommend reorganizing the Maintenance Division into two sections. The existing structure, with five workgroups and individual supervisors, has proven effective for specific tasks and projects. However, as the Division has grown and maintenance operations have become more complex, a new framework is essential.

This reorganization will involve establishing two sections, each led by a superintendent. This separation of responsibility and improved span of control will provide greater oversight and specific guidance within each section. One section will focus on streets and fleet management, while the other will oversee parks and facilities, as detailed in the organization chart later in this report. The proposed change aims to enhance day-to-day operations, long-range planning, and overall management support, fostering alignment within the Division. Additionally, this new management layer will create opportunities for staff advancement and better succession planning within the organization.

Most important, it will provide a more robust framework for the Division to grow and continue to develop.

Recommendation 1. Convert one Maintenance Supervisor to a Superintendent and add one Superintendent position to right-size the span of control for the Deputy Director of Maintenance Operations and increase management support for the division.

Recommendation 2. Add a Parks Crew Coordinator position to improve the span of control within the Parks function.

Administrative work is spread out among the work unit supervisors.

Administrative responsibilities currently burden work unit supervisors within the Division. In interviews, Division staff emphasized dedicating a significant portion of their time to administrative tasks. The time spent on administrative tasks diminishes the supervisors' capacity for providing planning, coaching and mentoring of staff and other operational initiatives. Given the size of the Maintenance Division, it is imperative to address this challenge by introducing a dedicated business/analytical position, which is standard for organizations of similar scale.

This strategic addition will significantly enhance overall effectiveness. Moreover, the limited availability of administrative support staff amplifies the issue, with supervisors allocating considerable time to tasks such as approving purchase orders, requisitions, invoices, timecards, and other ERP duties. Introducing a dedicated position will also be essential for supporting the Deputy Director in implementing the performance management system, as outlined later in this report. Additionally, this role will play a pivotal part in enhancing the tracking and support for the Ask SLO app, ensuring streamlined operations within the Maintenance Division.

Recommendation 3. Create a Business Analyst position to assist with administrative duties and support the development and tracking of performance measures.

Current workload strains capacity. A consistent theme from the Maintenance Division interviews is that the Division is understaffed. For example, in both fleet and facilities, non-urgent repairs and preventive maintenance are often delayed as more urgent matters take precedence. This reduces the efficiency and effectiveness of operations across the City.

This was mentioned consistently despite the addition of several line positions in the last few years. In part because, as new staff have been added, new programs and responsibilities have been added at the same time providing no new capacity to handle existing workload. Continuous expansion of programs, facilities, and parks, such as the incorporation of protected bike lanes, installation of Farmers Market anti-vehicle barriers, and the impending development of additional parks have been notable. This growth, however, transpires without a corresponding augmentation in staff or resources. This unbalanced progression not only strains existing resources but also poses challenges to maintaining the newly added amenities and ensuring optimal service delivery. The continuing addition of facilities and programs and increasing community expectations strain current staff, limiting their ability to address non-urgent requests and longer-term projects.

The understaffing is also illustrated in the peer comparison data which show that SLO has fewer FTEs per 1,000 residents and significantly lower expenditures per capita than peer agencies. To exacerbate the strained capacity, four new parks are planned to be completed within the next six to twelve months and one large community park is planned in approximately two to three years. Additional staff will be needed to staff these parks. Because some of these parks are in a Community Facilities District, funding will be provided, which will offset the staffing costs.

Recommendation 4. Analyze the impact on staffing levels and resources before implementing any new programs.

Recommendation 5. Incorporate maintenance requirements (staffing, resources) in all capital project discussions as part of the Budget Review Committee process.

Using experienced staff to perform lower-level work tasks is an inefficient use of personnel resources. Industry best practice is to assign lower-level work to a technician or aide, creating a developmental pathway for them to progress into higher-level positions as they gain experience. This approach not only optimizes resource utilization but also widens the pool of applicants by requiring a lower skill set for entry-level positions.

However, within SLO we observed numerous instances of highly skilled workers performing lower-level work. For example, in Fleet, trained mechanics are routinely used to transport vehicles from outside vendors and to handle lower-level duties such as oil changes. In Facilities

Maintenance, journey-level staff are used to perform lower-level work such as changing lightbulbs/ballasts, minor carpentry and plumbing repairs and troubleshooting minor work order requests.

To remedy this situation a Mechanic Helper position and a Facilities Aide position should be added to perform these lower-level tasks. This not only enhances employee development opportunities but also justifies the creation of a Lead Mechanic position, providing day-to-day guidance on the shop floor for improved operational efficiency.

Recommendation 6. Add a Facilities Aide in Building Maintenance.

Recommendation 7. Add a Mechanic Helper position in Fleet.

Recommendation 8. Add a Lead Mechanic position in Fleet.

Additional parks have been added without additional staff. By the end of 2024, the City's total park inventory will have grown to 28. These 28 facilities are comprised of 596 acres with 114 acres of improved surfaces. This growth accounts for the addition of the North Broad Street Park, Parks A, B, and C in Avila Ranch, but not any future parks in Avila Ranch or the community park within the Righetti Ranch development. The recent additions have not been accompanied by new Parks Maintenance staff to maintain the acreage. The addition of new parks coupled with City Council's focus on remediating encampments in public spaces, leaves Parks Maintenance staff spread very thin.

Recommended Parks Maintenance staffing varies significantly based on climate, park size and utilization. National Data from the 2021 National Recreation and Parks Association (NRPA) Parks Metrics report suggests that on average one maintenance FTE cares for approximately nine acres of active-use parkland. Actual California staffing ratios reported in the publication "Municipal Benchmarks: Assessing Local Performance and Establishing Community Standards" for Anaheim and Burbank vary significantly from 4.39 per acre in Burbank to 10.52 per acre in Anaheim. If we take the average of the two California data points reported above, we get a staffing ratio of approximately one FTE for every 7.45 acres of improved parklands.

Based on San Luis Obispo's current maintenance staffing of 15.5 FTE it falls very close to this 7.45 per acre level of staffing for the 114 acres of maintained parkland. However, it also should be noted that SLO has

several smaller parks that typically require a higher commitment of FTE time, so we would suggest a staffing ratio of closer to 6.5 to 7.0 per acre of maintained parkland be used for staffing maintenance projections.

According to the Parks and Recreation Plan and General Plan Element Update from July 2021, on average, parks costs range from \$7,500 annually to \$12,000. Adjusting this cost for inflation to the current date yields a range of \$8,925 to \$14,280. The current parks maintenance costs from the 2022–2023 Financial Plan was reported at \$3,478,282, which works out to \$16,885 per acre. Overall, it appears that the staffing may be somewhat on the low side, but costs are high. Among other factors, this may reflect high costs in California relative to the rest of the United States.

We recommend that given the existing high per acre cost, that it would be better to add contract services for tasks such as mowing, irrigation repairs, if possible, rather than adding lower-skill classifications such as parks maintenance workers until additional parks are added to the system. This strategy provides a scalable solution that can accommodate the current size of the parks system without overburdening it with unnecessary overhead costs.

However, as more parks and landscaped areas are added to the system, approximately one FTE for every approximately 7.00 acres of parks should be added. While the general guideline of one FTE for every 10 acres remains relevant for larger parks, smaller sites may necessitate a more nuanced approach, with staffing levels adjusted based on factors such as anticipated usage patterns, terrain complexity, and specific maintenance requirements. This recommendation of 7.00 acres of park is an approximation and should be adjusted based on the type of park and anticipated use.

**Recommendation 9. Add staff to the Parks Division
as parks are added to the system.**

To assist in analyzing the tasks in the Parks Division that would be best served by contract staff, maintenance plans should be created for each park. The purpose of maintenance plans is to identify and develop standards and frequency for all City park property and facilities. These standards would be provided to current Parks Maintenance staff and contractors to inform them of the expectation and serve as guidelines in the completion of all park-related maintenance work. The plans should reflect the expectations of City management and maintain flexibility for modifications.

Recommendation 10. Create a maintenance plan for the parks system and update the plan as new parks are brought online.

Homelessness response is a new and necessary function. As mentioned above, one coordinator position being proposed as an addition to Parks staffing is to improve the span of control in Parks operations. This strategic addition aligns with our findings from interviews, where it became evident that homelessness issues were consuming a substantial amount of Parks Maintenance staff time. To address this pressing concern, we recommend one Parks Maintenance Specialist be reassigned to deal with homelessness issues and vandalism. This targeted reassignment will not only contribute to more effective span of control in Parks operations but also directly address the resource-intensive challenges posed by homelessness, aligning operational priorities with the community's evolving needs.

Recommendation 11. Assign one Parks Maintenance Specialist to specifically respond to homelessness issues and vandalism in the parks.

Acknowledging the broader impact on staff workload and operational efficiency, it is imperative to recognize that environmental factors play a pivotal role in shaping the working conditions of Parks staff. As part of our comprehensive approach to enhancing staffing and organizational structure, we recommend the implementation of a lockable dumpster ordinance to address the challenge of debris accumulation in public spaces and mitigate the impact of homeless encampments. This proactive measure aims to reduce the availability of debris that can be utilized in makeshift encampments, fostering a cleaner and safer community environment.

The lockable dumpster ordinance should require property owners, businesses, and public entities to secure their dumpsters with lockable mechanisms. This will serve as a deterrent to unauthorized access and scavenging, limiting the resources available for homeless encampments. Additionally, the ordinance can include guidelines for regular maintenance checks by the business owner to ensure the functionality of lockable mechanisms and facilitate swift action in case of malfunctions.

Recommendation 12. Create a lockable dumpster ordinance.

Use of contract versus in-house staff appears to be balanced. Having a reliable base of in-house staff is crucial for ensuring continuity and maintaining high-quality services, and the incorporation of contract coordinators exemplifies a best practice in workload management. To further optimize this balance, we recommend a comprehensive assessment of ongoing tasks to identify areas suitable for contract work. This evaluation should include an examination of specialized tasks, work that can be performed with limited instruction, and tasks where external contract services may offer increased efficiency when available on the Central Coast. By conducting this analysis, the Division can refine its approach to staffing, ensuring that the utilization of both in-house and external contract resources is aligned with the specific demands of various projects and operations. This proactive strategy will contribute to enhanced operational flexibility, efficiency, and overall service quality. This work can be a priority for the recommended analyst staffing.

Recommendation 13. Analyze the tasks within the Maintenance Division that would be best served with the use of contract staff.

Consideration should be given to how staffing is assigned to the maintenance of parks. Rather than assigning individuals to specific parks, exploring a team-based approach offers several advantages. In such a model, collaborative efforts among team members foster operational efficiency, allowing for the sharing of skills and resources. A parks employee with specialized skills such as irrigation may be able to assist with other parks. A trial section should be implemented as a preliminary step before adopting this approach citywide. This phased introduction allows for the identification of the most optimal implementation strategy, ensuring that the City leverages the benefits of enhanced collaboration, resource optimization, and improved maintenance outcomes offered by the team-based approach. Most medium and larger cities use this type of maintenance approach to parks maintenance.

Recommendation 14. Evaluate dividing the parks into sections and utilizing a team-based approach to parks maintenance.

There may be benefits from the integration of golf maintenance within the Parks Division. Beyond the shared similarities between golf and parks maintenance work, consolidating these functions under one department could uncover numerous benefits. One notable advantage is the potential for combined resources, allowing for the efficient allocation of equipment, tools, and expertise between golf and parks maintenance operations.

Additionally, a unified structure could enhance operational flexibility, enabling the strategic deployment of workers during peak times across both operations. This recommendation, while requiring further analysis, not only optimizes resource utilization but also streamlines operations and bolsters overall maintenance effectiveness within the integrated framework.

**Recommendation 15. Evaluate the consolidation of
golf maintenance with parks maintenance.**

The proposed staffing and structural changes detailed above are shown below in Figure 3. The realignment and proposed positions address the span of control and workload capacity concerns, while additional resources ensure the efficiency of the Division. Additional positions recommended immediately are shown in Table 5, but it should be noted that this table does not include those additional positions that will be required as new parks are integrated.

Figure 3. Proposed Maintenance Division Organization Structure

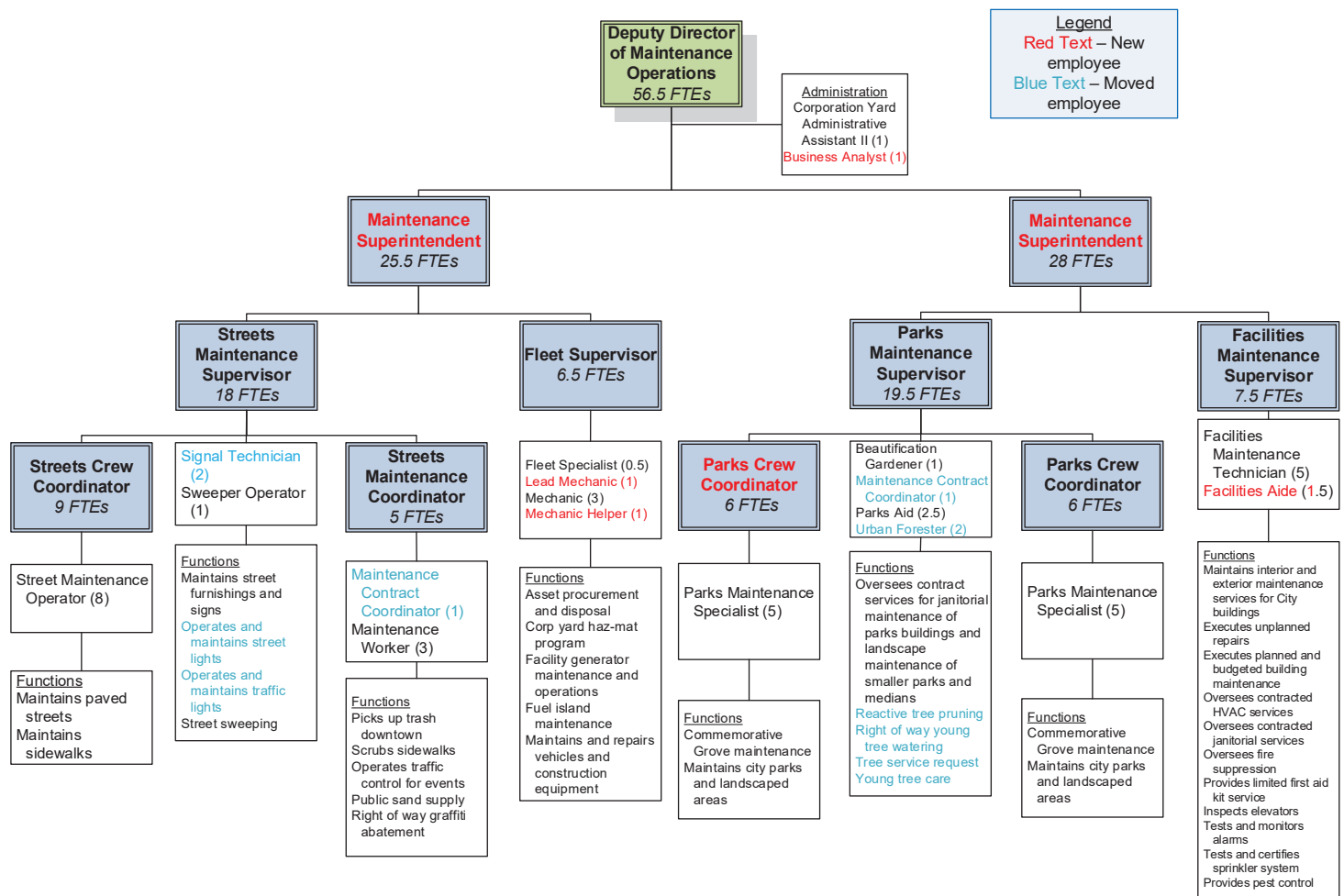


Table 5. Recommended Immediate FTE Additions

Title	FTE Count
Business Analyst	1.0
Facilities Aide	1.0
Lead Mechanic	1.0
Maintenance Superintendent ¹	1.0
Mechanic Helper	1.0
Parks Crew Coordinator	1.0
TOTAL	6.0

¹One additional Maintenance superintendent position is recommended to be upgraded from a Maintenance supervisor.

Performance Measures

Performance measurement is a vital tool for evaluating service effectiveness, involving continuous data collection and reporting on selected services or programs. Numeric indicators provide a clear picture of accomplishments, costs, value for residents' tax dollars (or fees), and service quality. These measures also may be used to quantify employee productivity. Currently, the use of performance measurement is not present within the Division.

To enhance service and efficiency, there is a need for the Maintenance Division to optimize the use of Cityworks. While Streets, Parks and Facilities utilize Cityworks for work orders, Fleet uses Asset Works. Automating metric reporting through Cityworks can significantly streamline the process. However, there does not seem to be a centralized system of collecting the data from Cityworks.

For the budget process, performance indicators such as miles of streets maintained, trees trimmed, square footage of buildings maintained, and the recent inclusion of the number of work orders are utilized. To maximize the benefits, the Maintenance Division should ensure consistent and thorough use of Cityworks through all work units. This approach will facilitate the identification of service gaps and areas requiring improvement. Of course, the Division must first identify and establish relevant metrics focused on the core service areas.

Baker Tilly prepared an outline (Attachment B) of typical performance metrics that are necessary for managing a maintenance division. The City should use this outline to customize a performance measurement program for San Luis Obispo. More specifically, the City should identify the types of reports and data it will need to manage the Division, and then ensure these data points and reports are implemented within the Computerized Maintenance Management System.

Recommendation 16. Establish relevant performance measurements for department operations, collect data, and create a system for analyzing and reporting.

Technology and Tools

In the realm of municipal public works maintenance, the effective utilization of technology and tools plays a pivotal role in enhancing operational efficiency and service delivery. San Luis Obispo demonstrates a commendable commitment to technological advancements and customer outreach, as exemplified by the Ask SLO app; however, it is crucial to underscore the importance of thoughtful consideration before deploying new processes and applications.

Our assessment revealed that the integration of innovative solutions, particularly Ask SLO, has significantly impacted workflow, resulting in a substantial increase in service requests. While the app has brought about numerous benefits, it has also presented challenges in managing workload and setting resident expectations effectively.

Ask SLO

Ask SLO, deployed in late 2022, serves as the City’s resident engagement platform. The platform is available online as an app. The tool is very popular but has had a large impact on the Maintenance Division’s workload. From November 2022 to the end of October 2023, there were 1,986 public works requests for service logged. Over 80% of the public works requests for service pertained to the Maintenance Division. And, of the top ten public works categories, all but one request type (general parking questions) fall under the maintenance Division’s responsibilities. This concentration of inquiries within their domain underscores the heavy demand for maintenance-related inquiries and the strain on the Division's capacity. Table 6 outlines the top public works categories, excluding the single request type outside of the Maintenance Division’s scope.

Table 6. Top Maintenance Division Requests via the Ask SLO App

Request Type	Number of Requests	Percent of Total Requests
Streets Maintenance Program		
Street Maintenance	201	10%

Request Type	Number of Requests	Percent of Total Requests
Sidewalk/parkway damage	167	8%
Potholes	112	6%
Defaced or damaged city signs	108	5%
Maintenance Program		
Traffic signal issues	175	9%
Trees and Urban Forestry	107	5%
Parks Maintenance Program		
Parks Maintenance	87	4%
Encampment in Parks	84	4%

These requests for service are typical for a public works agency that maintains public rights-of-way and parks. While the Ask SLO app brings valuable benefits to the residents and the City, allowing residents to promptly report issues they observe and informing public works of concerns, managing resident expectations poses a significant challenge. To address this, it is essential to incorporate a strategic communication approach in the Ask SLO marketing effort. Residents should be informed that certain work items follow a routine cycle, and the requested item may be part of that scheduled work. Administrators responding to requests should have a standardized response for items that are part of routine cycles.

Recognizing the varying urgency of requests is crucial. Timely matters such as potholes, malfunctioning traffic signals, or missing signage require immediate attention. On the other hand, tasks like curb painting may be scheduled as part of routine maintenance cycles, potentially spanning up to five years. Strengthening communication strategies and setting clear expectations will contribute to more effective utilization of the Ask SLO app, enhancing the overall resident experience and facilitating a smoother workflow for Public Works.

Enhancing the tracking of Ask SLO service requests through Cityworks is crucial for enhancing workload and staffing management. It is our understanding that this enhancement has been requested from the GoGov company. This integration aligns with the proactive approach of maximizing Cityworks' potential. It also streamlines communication, empowering division leaders to monitor workloads and address staffing needs more effectively. The result is a more responsive and efficient Maintenance Division, poised to meet and exceed community expectations.

Recommendation 17. Develop standardized responses to work that is done as part of a routine cycle.

Recommendation 18. Engage GoGov with developing and implementing software to seamlessly integrate Ask SLO with CityWorks.

Recommendation 19. Strengthen the Ask SLO app marketing by clearly articulating expected responsiveness tailored to the nature of each request.

Service Level Agreements

Service level agreements (SLAs) are formal agreements between a service provider (in this case, the Maintenance Division or an individual program) and a customer that define the expected level of service. These agreements outline the specific services to be provided, the quality standards to be met, and the metrics used to measure performance. SLAs are commonly used in various industries to ensure that services are delivered in a consistent, reliable, and satisfactory manner. They can also be built to be as prescriptive or as flexible as needed, allowing for customization based on the unique requirements and preferences of the parties involved.

They play a crucial role in many functional areas, serving as essential tools to manage internal or external customer expectations and promote accountability. These agreements encompass a range of parameters including initial response time, priority level, type of issue, escalation processes and guidelines for handling urgent or emergency situations.

While many public sector organizations do not have operational SLAs, SLO's Maintenance Division has demonstrated commendable foresight by already implementing SLAs that cover services to police, fire, community development, stormwater and the Downtown SLO business association. The existing SLAs contribute significantly to the clarity of communication within the Division, preventing potential misunderstandings and fostering a more transparent operational environment. This proactive approach positions the Maintenance Division favorably, showcasing a commitment to delivering services with defined expectations and standards.

While the existence of these SLAs puts the Maintenance Division in a good position, review and potential revisions could further increase their

effectiveness. To further maximize the benefits of these SLAs, it is recommended that a comprehensive review be conducted. This review should involve all employees affected by the conditions outlined in the SLAs, ensuring their perspectives are considered. By engaging the workforce in this evaluation, potential updates and refinements can be identified to strengthen the existing SLAs. In addition, it is suggested to evaluate current operations thoroughly to identify any areas that might not be adequately covered by existing SLAs. This proactive assessment will help in addressing potential gaps and ensuring that all aspects of Maintenance Division operations are appropriately accounted for within the SLAs.

Recommendation 20. Review existing SLAs by all employees affected by the conditions of the SLA to evaluate potential updates.

Recommendation 21. Evaluate current operations to determine if there are areas that are not covered by existing SLAs.

The Maintenance Division's commitment to operational transparency through SLAs serves as a model for effective service delivery. By actively reviewing and refining these agreements, the division can further enhance its efficiency, foster a culture of continuous improvement, and consistently meet or exceed community expectations.

Strategic Communication

The strategic use of technology extends beyond operational efficiency; it serves as a powerful tool for communicating the Maintenance Division's narrative and justifying budget requests. Leveraging technology enables the Division to transparently showcase its achievements, challenges, and plans to both internal stakeholders and the community. By utilizing data-driven insights and visualizations, the Maintenance Division can effectively communicate the impact of its initiatives, fostering a deeper understanding of the value it brings to the community.

Technology plays a pivotal role in substantiating budget requests. The ability to present comprehensive data on maintenance activities, their outcomes, and the overall contributions to community well-being enhances the division's credibility during budget discussions. Integrating advanced analytics (using Cityworks and performance measures) and reporting features into the technology toolkit ensures that budget justifications are not only persuasive but also aligned with the Division's strategic goals.

The integration of technology serves as a powerful tool, transparently conveying the Maintenance Division's narrative and compellingly justifying budget allocations. This approach strengthens internal communication, builds community trust, and reinforces the Division's commitment to excellence in Public Works Maintenance.

Recommendation 22. Implement a strategy to utilize technology in transparently showcasing the Maintenance Division's achievements, challenges, and plans to internal stakeholders and the community.

Recommendation 23. Leverage advanced analytics and reporting features to effectively communicate the impact of maintenance activities and their contributions to community well-being.

Recommendation 24. Integrate technology to substantiate budget requests with comprehensive data, aligning them persuasively with the Division's strategic goals and enhancing credibility during budget discussions.

Conclusion

This organizational assessment underscores the need for targeted improvements to strengthen the Public Works Maintenance Division. By addressing structural and staffing challenges, enhancing operational efficiency, and strategically allocating resources, the proposed recommendations aim to create a more agile, responsive, and effective division. As the city continues to evolve, these recommendations provide a pathway for the Maintenance Division to enhance its already commendable practices, meet growing demands, foster a supportive work environment, and continue to deliver exceptional services to the community. Implementation of these strategies is envisioned to not only resolve current challenges but also position the Division for sustained success and adaptability in the future.

Attachment A – List of Recommendations

- Recommendation 1.** Convert one Maintenance Supervisor to a Superintendent and add one Superintendent position to right-size the span of control for the Deputy Director of Maintenance Operations and increase management support for the division.
- Recommendation 2.** Add a Parks Crew Coordinator position to improve the span of control within the Parks function.
- Recommendation 3.** Create a Business Analyst position to assist with administrative duties and support the development and tracking of performance measures.
- Recommendation 4.** Analyze the impact on staffing levels and resources before implementing any new programs.
- Recommendation 5.** Incorporate maintenance requirements (staffing, resources) in all capital project discussions as part of the Budget Review Committee process.
- Recommendation 6.** Add a Facilities Aide in Building Maintenance.
- Recommendation 7.** Add a Mechanic Helper position in Fleet.
- Recommendation 8.** Add a Lead Mechanic position in Fleet.
- Recommendation 9.** Add staff to the Parks Division as parks are added to the system.
- Recommendation 10.** Create a maintenance plan for the parks system and update the plan as new parks are brought online.
- Recommendation 11.** Assign one Parks Maintenance Specialist to specifically respond to homelessness issues and vandalism in the parks.
- Recommendation 12.** Create a lockable dumpster ordinance.
- Recommendation 13.** Analyze the tasks within the Maintenance Division that would be best served with the use of contract staff.
- Recommendation 14.** Evaluate dividing the parks into sections and utilizing a team-based approach to parks maintenance.
- Recommendation 15.** Evaluate the consolidation of golf maintenance with parks maintenance.
- Recommendation 16.** Establish relevant performance measurements for department operations, collect data, and create a system for analyzing and reporting.
- Recommendation 17.** Develop standardized responses to work that is done as part of a routine cycle.
- Recommendation 18.** Engage GoGov with developing and implementing software to seamlessly integrate Ask SLO with CityWorks.
- Recommendation 19.** Strengthen the Ask SLO app marketing by clearly articulating expected responsiveness tailored to the nature of each request.

- Recommendation 20.** Review existing SLAs by all employees affected by the conditions of the SLA to evaluate potential updates.
- Recommendation 21.** Evaluate current operations to determine if there are areas that are not covered by existing SLAs.
- Recommendation 22.** Implement a strategy to utilize technology in transparently showcasing the Maintenance Division's achievements, challenges, and plans to internal stakeholders and the community.
- Recommendation 23.** Leverage advanced analytics and reporting features to effectively communicate the impact of maintenance activities and their contributions to community well-being.
- Recommendation 24.** Integrate technology to substantiate budget requests with comprehensive data, aligning them persuasively with the Division's strategic goals and enhancing credibility during budget discussions.

Attachment B – Sample Performance Measures

A performance measurement program for the Maintenance Division will help the Division understand if work efforts and financial investment in programs and facilities are having the desired effect. Results provide staff with concrete data that can be used to explain and justify future goals and budget requests. San Luis Obispo would benefit from formalizing a program and taking it from a data collection process to a data driven decision-making process. A program should include the following components:

- **Workload** measures that focus on the amount of work produced and help to monitor fluctuations in that workload. Workload measures do not assess how efficiently or effectively work is performed.
- **Efficiency measures** that compare inputs and outputs, e.g., the amount of work produced compared with the cost or staffing required to produce it.
- **Effectiveness** measures that assess how well an organization performs, such as measuring the quality of services it delivers. These measures look at outcomes and include feedback from internal and external customers.

A summary of the performance measurement process is provided in Table 7 below.

Table 7. Performance Measurement Process

Step	Summary
1. Identify what to measure	Identify strategically important aspects of department work efforts. You want to measure those things that help you understand if you are achieving success. These should align with annual goals.
2. Set target goals	Decide on a numeric target such as the number of new participants in a program, attendance level at an event, or time to completion of specific tasks. Set them ambitiously but not so ambitiously that they are unattainable. These can be based on industry metrics such as APWA or developed in-house depending on the measurement.
3. Measure results	Have a system in place to collect data regularly and accurately. This should be a combination of report data from recreation management systems, work order systems, city financial systems and resident and participant surveys.
4. Report results	The department should have a visually clear dashboard-style report that tracks progress using comparison data for similar periods in previous years. This gives stakeholders a better picture of the department's performance over time.
5. Review regularly	You should review performance measures annually to both remove indicators that may no longer be needed and add indicators for new programs to track success.

Suggested Performance Measures are included in Table 8 below.

Table 8. Sample Performance Measures

Function	Effectiveness/Outcome Measures	Efficiency Measures	Workload Measures
Street Maintenance	<ul style="list-style-type: none"> • Percent of work orders responded to within 24 hours • Average lane miles maintained per year (or average Pavement Condition Index) • Percent of survey respondents rating streets as good or excellent • Potholes filled • Pavement markings • Sidewalk repairs 	<ul style="list-style-type: none"> • Number of work orders per FTE • Number of lane miles paved per FTE • Cost per lane mile paved • Number of potholes filled within three days • Number of lanes striped per FTE • Number of priority sidewalk repairs completed per FTE 	<ul style="list-style-type: none"> • Number of work orders completed • Number of lane miles paved • Number of street miles swept • Number of pothole service order requests completed • Pounds of thermoplastic applied or lineal feet installed • Number of priority sidewalk repairs completed
Function	Effectiveness/Outcome Measures	Efficiency Measures	Workload Measures
Fleet	<ul style="list-style-type: none"> • Percent of work orders responded to within 24 hours • Fleet availability ratio • Percent of repairs needing rework 	<ul style="list-style-type: none"> • Number of work orders per FTE • Number of equipment pieces maintained per FTE • Amount of downtime per vehicle 	<ul style="list-style-type: none"> • Number of work orders completed • Number of vehicle repairs completed
Function	Effectiveness/Outcome Measures	Efficiency Measures	Workload Measures
Parks	<ul style="list-style-type: none"> • Percent of work orders responded to within 24 hours • Average amount of acres mowed per year • Percent of survey respondents rating parks cleanliness as good or excellent • Graffiti abatement 	<ul style="list-style-type: none"> • Number of work orders per FTE • Number of parks (or acres) maintained per FTE • Number of facilities maintained per FTE • Cost per acre mowed • Number of graffiti-related work orders completed within two days 	<ul style="list-style-type: none"> • Number of work orders completed • Number of trees trimmed • Acres of park mowed • Number of graffiti-related work orders completed
Function	Effectiveness/Outcome Measures	Efficiency Measures	Workload Measures
Facilities	<ul style="list-style-type: none"> • Percent of work orders responded to within 24 hours • Square footage of buildings maintained • Percent of internal user respondents rating facilities as good or better 	<ul style="list-style-type: none"> • Number of work orders per FTE • Square footage of buildings maintained per FTE • Number of facilities maintained per FTE 	<ul style="list-style-type: none"> • Number of work orders completed • Number of city facilities maintained

Recommendation	Implementation Option 1							
	2025-27 Financial Plan		2027-29 Financial Plan		2029-31 Financial Plan		2031-33 Financial Plan	
	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31	FY 31-32	FY 32-33
Fleet								
Lead Mechanic*	\$100,447	\$103,460	\$106,564	\$109,761	\$113,054	\$116,446	\$119,939	\$123,537
Fleet Specialist (Half Time to Full Time)*	\$41,223	\$42,460	\$43,733	\$45,045	\$46,397	\$47,789	\$49,222	\$50,699
Facilities								
Facilities Technician*	\$92,325	\$95,095	\$97,948	\$100,886	\$103,913	\$107,030	\$110,241	\$113,548
PW Admin								
Business Analyst								\$150,958
Total per FY	\$233,995	\$241,015	\$248,245	\$255,693	\$263,363	\$271,264	\$279,402	\$438,742
Total per FP	\$475,010		\$503,938		\$534,628		\$718,145	

* Request titles that are appended by an asterisk (*) indicate the request is considered internal services and support work efforts from different departments and programs within the City. These positions result in partial reimbursement to the General Fund for work that is specific to the Parking, Sewer and Water Enterprise funds.

Recommendation	Implementation Option 2							
	2025-27 Financial Plan		2027-29 Financial Plan		2029-31 Financial Plan		2031-33 Financial Plan	
	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31	FY 31-32	FY 32-33
Fleet								
Lead Mechanic*	\$100,447	\$103,460	\$106,564	\$109,761	\$113,054	\$116,446	\$119,939	\$123,537
Fleet Specialist (Half Time to Full Time)*		\$42,460	\$43,733	\$45,045	\$46,397	\$47,789	\$49,222	\$50,699
Facilities								
Facilities Technician*			\$97,948	\$100,886	\$103,913	\$107,030	\$110,241	\$113,548
PW Admin								
Business Analyst								\$150,958
Total per FY	\$100,447	\$145,920	\$248,245	\$255,693	\$263,363	\$271,264	\$279,402	\$438,742
Total per FP	\$246,367		\$503,938		\$534,628		\$718,145	

* Request titles that are appended by an asterisk (*) indicate the request is considered internal services and support work efforts from different departments and programs within the City. These positions result in partial reimbursement to the General Fund for work that is specific to the Parking, Sewer and Water Enterprise funds.

Recommendation	Implementation Option 3							
	2025-27 Financial Plan		2027-29 Financial Plan		2029-31 Financial Plan		2031-33 Financial Plan	
	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31	FY 31-32	FY 32-33
Fleet								
Lead Mechanic*	\$100,447	\$103,460	\$106,564	\$109,761	\$113,054	\$116,446	\$119,939	\$123,537
Fleet Specialist (Half Time to Full Time)*		\$42,460	\$43,733	\$45,045	\$46,397	\$47,789	\$49,222	\$50,699
Facilities								
Facilities Technician*					\$103,913	\$107,030	\$110,241	\$113,548
PW Admin								
Business Analyst								\$150,958
Total per FY	\$100,447	\$145,920	\$150,298	\$154,807	\$263,363	\$271,264	\$279,402	\$438,742
Total per FP	\$246,367		\$305,104		\$534,628		\$718,145	

* Request titles that are appended by an asterisk (*) indicate the request is considered internal services and support work efforts from different departments and programs within the City. These positions result in partial reimbursement to the General Fund for work that is specific to the Parking, Sewer and Water Enterprise funds.



Department: Finance
Cost Center: 2002
For Agenda of: 1/14/2025
Placement: Business
Estimated Time: 90 minutes

FROM: Emily Jackson, Finance Director
Prepared By: Riley Kuhn, Principal Budget Analyst

SUBJECT: 2025-27 BUDGET FOUNDATION

RECOMMENDATION

1. Provide staff with input on the 2025-27 Community Forum and Goal Setting Workshop; and
2. Provide staff with initial input relative to existing Major City Goals; and
3. Review and provide feedback on revised fiscal policies and recommended budget balancing strategies; and
4. Review and discuss the general economic outlook for the 2025-27 Financial Plan development; and
5. Review the long-range Capital Improvement Plan overview; and
6. Review information about CalPERS Additional Discretionary Payments (ADP) and direct staff to recommend allocation of FY 2023-24 unassigned fund balance to increase the ADP as part of the FY 2024-25 Second Quarter Budget Report.

REPORT-IN-BRIEF

Development of the 2025-27 Financial Plan officially began on December 10th, when staff presented the “Setting the Stage” budget item. That item included broad contextual information on year-to-date financial results, state legislation impacting cities, a report on macroeconomic conditions and how they influence the City’s finances, and a discussion on how the growth of the community impacts the budget.

This item continues the discussion from Setting the Stage and includes:

- A review of Community Survey results and the upcoming the goal setting process;
- Recommended changes to fiscal policies;
- Recommended Budget Balancing Strategies to provide further guidance to staff in development of the City’s annual budgets;
- A review of the long-term Capital Improvement Plan;
- A discussion of additional discretionary payments (ADPs) to CalPERS; and
- A curated package of third-party economic forecasting materials and a revisit of the City’s Long-Term Forecast for the General Fund to provide additional context for 2025-27 budget development.

POLICY CONTEXT

Development of the City's budget is required and guided by State law, the City's Municipal Code, City Charter, and the fiscal policies which are reviewed and reaffirmed by the City Council every two years.

California State Law

1. Article XIII B of the California Constitution and California Government Code Sec. 7910 requires that cities establish appropriations limits¹ by resolution annually. The City of San Luis Obispo complies with this requirement through adoption of its annual budget.
2. California Government Code Section 53901 requires each local agency to file its budget with the county auditor within 60 days after the beginning of its fiscal year.

City Charter

1. 801. Fiscal Year – establishes that the City's Fiscal Year commences on July 1 of each year.
2. 802. Annual Budget – requires that the City Manager shall provide the Council a careful estimate, in writing, of the amounts, specifying in detail the objects thereof required for the business and proper conduct of the various departments, offices, Boards and Commissions of the City, over which the office has control, during the next ensuing year.
3. 803. Public Hearing – sets forth the requirement for a public hearing to adopt the annual budget.
4. 804. Adoption of Budget – requires the Council to adopt the budget and allows that after adoption of the budget, the Council may amend or supplement the budget by motion adopted by a majority vote of the Council.

DISCUSSION

Two-year Financial Plan Process

The City has long used a two-year financial plan along with annual budgets. The benefits of the two-year plan include:

1. Reinforcing the importance of long-term thinking
2. Aligning resource allocation decisions with significant council directed priorities
3. Establishing realistic multiyear timeframes for achieving objectives

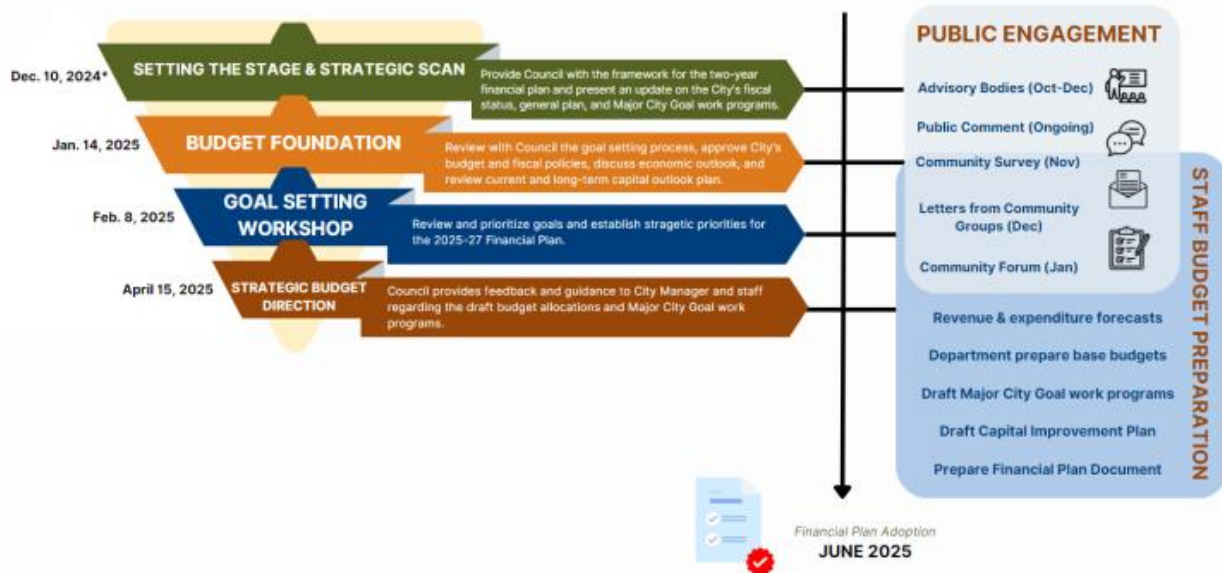
The fundamental purpose of the City's budget process is to link, through public engagement and strategic discussions, the priorities of the community to the available

¹ The City's appropriation limit is based on the Gann Spending Limit Initiative, a State constitutional amendment adopted by the voters on June 6, 1979 and amended in 1990 with Proposition 111. It is anchored in the State Constitution under Article XIII B. The limit restricts appropriations from tax revenues by State and local governments. Under its provisions, no local agency can appropriate proceeds of taxes in excess of its "appropriation limit". Excess funds may be carried over into the next year. However, any excess funds remaining after the second year must be returned to taxpayers by reducing tax rates or fees; a majority of the voters may approve an override to increase the limit.

resources in order to achieve the desired outcomes. The process allows the City Council to engage the community in identifying Major City Goals while also providing information regarding the City’s basic functions, including the day-to-day work programs and responsibilities carried out by City employees to support resident quality of life and community well-being.

Goal-Setting Process

A detailed Financial Plan Calendar was approved by the City Council on October 1, 2024 and is posted on the City’s [website](#). There are a variety of opportunities to provide input to the City Council as they work to establish Major City Goals with the community’s needs and interests in mind. These opportunities are highlighted in the following graphic:



Community engagement efforts began in October and are ongoing. In addition to this Budget Foundation item, which includes the results of the Community Survey and Advisory Body goals, the two principal elements of the City’s goal setting process are the Community Forum, to be held at the Ludwick Center on Thursday, January 23rd at 6:00 PM, and the Council Goal Setting Workshop, to be held at City Hall on Saturday, February 8th 2025.

Community Priorities Survey

The Community Priorities Survey was open for one month and closed on December 13th, 2024. Community members were notified with their utility bills in the mail or attached as a PDF for paperless customers. The City also notified the public with social media posts, on its website, at various advisory body meetings, and at the October 1st and December 10th City Council meetings.

The survey gathered input from 1,629 community members and will help guide discussions and decisions in the budget process. Participation increased by 25% compared to two years ago, reflecting strong community engagement. While not statistically representative, the survey results indicate that the community’s priorities for

the next two years align closely with the City's current priorities and work programs. Attachment A includes a summary of the results; for a deeper understanding of the community's perspectives, readers can reference all of the survey responses which are included as a [reading file](#). The top five priorities identified in the survey were homelessness, infrastructure maintenance, downtown vitality, housing supply and affordability, and open space. The survey also included an optional open-ended question for respondents to identify how the City might adjust funding current projects or services to accomplish any new priorities. Approximately 45% of respondents provided input to that question, with recurring suggestions for prioritizing basic services, addressing homelessness, improving cost efficiency, and balancing priorities.

Staff is not seeking specific direction regarding the community survey results at this time and are providing the results to begin informing future discussions regarding Major City Goals for the 2025-27 Financial Plan. For more information, please see Attachment A.

Community Forum

The Community Forum, scheduled for January 23, 2025, serves as a vital platform for community engagement, allowing residents, stakeholders, and City Councilmembers to collaboratively shape the City's Major City Goals for the 2025-27 Financial Plan. This interactive event invites participants to review and provide input on existing plans and policies while exploring new ideas. The forum also fulfills the requirements for the Revenue Enhancement Oversight Commission (REOC) to hold a Citizens' Oversight meeting for the use of the Local Revenue Measure funds. Attachment B includes details about the Community Forum, including the key topics for interactive stations and a draft agenda.

Insights from the forum will guide the City Council during their February 8, 2025 Goal-Setting Workshop, where they will refine long-term objectives and discuss how to prioritize the use of limited resources to align with the services most valued by the community. In early January, staff will provide Councilmembers with pre-work instructions to help prepare for the facilitated discussion on February 8.

Staff is seeking feedback regarding any requested changes to the Community Forum format, agenda, or identified topics for the interactive stations, which have been developed based on the outcome of the community survey. For more information, please see Attachment B.

Fiscal Policies

One purpose of the Financial Plan is to set clear fiscal policies that support sound financial decision making. The City's Fiscal Policies are typically included in the reference section of the Financial Plan and cover a broad range of fiscal topics, including:

1. General Revenue Management
2. User Fee Cost Recovery Goals
3. Enterprise Fund Fees and Rates
4. Revenue Distribution

5. Investments
6. Appropriation Limitations
7. CalPERS and Unfunded Liability Management
8. Capital Improvement Management
9. Debt Management
10. Human Resources Management
11. Contracting for Services
12. Productivity

With each financial plan, the City reviews its fiscal policies to determine if any updates are necessary. Changes are generally intended to create consistency amongst various City policies, reflect current practices, and create a system that is effective and efficient to administer.

Staff is seeking input from Council on the changes to the Fiscal Policies that are recommended as shown in Attachment C. The most significant changes to the Fiscal Policies reflect Council's action on July 2, 2024 to adopt a new user fee schedule. Other notable changes include clarification of Capital budgeting practices and modernizing the Human Resources Management policies to reflect current and best practices.

Budget Balancing Strategies

Staff has developed a set of Budget Balancing Strategies that are intended to serve as a playbook for sound fiscal management in both good times and bad. This document incorporates guidance included in other Council adopted documents including the Fiscal Health Contingency Plan, Financial Responsibility Philosophy, Fiscal Health Response Plan and Compensation Philosophy and provides strategies to operationalize many of the ideas in those plans. While development of the document was prompted by the deficit forecasted in later years of the current 5-year forecast, this document is flexible enough to provide guidance to staff not only in times of budget difficulty, but also in times of fiscal recovery and growth.

Staff is seeking input from Council on the proposed strategies provided in Attachment D.

Financial Plan Organization

The organization of the Financial Plan has been incrementally improved with each budget cycles and closely aligns with industry standards and best practices. Based on a careful review, staff is planning to make minimal changes to the organization of the document in order to improve readability and more effectively communicate the important information it contains.

Staff is seeking input from Council on other changes it would like to see to the structure and content of the Financial Plan document; for more information, please see Attachment E.

Economic Outlook

Macroeconomic conditions have always been difficult to predict and economists have had an even more difficult time forecasting the trajectory of the post-COVID economy. While economic developments can have a significant impact on the City's finances, staff hesitates to speculate about macroeconomic conditions and seeks to recommend budgets that are most prudent in an uncertain environment.

Attachment F to this report includes links to a number of reputable sources of economic materials including the Federal Reserve's Summary of Economic Projections, the Central Coast Economic Forecast materials presented by Beacon Economics, HdL's statewide sales tax analysis, and materials from the State of California's Legislative Office and Employment Development Department. These materials provide broad context for the current economic conditions nationally, statewide, and regionally.

The consensus of these reports is that despite numerous recession indicators including an inverted yield curve, increased unemployment rates, and ongoing geopolitical strife, a recession is no longer expected. This consensus points to a return to growth in cyclical revenues for the City including sales tax, transient occupancy tax, and development review fees.

This report also includes a revisit of the City's long-term forecast for the General Fund, which was previously presented to Council and projects deficits in future periods.

Staff is not seeking any guidance from Council on the Economic Outlook. For additional information, please see Attachment F.

CalPERS and the City's Unfunded Pension Liabilities

The City of San Luis Obispo, like many other California municipalities, is a participant in the California Public Employees' Retirement System (CalPERS) pension system, which provides retirement benefits to City employees. The City identified addressing unfunded pension liabilities as a priority with the Fiscal Year 2018-19 Supplemental Budget and the Fiscal Health Response Plan recommended Additional Discretionary Payments (ADPs) to reduce the City's unfunded liability. The most recent actuarial evaluation showed that the City's unfunded pension liabilities have continued to grow.

To address unfunded liabilities, the City has made at least \$2 million in annual discretionary payments to CalPERS from the General Fund and larger payments when resources allow. Unfortunately, the investment losses experienced by CalPERS have decreased the impact that the City's ADPs have had on the funded status of the City's pension plans. Attachment G to this report includes an analysis of how the \$2 million payment would need to increase in order to keep up with growth in staffing expenditures over time.

Staff is seeking guidance from Council on a recommended increase to the annual ADP amount. For the current year, staff recommends that Council direct staff to recommend

allocation of FY 2023-24 unassigned fund balance to increase the ADP with the FY 2024-25 Second Quarter Budget Report. For more information, please see Attachment G.

Long-range Capital Improvement Plan

Development of the Capital Improvement Plan (CIP) for the 2025-27 Financial Plan is in its early stages. The CIP serves as a critical roadmap for addressing the City’s immediate and long-term infrastructure needs. This financial plan builds on lessons learned from past cycles and introduces significant process improvements to enhance clarity, transparency, and accountability in project prioritization and funding allocation.

For 2025-27 Financial Plan, the approach focuses on aligning resources with realistic project delivery timelines, ensuring fiscal responsibility, and maintaining the City’s existing assets. This foundation is vital as the City navigates evolving challenges and opportunities in managing infrastructure investments.

One significant change for the 2025-27 Financial Plan is the shift to fully budgeting for out-years in the CIP, moving away from planning without clear resource constraints beyond the immediate financial plan. This change fosters more intentional long-term decision-making in response to escalating project costs and numerous infrastructure commitments. It also helps set clearer expectations for when projects can realistically be delivered, ensuring greater transparency and alignment between planning and execution.

Staff is not seeking any guidance from Council on the Long-Rage Capital Improvement Plan. For more information, please see Attachment H.

Previous Council or Advisory Body Action

Various Advisory Bodies have submitted recommendations for Council’s consideration in the 2025-27 goal setting process. These recommendations can be found in Attachment I, which are provided for consideration as part of the Major City Goal and work plan development process.

Public Engagement

Public engagement on this item can be provided to the City Council through written correspondence prior to the meeting and through public testimony at the meeting. This item continues the extensive public engagement processes to support development of the 2025-27 Financial Plan as discussed above.

CONCURRENCE

The City’s internal Financial Plan Steering Committee concurs with the recommendations included in this 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: 2025-27

Fiscal Analysis:

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

The recommendations included in this report have no immediate fiscal impact but are part of the financial planning process which is intended to ensure that the City is able to provide the maximum benefit to the community with the resources available.

ALTERNATIVES

1. **Council could direct staff to continue with Additional Discretionary Payments to CalPERS in the same amount as prior years.** This would provide flexibility to address other priorities, but would slow progress in paying down pension liabilities.
2. **Council could modify the proposed Goal Setting activities.** The Council could direct staff to pursue a different process for goal-setting. This action is not recommended because there is value to the community in conducting consistent processes year to year to ensure resident engagement. Should modifications to the Goal Setting activities be made, staff recommends incremental adjustments to the activities planned.
3. **Council could direct further changes to the recommended financial plan policies provided in Attachment C.** Council may direct modifications to the financial plan policies, which will be incorporated into the 2025-27 Financial Plan document.
4. **Council could direct further changes to the recommended budget balancing policies provided in Attachment D.** Council may direct modifications to the budget balancing policies, which will be incorporated into the 2025-27 Financial Plan document.
5. **Council could direct modifications to the Financial Plan Organization, described in Attachment E, or direct other changes to the financial plan.** Council may direct modifications to the financial plan organization or content, which will be incorporated into the 2025-27 Financial Plan document.

ATTACHMENTS

- A - Community Survey Responses
- B - Plans for Community Forum and Goal Setting
- C - Review of Financial Plan Policies
- D - Budget Balancing Strategies
- E - Review of Financial Plan Organization
- F - Review of Economic Conditions
- G - CalPERS Pension Plans and Funded Status
- H - Long-Range Capital Improvement Plan
- I - Advisory Body Goals



Attachment A – Community Survey Results

2025-27 Financial Plan

Community Priorities Survey

Community feedback and input is a cornerstone of the City's budget process and an integral part of the decision-making on Major City Goals. In addition to encouraging participation in the Financial Plan process, the community survey asks the City's residents to share their priorities for the City to accomplish over the next two years in addition to the core services already provided.

Survey Distribution

The 2025-27 Community Priorities Survey was conducted via the City's online engagement platform, [Open City Hall](#), and was open for one month from November 12, 2024 to December 13, 2024. To make the survey accessible to as many community members as possible, the City created a Spanish version of the survey; however, Open City Hall also automatically translates the survey into the language set on the user's browser. The City utilizes several outreach methods and distribution channels for the survey including:

1. Utility invoice inserts
2. City website (Open City Hall)
3. City news & e-notification
4. Press releases
5. Social media
6. Outreach to over 100 community groups

Survey Participation

A total of 1,629 individual survey responses were received by December 13, 2024, representing 81 hours of public comment. This reflects a 25% increase in participation compared to the same survey conducted two years ago.

Survey Results

While the survey is not a "scientific survey" or "statistically representative," the feedback received through this process for over five budget cycles has helped to align the City's funding and work plan decisions with the community's priorities.

All of the survey responses have been published as a reading file here:

<https://opengov.slocity.org/WebLink/DocView.aspx?id=202968&dbid=0&repo=CityClerk>

The reading file includes:

- i. Summary of Responses from the OpenGov Survey Platform
- ii. Survey questions (for reference)
- iii. All individual responses (1,629) in order of date received
- iv. Responses to Question #2 "Other" priority selection
- v. Responses to Question #3: *Given the current fiscal constraints, new projects or services may require prioritization and potential trade-offs unless they can generate offsetting*

revenue. How might the City adjust current projects or services to accomplish any new priorities?

The following charts summarize the top priorities from the questions asked. Together with an 'Other' question that was open-ended, it provided participants with up to five responses. The 'Other' responses were reviewed by staff and grouped into themes, where possible. These themes help to identify areas for further consideration and discussion. All survey responses to the 'Other' response can be found on page 486 of the [reading file](#).

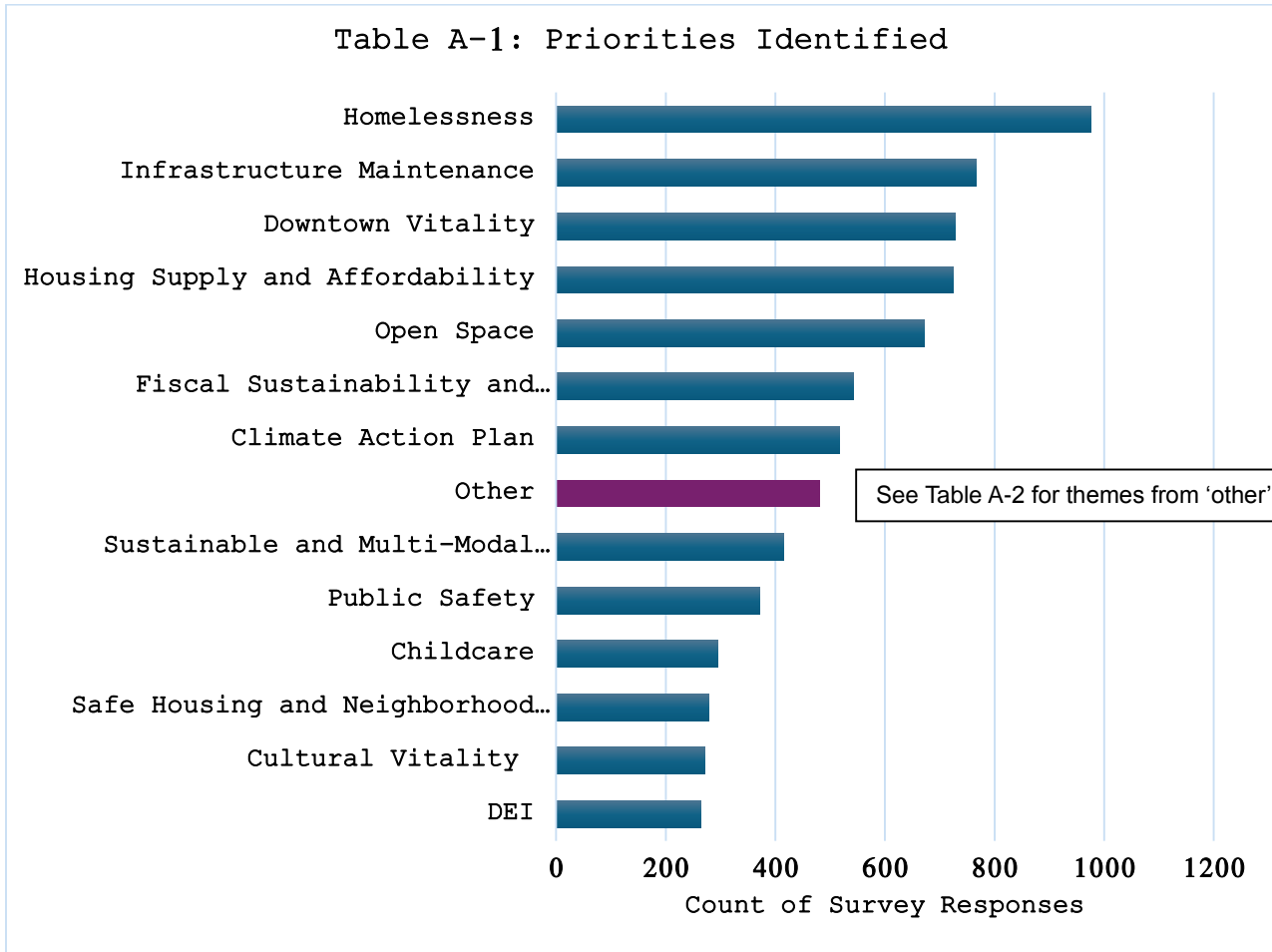
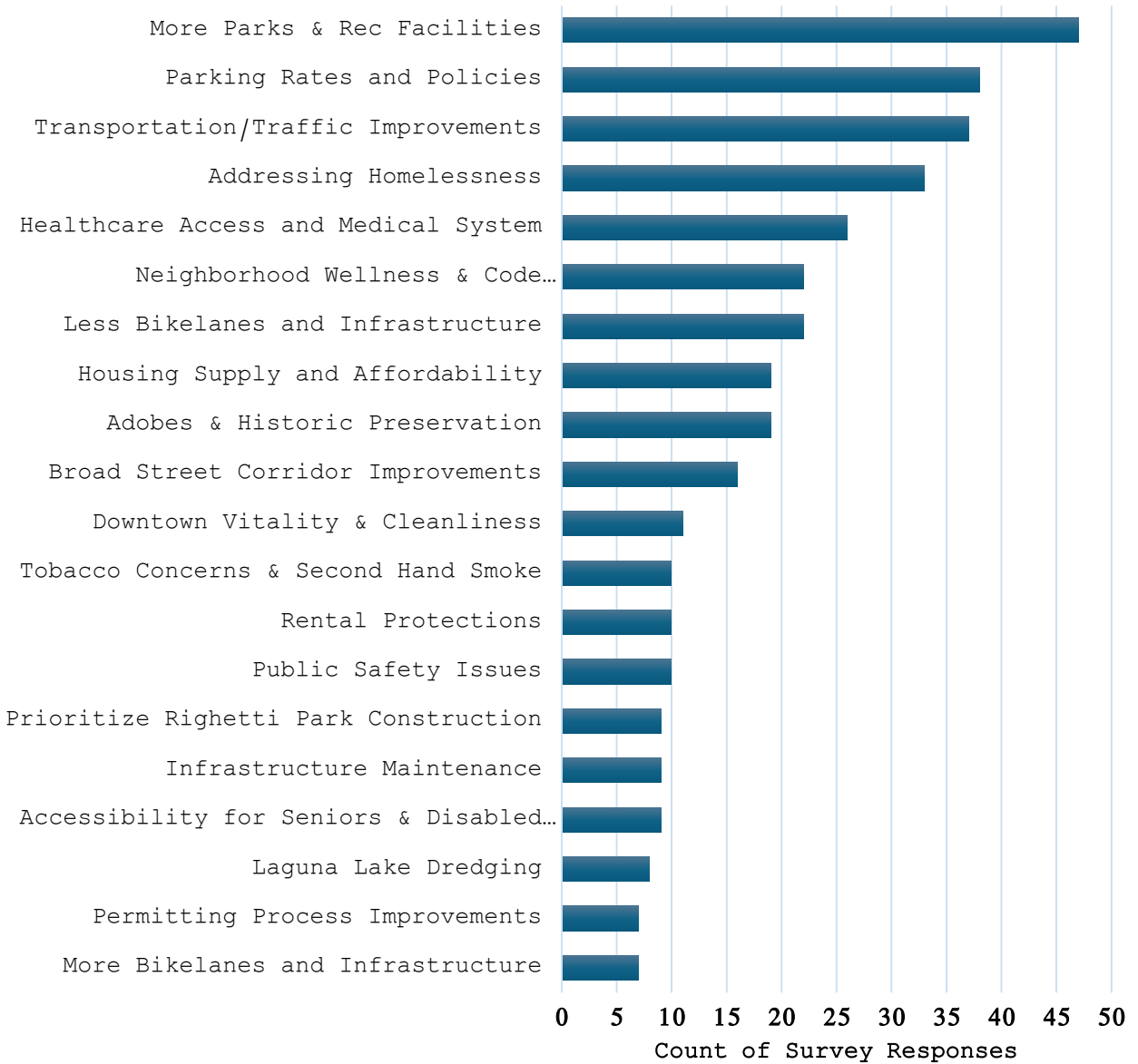


Table A-2: Top 20 Themes from "Other" Category



Question #3 Budget Offsets - Response Summary

Because the City is faced with financial constraints in the years ahead, an optional survey question was added to allow the respondents to share how they might recommend adjusting current projects or services to accomplish new priorities. About 45% of respondents chose to answer this question. Staff used an AI tool to help summarize the main themes from the 731 survey responses. Although the information has been reviewed by staff for accuracy, readers are encouraged to refer to the complete set of responses included on page 504 of the [reading file](#) for a full understanding of community sentiment on these themes. The main themes include:

Infrastructure and Public Services

- **Prioritize Basic Services:** Emphasis on maintaining roads, public safety, and infrastructure before expanding to new projects or services.
- **Transportation Adjustments:** Suggestions to prioritize spending on road maintenance and traffic flow rather than other multi-modal transportation improvements.
- **Efficient Project Management:** Focus on completing existing projects rather than initiating new ones.

Homelessness and Affordable Housing

- **Address Homelessness:** Many respondents view homelessness as a top priority and suggest solutions ranging from stricter law enforcement to supportive housing initiatives.
- **Affordable Housing:** Calls to streamline zoning, encourage high-density housing, and ensure low-income housing options.

Fiscal Strategies

- **Revenue Generation:** Proposals include increasing taxes on tourism, luxury goods, and high-end property, along with leveraging grant funding.
- **Cost Efficiency:** Recommendations to cut non-essential programs and administrative costs.

Environmental and Social Issues

- **Climate Action:** Opinions are mixed; some emphasize prioritizing climate initiatives, while others suggest reducing investments in environmental programs.
- **Equity and DEI:** Opinions are mixed; some responses support funding for DEI initiatives while others feel it should be reduced.

Downtown Vitality

- **Enhancing Downtown:** Suggestions to lower parking rates, attract businesses, and revitalize downtown spaces.

Community Engagement

- **Community Participation:** Proposals to involve local organizations and volunteers to complement city services.



Attachment B – Plans for Community Forum and Goal-Setting

2025-27 Financial Plan

Community Forum

A cornerstone of the community engagement process is the Community Forum (Forum) where the community can engage in person and give voice to the desired programs and initiatives for the City Council to consider as part of the Major City Goal plans. The forum is intended to solicit feedback from residents, community groups, stakeholders, and interested individuals on tasks and projects to support the priorities identified through the Community Priorities Survey. The Forum is also intended to meet requirements of the City's local sales tax ordinance to hold an annual community forum by providing an opportunity for the Revenue Enhancement Oversight Commission (REOC) to receive input on the use of the revenue generated by the Local Revenue Measure¹.

The Community Forum is scheduled for January 23, 2025, from 6:00-9:00 pm at the Ludwick Community Center. There will be a supervised children's room for ages 4+ and the bike valet will be on site for those who choose to bike to the Forum. Bilingual staff will be available at the Forum to help translate for Spanish-speaking community members.

This year's Forum will be led by internal staff instead of an external facilitator to promote cost efficiency and foster trust through consistent communication. A third-party consultant will facilitate the goal-setting workshop as has occurred in past financial planning processes to provide specialized expertise.

The forum will feature a presentation from staff and leadership, followed by an interactive breakout session and a chance for public comment. During the breakout session, attendees will have the opportunity to visit various stations, engage with staff, and participate in interactive prioritization of tasks and projects. Staff recommends limiting the number of stations to no more than nine, aligned with the current Major City Goals and the priorities identified in the Community Priorities Survey (see Attachment A in the Council Agenda Report). The proposed stations include:

1. Homelessness
2. Infrastructure and Sustainable/Multi-modal Transportation
3. Downtown Vitality
4. Housing
5. Climate Action and Open Space
6. Fiscal Sustainability (including use of Local Revenue Measure funds)
7. Public Safety
8. Diversity, Equity, Inclusion
9. Other/ New Ideas

¹ Code 2.14.040(D), Annual Citizen Oversight Meeting: *The REOC shall hold an annual community services and investment measure community forum for the purpose of taking input from residents and community members on preferences for the use of the revenues generated by the community services and investment tax.*

Staff with expertise in each selected topic will be present at the breakout areas to answer questions, discuss the City's current initiatives, and gather feedback on potential new items to include in the work plan. Each topic area will feature a list of proposed projects or work program efforts tied to the identified priority. Community members will have the opportunity to rank these items digitally through their phones and view the rankings in real-time. They may also suggest and rank any additional they or other communities have. Staff will assist individuals who are unable to use the digital process or would prefer to hand-write their responses.

A finalized list of proposed tasks and projects for each station will be published one week before the Community Forum, allowing the public time to brainstorm their responses. For those unable to attend in person, feedback can be submitted via email at communityforum@slocity.org and will be incorporated into the results from the forum.

Staff recognizes that some projects may overlap across multiple priorities. For instance, an active transportation project might align with both "Infrastructure" and "Climate Action." While these stations are not designed to be an exact science, they aim to provide community members an opportunity to share their perspectives on what programs or projects are most important to them.

The insights gathered from the forum will be used by the Council during the Goal-Setting Workshop to establish the City's Major City Goals for the 2025-27 Financial Plan.

Draft Forum Agenda

5:30-6:00 **Individuals Welcomed at the Door**

1. *Agenda with instructions on how to participate*
2. *Ice Breaker Dot-Exercise*
3. *Booths are staffed to allow individuals to begin pre-conversations with staff*
4. *Informational flyers about various aspects of the City are available.*

6:00-6:10 **Welcome by Mayor**

6:10-6:15 **City Manager's Opening Comments**

6:15-6:35 **2025-27 Financial Plan Process by Finance Director**

6:35-6:45 **Presentation on Themes from Pre-Survey and Instructions for Forum**

6:45-7:45 **Open House/Workshop with Breakout Stations**

7:45-8:15 **Reconvene for Public Comment**

1. *Attendees will be encouraged to post all ideas and concepts during the open house/workshop and do not need to stay for public comment.*
2. *Members of public who desire to directly address the Council and REOC or elaborate on an idea or concept will complete public comment cards and indicate the topic.*
 - a. *Where a group has several members present, we encourage them to select a spokesperson and have others in their group indicate support for the same position with a show of hands.*

8:15-8:30 **Closing Remarks & Adjournment**

Goal-Setting Workshop and Council Pre-work

Based on the feedback and input received, Councilmembers will be asked to complete some pre-work by 9:00 a.m. on Wednesday, February 5, 2025, for consideration during the Goal-Setting

Workshop on February 8, 2025. Templates and specific instructions for Councilmembers will be distributed via Council correspondence in early January. This pre-work will involve submitting proposed edits to existing goals, suggesting new goals, and recommending adjustments to current programs and services to help meet the City's priorities.

Without identifying who submitted the statements, staff will compile the feedback, compose lists, and organize feedback by common topics. The lists will be distributed to all Councilmembers and made available to the community by the close of business on Wednesday, February 5, 2025.

Based upon pre-work submittals provided by the Councilmembers, the facilitator will guide the Council in discussion of the goals by category and the relationship of those goals to current projects and services. The discussion intends to capture tangible steps that can be taken in the next two years to get closer to reaching overarching goals. Because the City anticipates tighter financial constraints in the coming years, the discussion of goals and work plan items will likely be different from previous budget cycles and goal-setting workshops that supported service expansions. The Goal-Setting Workshop will provide the City Council with an opportunity to collaborate on prioritizing the use of existing resources to align with the services most valued by the community.

The outcome of the goal-setting workshop will help guide staff's development of the draft budget which will be presented to Council in April 2025.

City Council Guidance

Staff is seeking input and guidance from the City Council relative to the upcoming Community Forum and Goal Setting Workshop.

Fiscal Policies

Section 1. GENERAL REVENUE MANAGEMENT

- A. **Diversified and Stable Base.** The City will seek to maintain a diversified and stable revenue base to protect it from short-term fluctuations in any one revenue source.
- B. **Long-Range Focus.** To emphasize and facilitate long-range financial planning, the City will maintain current projections of revenues for the succeeding five years.
- C. **Current Revenues for Current Uses.** The City will make all current expenditures with current revenues, avoiding procedures that balance current budgets by postponing needed expenditures, accruing future revenues, or rolling over short-term debt.
- D. **Interfund Transfers and Loans.** In order to achieve important public policy goals, the City has established various special revenue, capital project, debt service and enterprise funds to account for revenues whose use should be restricted to certain activities. Accordingly, each fund exists as a separate financing entity from other funds, with its own revenue sources, expenditures and fund equity.

Any transfers between funds for operating purposes are clearly set forth in the Financial Plan, and can only be made by the Finance Director in accordance with the adopted budget. These operating transfers, under which financial resources are transferred from one fund to another, are distinctly different from interfund borrowings, which are usually made for temporary cash flow reasons, and are not intended to result in a transfer of financial resources by the end of the fiscal year.

In summary, interfund transfers result in a change in fund equity; interfund borrowings do not, as the intent is to repay the loan in the near term.

From time to time, interfund borrowings may be appropriate; however, these are subject to the following criteria in ensuring that the fiduciary purpose of the fund is met:

1. The Finance Director is authorized to approve temporary interfund borrowings for cash flow purposes whenever the cash shortfall is expected to be resolved within 45 days. The most common use of interfund borrowing under this circumstance is for grant programs like the Community Development Block Grant, where costs are incurred before drawdowns are initiated and received. However, receipt of funds is typically received shortly after the request for funds has been made.
2. Any other interfund borrowings for cash flow or other purposes require case-by-case approval by the Council.
3. Any transfers between funds where reimbursement is not expected within one fiscal year shall not be recorded as interfund borrowings; they shall be recorded as interfund operating transfers that affect equity by moving financial resources from one fund to another.

Section 2. USER FEE COST RECOVERY GOALS

A. Ongoing Review

Fees will be 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~~three years. In the interim, fees will be 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.

B. User Fee Cost Recovery Levels

In setting user fees and cost recovery levels, the following factors will be considered:

1. **Community-Wide Versus Special Benefit.** The level of user fee cost recovery should consider the community-wide versus special service nature of the program or activity. The use of general-purpose revenues is appropriate for community-wide services, while user fees are appropriate for services that are of special benefit to easily identified individuals or groups.
2. **Service Recipient Versus Service Driver.** After considering community-wide versus special benefit of the service, the concept of service recipient versus service driver should also be considered. For example, it could be argued that the applicant is not the beneficiary of the City's development review efforts: the community is the primary beneficiary. However, the applicant is the driver of development review costs, and as such, cost recovery from the applicant is appropriate.
3. **Effect of Pricing on the Demand for Services.** The level of cost recovery and related pricing of services can significantly affect the demand and subsequent level of services provided. At full cost recovery, this has the specific advantage of ensuring that the City is providing services for which there is genuinely a market that is not overly-stimulated by artificially low prices.

Conversely, high levels of cost recovery will negatively impact the delivery of services to lower income groups. This negative feature is especially pronounced, and works against public policy, if the services are specifically targeted to low-income groups.

4. **Feasibility of Collection and Recovery.** Although it may be determined that a high level of cost recovery may be appropriate for specific services, it may be impractical or too costly to establish a system to identify and charge the user. Accordingly, the feasibility of assessing and collecting charges should also be considered in developing user fees, especially if significant program costs are intended to be financed from that source.

C. Factors Favoring Low Cost Recovery Levels

Very 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 one group will subsidize another.
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- and the ability to appeal planning decisions. Historically, 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. 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.

D. Factors Favoring High Cost Recovery Levels

The use of service charges as a major source of funding service levels is especially appropriate 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. Police responses to disturbances or false alarms might fall into this category.
5. The service is regulatory in nature and voluntary compliance is not expected to be the primary method of detecting failure to meet regulatory requirements. Building permit, plan checks, and subdivision review fees for large projects would fall into this category.

E. General Concepts Regarding the Use of Service Charges

The following general concepts will be used in developing and implementing service charges:

1. Revenues should not exceed the reasonable cost of providing the service.
2. Cost recovery goals should be based on the total cost of delivering the service, including direct costs, departmental administration costs and organization-wide support costs such as accounting, personnel, information technology, legal services, fleet maintenance and insurance.

3. The method of assessing and collecting fees should be as simple as possible in order to reduce the administrative cost of collection.
4. Rate structures should be sensitive to the "market" for similar services as well as to smaller, infrequent users of the service.
5. A unified approach should be used in determining cost recovery levels for various programs based on the factors discussed above.

F. **Low Cost-Recovery Services**

Based on the criteria discussed above, the following types of services should have very low-cost recovery goals. In selected circumstances, there may be specific activities within the broad scope of services provided that should have user charges associated with them. However, the primary source of funding for the operation as a whole should be general-purpose revenues, not user fees.

1. Delivering public safety emergency response services such as police patrol services and fire suppression.
2. Maintaining and developing public facilities that are provided on a uniform, community-wide basis such as streets, parks and general-purpose buildings.
3. Providing social service programs and economic development activities.

4. **Appealing planning decisions. Appeal fees are charged based on a tiered system and fees for all tiers should be at 15% cost recovery for both applicants and non-applicants, based on the cost of responding to appeals initiated by the applicant.**

G. **Recreation Programs**

The following cost recovery policies apply to the City's recreation programs:

1. Cost recovery for activities directed to adults should be relatively high.
2. Cost recovery for activities directed to youth and seniors should be relatively low. In those circumstances where services are similar to those provided in the private sector, cost recovery levels should be higher.

Although ability to pay may not be a concern for all youth and senior participants, these are desired program activities, and the cost of determining need may be greater than the cost of providing a uniform service fee structure to all participants. Further, there is a community-wide benefit in encouraging high-levels of participation in youth and senior recreation activities regardless of financial status.

3. **Fees for golf activities should be comparable to other communities.**

3.4. Cost recovery goals for recreation activities are set as follows:

High-Range Cost Recovery Activities - (60% to 100%)

- a. Adult athletics
- b. Banner permit applications
- c. Major commercial film permit applications
- ~~e. Child care services~~
- ~~d. Facility rentals (indoor and outdoor; excludes use of facilities for internal City uses)~~

Mid-Range Cost Recovery Activities - (30% to 60%)

- ~~e.d.~~ Triathlon
- ~~f.~~ Golf
- ~~g.e.~~ Summer and Spring Break Camps
- f. Junior Ranger camp
- g. Child care services
- ~~h.~~ Classes
- ~~i.h.~~ Major commercial film permit applications

Low-Range Cost Recovery Activities- (0 to 30%)

- j.i. Aquatics
- ~~k.j.~~ Community gardens
- ~~l.~~ Junior Ranger camp
- ~~m.k.~~ Minor commercial film permit applications
- ~~n.l.~~ Skate park
- ~~o.m.~~ Parks and Recreation sponsored events (except for Triathlon)
- ~~p.n.~~ Youth sports
- ~~q.o.~~ Teen services
- ~~r.p.~~ Senior ~~/boomer~~ services

4.5. For cost recovery activities of less than 100%, there should be a differential in rates between residents and non-residents. However, the Director of Parks and Recreation is authorized to reduce or eliminate non-resident fee differentials when it can be demonstrated that:

- a. The fee is reducing attendance.
- b. ~~And there~~There are no appreciable expenditure savings from the reduced attendance.

5.6. Charges will be assessed for use of rooms, pools, gymnasiums, ball fields, special-use areas, and recreation equipment for activities not sponsored or co-sponsored by the City. Such charges ~~will generally conform to the fee guidelines described above~~should be based upon comparability with other communities. However, the Director of Parks and Recreation is authorized to charge fees that are closer to full cost recovery for facilities that are heavily used at peak times and include a majority of non-resident users.

~~6-7.~~ A vendor charge of at least 10 percent of gross income will be assessed from individuals or organizations using City facilities for moneymaking activities.

~~7-8.~~ The Director of Parks and Recreation is authorized to offer reduced fees such as introductory rates, family discounts and coupon discounts on a pilot basis (not to exceed 18 months) to promote new recreation programs or ~~resurrect~~revive existing ones.

~~8-9.~~ The Parks and Recreation Department will consider waiving fees only when the City Manager determines in writing that an undue hardship exists.

H. **Development Review Programs**

The following cost recovery policies apply to the development review programs:

1. Services provided under this category include:
 - a. Planning (planned development permits, tentative tract and parcel maps, re-zonings, general plan amendments, variances, use permits).
 - b. Building and safety (building permits, structural plan checks, inspections).
 - c. Engineering (public improvement plan checks, inspections, subdivision requirements, encroachments).
 - d. Fire plan check.
2. Cost recovery for these services should generally be very high. In most instances, the City's cost recovery goal should be 100%.
3. However, in charging high cost recovery levels, the City needs to clearly establish and articulate standards for its performance in reviewing developer applications to ensure that there is "value for cost."
4. Building Permit Plan Check Services – The City of San Luis Obispo offers building permit plan check services through consultants at a set price, not to exceed 65% of the City's fee for the service. Building Permit Plan Check Services are offered by the City on a 100% cost-recovery basis, and the service is provided after the fee is paid in full. As a result, the Finance Director is authorized to make appropriations from the related revenue account to cover the cost of the services provided.

I. **Services Supporting Sustainability Goals of the City**

Fees for services that support the sustainability goals of the City should be set at 50% cost recovery. These include:

1. Building permits for:
 - a. Electric Car Charging System
 - b. Graywater System

- c. Graywater/Rainwater Harvesting System
- d. Heat Pump
- e. Insulation/Energy Update
- f. Photovoltaic Systems
- g. Photovoltaic Unit Installation – Residential
- h. Residential Photovoltaic System
- i. Solar/PV System - Commercial BLDG
- j. Solar/PV System – Multifamily BLDG
- k. Solar Water System Fixtures - BLDG
- l. Doors/Windows
- m. Electric Service Upgrades
- n. New/Altered Circuits
- o. Window Retrofit

2. Pedicab Fee and Pedicab Renewal Fee

J. Concealed Carry Weapon Permit fee

The Concealed Carry Weapon Permit fee should be based upon comparability with other communities.

K. Comparability with Other Communities

In setting user fees, the City will consider fees charged by other agencies in accordance with the following criteria:

1. Surveying the comparability of the City's fees to other communities provides useful background information in setting fees for several reasons:
 - a. They reflect the "market" for these fees and can assist in assessing the reasonableness of San Luis Obispo's fees.
 - b. If prudently analyzed, they can serve as a benchmark for how cost-effectively San Luis Obispo provides its services.
2. However, fee surveys should never be the sole or primary criteria in setting City fees as there are many factors that affect how and why other communities have set their fees at their levels. For example:
 - a. What level of cost recovery is their fee intended to achieve compared with our cost recovery objectives?
 - b. What costs have been considered in computing the fees?
 - c. When was the last time that their fees were comprehensively evaluated?
 - d. What level of service do they provide compared with our service or performance standards?
 - e. Is their rate structure significantly different than ours and what is it intended to achieve?

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3. These can be very difficult questions to address in fairly evaluating fees among different communities. As such, the comparability of our fees to other communities should be one factor among many that is considered in setting City fees.

Section 3. ENTERPRISE FUND FEES AND RATES

- A. **Water, Sewer, and Parking.** The City will set fees and rates at levels which fully cover the total direct and indirect costs—including operations, capital outlay, and debt service—of the following enterprise programs: water, sewer, and parking. For ~~Water~~water and ~~Sewer~~sewer, the rate setting process will be in accordance with Proposition 218 and its notification requirements.
- B. **Transit.** Based on targets set under the Transportation Development Act, the City will strive to cover at least twenty percent of transit operating costs with fare revenues.
- C. **Ongoing Rate Review.** The City will review and adjust enterprise fees and rate structures as required to ensure that they remain appropriate and equitable.
- D. **Cost of Service Fees.** The City will treat the water and sewer funds in the same manner as if they were privately owned and operated. This means assessing reasonable cost of service fees in fully recovering service costs.

The purpose of the cost of service fee is reasonable cost recovery for the use of the City's services such as street rights-of-way and public safety. The appropriateness of charging the water and sewer fund a reasonable cost of service fee for the use of the City streets is further supported by the results of studies from Arizona, California, Ohio, and Vermont which concluded that the leading cause of street resurfacing and reconstruction is street cuts and trenching for Utilities.

Section 4. REVENUE DISTRIBUTION

The Council recognizes that generally accepted accounting principles for state and local governments discourage the “earmarking” of General Fund revenues, and accordingly, the practice of designating General Fund revenues for specific programs should be minimized in the City's management of its fiscal affairs. Approval of the following revenue distribution policies does not prevent the Council from directing General Fund resources to other functions and programs as necessary.

- A. **Property Taxes.** With the passage of Proposition 13 on June 6, 1978, California cities no longer can set their own property tax rates. In addition to limiting annual increases in market value, placing a ceiling on voter-approved indebtedness, and redefining assessed valuations, Proposition 13 established a maximum county-wide levy for general revenue purposes of 1% of market value. Under subsequent state legislation, which adopted formulas for the distribution of this countywide levy, the City now receives a percentage of total property tax revenues collected countywide as determined by the State and administered by the County Auditor-Controller. The City receives 14.9% of each dollar collected in property tax after allocations to school districts.

Accordingly, while property revenues are often thought of as local revenue sources, in essence they are State revenue sources, since the State controls their use and allocation.

With the adoption of a Charter revision in November 1996, which removed provisions that were in conflict with Proposition 13 relating to the setting of property tax revenues between various funds, all property tax revenues are now accounted for in the General Fund.

- B. **Gasoline Tax Subventions.** All gasoline tax revenues (which are restricted by the State for street-related purposes) will be used for maintenance activities. Since the City's total expenditures for gas tax eligible programs and projects are much greater than this revenue source, operating transfers will be made from the gas tax fund to the General Fund for this purpose. This approach significantly reduces the accounting efforts required to meet State reporting requirements.
- C. **Transportation Development Act (TDA) Revenues.** All TDA revenues will be allocated to alternative transportation programs, including regional and municipal transit systems, bikeway improvements, and other programs or projects designed to reduce automobile usage. Because TDA revenues will not be allocated for street purposes, it is expected that alternative transportation programs (in conjunction with other state or federal grants for this purpose) will be self-supporting from TDA revenues.
- D. **Parking Fines.** All parking fine revenues will be allocated to the ~~parking fund~~ **Parking Fund**, except for those collected by Police staff (who are funded by the General Fund) in implementing neighborhood wellness programs.

Section 5. INVESTMENTS

[Link to the City's Investment Policy & Management Plan:](#)

POLICY STATEMENT

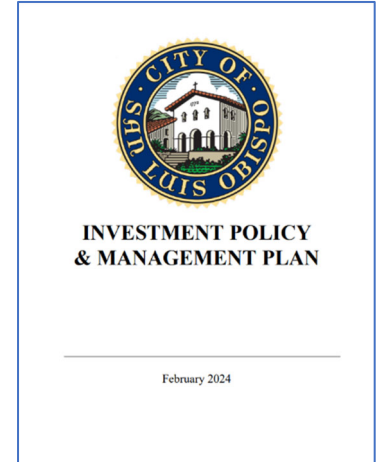
The City of San Luis Obispo shall invest public funds in such a manner as to comply with state and local laws; ensure prudent money management; provide for daily cash flow requirements; and meet the objectives of the Investment Policy & Management Plan in priority order of Safety, Liquidity, and Return on Investment.

The purpose of the Investment Policy and Management Plan is to establish policies, practices, and procedures to be used in administering the City's investment portfolio in accordance with the City's Statement of Investment policy.

PRIMARY INVESTMENT OBJECTIVE

The City's primary investment objective is to achieve a reasonable rate of return on public funds while minimizing the potential for capital losses arising from market changes or issuer default. Although the generation of revenues through interest earnings on investments is an appropriate City goal, the primary consideration in the investment of City funds is capital preservation in the overall portfolio. As such, the City's yield objective is to achieve a reasonable rate of return on City investments rather than the maximum generation of income, which could expose the City to unacceptable levels of risk.

In determining individual investment placements, the following factors shall be considered in priority order: 1) Safety 2) Liquidity 3) Yield – (Return on Investment~~,-~~). The City will also take into account Environmental, Social, and Governance (ESG) objectives, the City's Socially Responsible Investment Policy, and other qualitative considerations as directed by Council and required by the Investment Policy & Management Plan.



Section 6. APPROPRIATIONS LIMITATION

- A. The Council will annually adopt a resolution establishing the City's appropriations limit calculated in accordance with Article XIII-B of the Constitution of the State of California, Section 7900 of the State of California Government Code, and any other voter approved amendments or state legislation that affect the City's appropriations limit.
- B. The supporting documentation used in calculating the City's appropriations limit and projected appropriations subject to the limit will be available for public and Council review at least 10 days before Council consideration of a resolution to adopt an appropriations limit. The Council will generally consider this resolution in connection with final approval of the budget.
- C. The City will strive to develop revenue sources, both new and existing, which are considered non-tax proceeds in calculating its appropriations subject to limitation.
- D. The City will annually review user fees and charges and report to the Council the amount of program subsidy, if any, that is being provided by the General or Enterprise Funds.
- E. The City will actively support legislation or initiatives sponsored or approved by League of California Cities which would modify Article XIII-B of the Constitution in a manner which would allow the City to retain projected tax revenues resulting from growth in the local economy for use as determined by the Council.
- F. The City will seek voter approval to amend its appropriation limit at such time that tax proceeds are in excess of allowable limits.

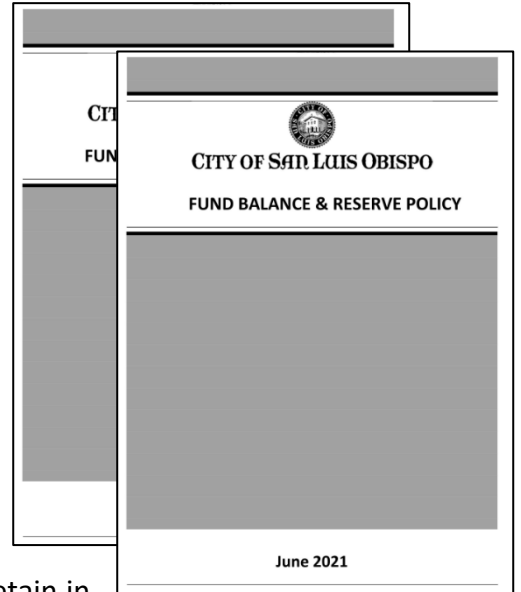
Section 7. FUND BALANCE AND RESERVES

[Link to the City's Fund Balance & Reserve Policy](#)

This policy establishes guidelines and procedures for allocating and reporting the City's fund balances in the financial statements in accordance with Governmental Accounting Standards Board (GASB) Statement No. 54 and as committed by the City Council effective beginning fiscal year ending June 30, 2021.

Additionally, the policy establishes the City's reserve levels to address protection from risk and unexpected situation that require financial resources. The City of San Luis Obispo faces risks such as revenue shortfalls during recessions and losses from extreme events, like earthquakes, wildland fires, flooding, and other natural disasters. Prudent reserve levels help make sure that the City of San Luis Obispo can respond quickly and decisively to those events. Reserves also support vital public services during revenue declines. As such, the City's reserve policy describes how much the City will retain in the reserves and stipulates activation and acceptable uses of the reserves.

Since reserve levels need to be considered when establishing fund balances, both are addressed within this policy.



Section 8. CalPERS & UNFUNDED LIABILITIES

With the 2018-19 Financial Plan Supplement, the City adopted its Fiscal Health Response Plan (FHRP); a three-year plan to address the City's escalating unfunded pension liability stemming from the CalPERS' changes under the Public Employees' Pension Reform Act (~~PEBRA~~, ~~PEBRA~~, PEPRA). PEPRA prescribe that a member agency's pension liability had to be paid down over a 30-year period which triggered annually escalating contributions through 2045.

The FHRP therefore targeted a realignment of revenues and expenditures to allow for additional payments to CalPERS, negotiated additional contributions toward pension payments for employee groups, and prioritized the use of unassigned fund balance once the City's Financial Statements had been audited and accepted by the City Council. The goal of this realignment was the payment of the unfunded liability (UFL) over a reduced timeline therefore securing pensions for City employees and saving the City considerable interest payments.

Given the long-term ramifications of the deliverables put in motion through the FHRP, this section addresses the City's long-term commitment to payment of the UFL, annual additional discretionary payments (ADPs), and the needed prioritization to hold the shortened timeline.

1. The City sets the following prioritization of unassigned General Fund balance:
 - a. Additional discretionary payments to CalPERS
 - b. Infrastructure investments
 - ~~b.c. Emerging Health and Safety needs of the community~~
 - ~~c.a. Infrastructure investments~~
2. The City commits to ADPs to CalPERS and adding an annual inflator equal to increases in payroll whenever CalPERS reaches its discount rate or larger rates of return based on ~~FY2022-23 assumptions as follows:~~ what is presented in the latest five-year forecast.
 - ~~a. \$2 million from the General Fund~~
 - ~~b. \$400,000 from the City's Enterprise Funds~~
3. Whenever CalPERS does not reach its adopted discount rate, the City commits to first use any unassigned fund balance to counteract the investment loss CalPERS experienced. It will add the loss to the committed ADP as outlined above to safeguard the investment already made toward the early repayment of the UFL.

Section 9. CAPITAL IMPROVEMENT PROGRAM MANAGEMENT

- A. **CIP Projects: \$25,000 or More.** Construction projects which cost \$25,000 or more will be included in the CIP and are accounted for in the the Capital Outlay Fund. Minor capital outlays of less than \$25,000 will be included with the operating program budgets.
- B. **CIP Purpose.** The purpose of the CIP is to systematically plan, schedule, and finance capital projects to ensure cost-effectiveness as well as conformance with established policies. The CIP is a five-year plan organized into by the same functional groupings used for categories as the City's operating programs. The CIP will reflect reflects a balance between capital replacement projects —those that repair, replace, or enhance existing facilities, equipment or infrastructure; and with capital facility projects that significantly expand or add to the City's existing fixed assets.
- C. **CIP Project Type.** Projects are categorized by type, including:
1. Asset Maintenance – Reoccurring and annual needs that maintain existing assets.
 2. Asset Replacement – Periodically reoccurring and/or annual needs that replace existing assets with similar assets.
 3. New Asset – Periodic needs to expand the number of assets that serve the community.

Asset maintenance projects and costs should be considered before recommending funding for projects to replace existing assets or construct new assets. Asset Maintenance projects are not ranked by the CIP Review Committee.

- D. **CIP Project, Project Manager.** Every CIP project will have a “project manager” who will be responsible for managing the project scope, budget, and timeline. Project managers will be responsible for ensuring that required phases are completed on schedule, authorizing all project expenditures, ensuring that all regulations and laws are observed, regularly communicating with project proponents and other stakeholders, and reporting on project status. Project management will primarily be performed by staff in the Public Works Department, but staff from other departments may also manage projects.
- E. **CIP Review Committee.** The CIP Review Committee provides governance of the CIP by evaluating and prioritizing capital projects based upon an established set of criteria to ensure alignment with Major City Goals, the General Plan, strategic growth objectives and needs for services provided within the City. The Assistant City Manager serves as Chair of the Committee and the Director of Public Works is Vice Chair; other members include: Deputy City Manager, Director of Community Development, Director of Finance, Director of Parks and Recreation, Director of Utilities, and a public safety department head (rotating between the Fire Chief and Police Chief). The CIP Administrative Manager, City Engineer and, Principal Budget Analyst, DEI Manager, and Sustainability Manager provide staff support to the Committee. The Committee is responsible for:
1. Assessing the City's fiscal and staff capacity to deliver projects so that the recommended CIP represents what can realistically be accomplished; and

2. Recommending to the City Manager the projects and associated budgets that should be included in the biennial financial plan; and
3. Considering requests for new projects that may be requested outside of financial plan development to address emergent needs; and
4. Evaluating the re-prioritization of projects as needs and conditions change in order to ensure consistency with project evaluation criteria, ability to deliver projects, and City priorities.

F. **Project Request Forms.** The CIP Review Committee requires that departments submitting a request for an Asset Replacement or New Asset project to be funded in the Five-Year CIP cycle submit a Project Request Form (PRF) to formally document the project request. The PRF is intended to ensure that the Committee has necessary information to evaluate and prioritize projects for funding. In addition to completion of the PRF, the Committee may also request a presentation from the requesting department to gather additional information. The content of the PRF shall include, but not be limited to the following:

1. Proposed project title
2. Proponent (Client) department
3. Proposed managing department or division
4. Project function (Major City Goal Alignment)
5. Project type
6. City priority alignment
7. Project scope
 - i. Purpose and Need (including approved planning documents or mandates)
 - ii. Consistency with Climate Action Plan
 - iii. Consistency with DEI
 - iv. Impact to Operations
8. Proposed project schedule/delivery
9. Estimated project budget and funding source(s) ~~(if any)~~

G. **Creation of Projects.** New projects shall only be considered during development of the biennial financial plan. ~~Requests~~ Staff requests for projects outside of the financial plan development process will be considered only if they are intended to address an emergency need. Staff may create new projects as directed by the City Council at any point.

H. **CIP Phases.** The CIP will emphasize project planning, with projects progressing through at least two and up to ten of the following phases:

1. **Designate.** Appropriates funds based on projects designated for funding by the Council through adoption of the Financial Plan.
2. **Study.** Concept, site selection, feasibility analysis, schematic design, environmental determination, property appraisals, scheduling, grant application, grant approval, specification preparation for equipment purchases.
3. **Environmental Review.** EIR preparation, other environmental studies.

4. **Real Property Acquisitions.** Property acquisition for projects, if necessary.

~~5. **Site Preparation.** Demolition, hazardous materials abatements, other pre-construction work.~~

~~6-5. **Design.** Final design, plan and specification preparation and construction cost estimation.~~

~~7-6. **Construction.** Construction contracts.~~

~~8-7. **Construction Management, and Special Inspections.** Contract project management and inspection, soils and material tests, other support services during construction.~~

~~9-8. **Equipment Acquisitions.** —Vehicles, heavy machinery, computers, office furnishings, other equipment items acquired and installed independently from construction contracts.~~

~~10-9. **Debt Service.** —Installment payments of principal and interest for completed projects funded through debt financings. Expenditures for this project phase are included in the Debt Service section of the Financial Plan. Generally, it will become more difficult for a project to move from one phase to the next. As such, more projects will be studied than will be designed, and more projects will be designed than will be constructed or purchased during the term of the CIP.~~

~~I. **CIP Appropriation.** —The City’s annual CIP appropriation for study, design, acquisition and/or construction is based on the projects designated by the Council through adoption of the Financial Plan. Adoption Upon adoption of the Financial Plan CIP appropriation does not automatically authorize funding for specific project phases. This authorization generally occurs only after, the preceding project phase has been completed and Capital Improvement Program (CIP) is concurrently approved by the Council and costs for the succeeding phases have been fully developed.~~

~~I. Accordingly, project, authorizing appropriations for projects with allocated funding in the designated fiscal year. Appropriations are generally made when contracts processed at the start of the fiscal year, ensuring that funds are awarded. available in the project account within the City’s financial management system.~~

If project costs at the time of bid award are less than the budgeted amount, the balance will be ~~unappropriated and returned~~ reappropriated to fund balance ~~the CIP reserve,~~ or be allocated to another project. If project costs at the time of bid award are greater than budget amounts, five basic options are available:

1. Eliminate the project.
2. Defer the project for consideration to the next Financial Plan period.
3. Rescope or change the phasing of the project to meet the existing budget.
4. Transfer funding from another specified, lower priority project.
5. Appropriate additional resources as necessary from fund balance.

~~J. **Cost of CIP Program Management and Project Delivery.** —The Capital budget shall reflect the projected cost of staff time within the Public Works Department spent on management of the CIP and delivery of projects budgeted in the Capital budget.~~

~~6. CIP Budget Carryover. Appropriate funding from the Capital Reserve.~~

K.J. CIP Project Lapse. Appropriations for CIP projects lapse three years after budget adoption. Projects which lapse from lack of project account appropriations may be resubmitted for inclusion in a subsequent CIP. Project accounts, which have been appropriated, will not lapse until completion of the project phase.

L.K. CIP Reporting. Staff shall publish reports on the progress of delivering the Capital Improvement Plan at least quarterly, as part of Quarterly Budget Reports provided to the City Council. These reports shall include a summary of project budgets, a status update on projects in progress, and a listing of projects completed within the quarter.

M.L. Public Art. CIP projects will be evaluated during the budget process and prior to each phase for conformance with the City's public art policy, which generally requires that 1% of eligible project construction costs be set aside for public art. Excluded from this requirement are underground projects, utility infrastructure projects, funding from outside agencies, and costs other than construction such as study, environmental review, design, site preparation, land acquisition and equipment purchases. It is generally preferred that public art be incorporated directly into the project, but this is not practical or desirable for all projects; in this case, an in-lieu contribution to public art will be made. To ensure that funds are adequately budgeted for this purpose regardless of whether public art will be directly incorporated into the project, funds for public art will be identified separately in the CIP.

N.M. General Plan Consistency Review. The Planning Commission will review the Preliminary CIP for consistency with the General Plan and provide its findings to the Council prior to adoption.

O.N. Climate Action Plan Implementation. Council adopted Resolution No. 11159 (2020 Series) establishes a goal of community-wide carbon neutrality by 2035 and municipal operations carbon neutrality by 2030. The City's Capital Improvement Program is a critical implementation tool, and every CIP will be evaluated for alignment with these climate goals. Examples of ways projects or project components can align with these goals include (but are not limited to):

1. Elimination or reduction of vehicle miles traveled (e.g., active transportation and transit improvements),
2. Elimination or reduction of fossil fueled appliances, vehicles, and equipment,
3. Reduced energy consumption (e.g., efficient mechanical equipment, efficient lighting, etc.)
4. Carbon storage through tree planting or landscape management, and
5. Solid waste/ green waste diversion

P.O. Diversity, Equity and Inclusion. In 2020 the City Council declared diversity, equity, and inclusion (DEI) as integral aspects of their City Mission and Meta Goal, ensuring that through policies, programs, and projects, San Luis Obispo will foster a community that is welcoming, equitable, safe and inclusive for all. —The City's Capital Improvement Program is a critical component of achieving these goals by ensuring that capital projects are designed to be accessible, inclusive, and safe for diverse populations. Capital Improvement Projects can advance diversity, equity, through project design and accessibility, diverse representation in art

components of projects, ensuring there are programs to subsize costs for low-income communities to access the project, providing opportunities to diverse populations and stakeholders for community input, including DEI as a priority in RFPs or project scope, and ensuring the project does not disproportionately burden one community over another.

Section 10. CAPITAL FINANCING AND DEBT MANAGEMENT

[Link to the City's Capital Financing & Debt Management Policy](#)

POLICY STATEMENT

The City of San Luis Obispo (City) will maintain, at all times, debt management policies that are fiscally prudent, consistent with State and Federal law, and reflective of the most opportune financing strategies to deliver on the needs and goals of the community and the City organization. The Debt Management Policy establishes objectives, parameters, and guidelines for responsibly issuing and administering the City's debt. Prudent management of the City's debt program is necessary to achieve cost-effective access to the capital markets and demonstrate a commitment to long-term financial planning and sustainability.

DEBT MANAGEMENT OBJECTIVES

The policy sets forth key objectives for the City in issuing and administering the City's debt, which are to:

- Maintain the City's sound financial position.
- Minimize debt service and issuance cost.
- Maintain access to cost-effective borrowing.
- Achieve and maintain highest reasonable credit rating.
- Ensure full and timely repayment of debt.
- Maintain full and complete financial disclosure and reporting including voluntary disclosures.
- Ensure compliance with State and Federal laws and regulations.

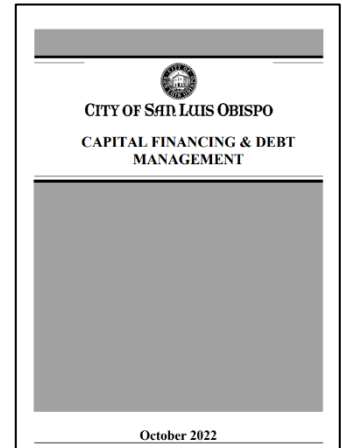
SCOPE

This policy establishes the framework for when the City of San Luis Obispo should consider issuing debt and the overall acceptable debt burden. Long-term debt is an effective way to finance capital improvements by matching the term of the debt with the useful life of the asset being financed. Properly managed debt provides flexibility in current and future operating budgets and provides the City with the long-term assets required to deliver services, programs, and public infrastructure to the community. The City recognizes that effective debt management practices require a comprehensive Debt Management Policy that details the use of capital debt to support the capital infrastructure in the community while maintaining a stable and prudent fiscal outlook.

DEBT CAPACITY

1. General Purpose Debt Capacity. The City will carefully monitor its levels of general purpose debt. Because the City's general-purpose debt capacity is limited, it is important that the City only use general purpose debt financing for high-priority projects when it cannot reasonably use other financing methods for two key reasons:

- a. Funds borrowed for a project today are not available to fund other projects tomorrow.
- a.b. Funds committed for debt repayment today are not available to fund operations in the future.



In evaluating debt capacity, general-purpose annual debt service payments should generally not exceed 10% of General Fund revenues; and in no case should they exceed 15%. Further, direct debt will not exceed 2% of assessed valuation; and no more than 60% of capital improvement outlays will be funded from long-term financings.

2. Enterprise Fund Debt Capacity. The City will set enterprise fund rates at levels needed to fully cover debt service requirements as well as operations, maintenance, administration and capital improvement costs. The ability to afford new debt for enterprise operations will be evaluated as an integral part of the City's rate review and setting process.

Section 11. HUMAN RESOURCE MANAGEMENT —

A. Regular Staffing

1. The budget will fully appropriate the resources needed for authorized regular staffing ~~and will limit programs to the regular staffing authorized.~~
2. Regular employees will be the core work force and the preferred means of staffing ongoing, year-round program activities that should be performed by regular full- or part-time City employees rather than limited-term employees or independent contractors.- The City will strive to provide competitive compensation and benefit schedules for its authorized regular work force. -Each regular employee will:
 - a. Fill an authorized regular position.
 - b. Be assigned to an appropriate bargaining unit, unless designated as an unrepresented management or confidential classification.
 - c. Receive salary and benefits consistent with labor agreements or other compensation plans.
3. To manage the growth of the regular work force and overall staffing costs, the City will follow these procedures:
 - a. The Council will authorize ~~and approve funding to increase headcount for~~ regular full time equivalent positions.
 - b. The Human Resources Department will coordinate and approve the hiring of all regular and supplemental temporary staff.
 - c. All requests for additional regular positions will include evaluations of:
 - The necessity, term, and expected results of the proposed activity.
 - Staffing and materials costs including salary, benefits, equipment, uniforms, vehicles, clerical support, and facilities.
 - The ability and cost of private industry to provide the proposed service.
 - Additional revenues or cost savings, which may be realized.
4. Periodically, and before any request for additional regular positions, programs will be evaluated to determine if they can be accomplished with fewer regular employees. -(See Productivity Review Policy)
5. ~~Staffing and contract service cost ceilings will limit total~~Total expenditures for regular ~~employees, supplemental, temporary, and contract~~ staff, ~~and independent contractors~~ hired to provide operating and maintenance services- will be limited to approved budgets for regular, temporary, and contract salaries and benefits.

B. ~~Supplemental~~Temporary Staff

1. The hiring of ~~supplemental~~temporary staff will not be used as an incremental method for expanding the City's regular work force.
 2. ~~Supplemental~~Temporary staff include all employees other than regular employees, elected officials, and volunteers. ~~Supplemental~~Temporary staff include seasonal or occasional employees, employees with irregular schedules, limited benefit employees, ~~temporary employees, limited-term~~ contract employees, CalPERS retired annuitants, and leased employees. ~~Supplemental~~Temporary staff may work on a full-time or part-time basis and will generally augment regular City staffing. ~~Supplemental~~Temporary staff may be used as extra-help during peak workloads, ~~as~~ coverage during extended absences of regular employees, seasonal workforce, ~~as~~ a means to assess ongoing staffing needs, or as the staffing method for program delivery that is most effectively staffed using part-time hours to ensure adequate coverage. –
 3. The City Manager and Department Heads will encourage the use of ~~supplemental~~temporary staff rather than regular employees to meet peak workload requirements, fill interim vacancies, and accomplish tasks where less than full-time, year-round staffing is required.
-
4. Under this guideline, ~~supplemental~~temporary staff hours will generally not exceed ~~50% of a regular, full-time position (1,000 hours annually), or about 50% of a fulltime position.~~ There may be limited circumstances where the use of ~~supplemental~~temporary staff on an ongoing basis in excess of this target may be appropriate due to unique programming or staffing requirements. However, any such exceptions must be approved by the City Manager based on the review and recommendation of the Directors of Finance and Human Resources ~~Director.~~
-
1. ~~Contract~~Limited-term contract employees are defined as ~~supplemental~~temporary staff, eligible for defined benefits, with written employment contracts that have a defined end-date and are approved by the Director of Human Resources ~~Director~~ and City Attorney ~~who may receive approved benefits.~~ Contract. Limited-term contract employees will generally be used for medium-term (generally between six months and two years) projects, programs, or activities requiring specialized or augmented levels of staffing for a specific period.
 5. Leased of time. The services of limited-term contract employees will be discontinued upon completion of the assigned project, program, or activity. Accordingly, limited-term contract employees will not be used for services that are anticipated to be delivered on an ongoing basis and as such, a determination as to the expected need will be made at the end of each contract term and prior to extending or renewing a contract.
 - 5-6. Temporary Agency Employees are employed during short-term, peak workload assignments to be accomplished using personnel contracted through an outside employment agency (OEA). In this situation, it is anticipated that City staff will closely monitor the work of leased employees and minimal training will be required. However, they will always be considered the employees of the OEA and not the City. All placements through an OEA will be coordinated through the Human Resources Department and subject to the approval of the Director of Human Resources ~~Director.~~

~~The services of contract employees will be discontinued upon completion of the assigned project, program or activity. Accordingly, contract employees will not be used for services that are~~

~~anticipated to be delivered on an ongoing basis and as such, a determination as to the expected need will be made at the end of each contract term and prior to extending or renewing a contract.~~

C. Overtime Management

1. Overtime should be used only when necessary and when other alternatives are not feasible or cost effective.
2. All overtime must be pre-authorized by a department head or delegate unless it is assumed ~~pre-approved~~ preapproved by its nature. ~~For example, (e.g.,~~ overtime that results when an employee is assigned to standby and/or must respond to an emergency or complete an emergency response~~).~~
3. Departmental operating budgets should reflect anticipated annual overtime costs and departments will regularly monitor overtime use and expenditures.
4. When considering the addition of regular or temporary staffing, the use of overtime as an alternative will be considered. The department will take into account:
 - a. The duration that additional staff resources may be needed.
 - b. The cost of overtime versus the cost of additional staff.
 - c. The skills and abilities of current staff.
 - d. Training costs associated with hiring additional staff.
 - e. The impact of overtime on existing staff.

D. Independent Contractors

Independent contractors are not City employees. ~~They~~ Independent contractors are used in construction of public works projects and delivery of operating, maintenance, or specialized professional services not routinely performed by City employees. Such services will be provided without close supervision by City staff, and the required methods, skills, and equipment will generally be determined and provided by the independent contractor. Contract awards will be guided by the City's purchasing policies and procedures. (See Contracting for Services Policy)

Section 12. CONTRACTING FOR SERVICES

A. General Policy Guidelines

1. Contracting with the private sector for the delivery of services provides the City with a significant opportunity for cost containment and productivity enhancements. As such, the City is committed to using private sector resources in delivering municipal services as a key element in our continuing efforts to provide cost-effective programs.
2. Private sector contracting approaches under this policy include construction projects, professional services, outside employment agencies, and ongoing operating and maintenance services.
3. In evaluating the costs of private sector contracts compared with in-house performance of the service, indirect, direct, and contract administration costs of the City will be identified and considered.
4. Whenever private sector providers are available and can meet established service levels, they will be ~~seriously~~ considered as viable service delivery alternatives using the evaluation criteria outlined below.
5. For programs, services, and activities currently provided by City employees, conversions to contract services will generally be made through attrition, reassignment or absorption by the contractor, after fulfilling required meet and confer obligations.

B. Evaluation Criteria

Within the general policy guidelines stated above, the cost-effectiveness of contract services in meeting established service levels will be determined on a case-by-case basis using the following criteria:

1. Is a sufficient private sector market available to competitively deliver this service and assure a reasonable range of alternative service providers?
2. Can the contract be effectively and efficiently administered?
3. What are the consequences if the contractor fails to perform, and can the contract reasonably be written to compensate the City for any such damages?
4. Can a private sector contractor better respond to expansions, contractions or special requirements of the service?
5. Can the work scope be sufficiently defined to ensure that competing proposals can be fairly and fully evaluated, as well as the contractor's performance after bid award?
6. Does the use of contract services provide us with an opportunity to redefine service levels?
7. Will the contract limit our ability to deliver emergency or other high priority services?

8. Overall, can the City successfully delegate the performance of the service but still retain accountability and responsibility for its delivery?

Section 13: ~~Productivity~~PRODUCTIVITY

Ensuring the “delivery of service with value for cost” is one of the key concepts embodied in the City's Mission Statement (San Luis Obispo Style— Quality With Vision). To this end, the City will constantly monitor and review our methods of operation to ensure that services continue to be delivered in the most cost-effective manner possible.

This review process encompasses a wide range of productivity issues, including:

- A. Analyzing systems and procedures to identify and remove unnecessary review requirements.
- B. Evaluating the ability of new technologies and related capital investments to improve productivity.
- C. Developing the skills and abilities of all City employees.
- D. Developing and implementing appropriate methods of recognizing and rewarding exceptional employee performance.
- E. Evaluating the ability of the private sector to perform the same level of service at a lower cost.
- F. Periodic formal reviews of operations on a systematic, ongoing basis.
- G. Maintaining a decentralized approach in managing the City's support service functions. Although some level of centralization is necessary for review and control purposes, decentralization supports productivity by:
 - 1. Encouraging accountability by delegating responsibility to the lowest possible level.
 - 2. Stimulating creativity, innovation and individual initiative.
 - 3. Reducing the administrative costs of operation by eliminating unnecessary review procedures.
 - 4. Improving the organization's ability to respond to changing needs and identify and implement cost-saving programs.
 - 5. Assigning responsibility for effective operations and citizen responsiveness to the department.
- H. Maintaining City purchasing policies and procedures that are as efficient and effective as possible.

Budget Balancing Strategies

The City's Fiscal Policies guide staff in the management of the City's finances and provide a foundation for budget balancing strategies to ensure the long-term financial sustainability of City operations, regardless of financial condition. In July 2014, the City Council adopted the Fiscal Responsibility Philosophy to ensure a focus on the long-term health of the organization. The components of the Philosophy provide clear guidance for ensuring fiscal responsibility, and the Budget Balancing Strategies serve to operationalize that guidance. These budget balancing strategies are subject to at least bi-annual review and are approved by the City Council with adoption of the two-year Financial Plan every other June.

Consistent with adopted fiscal policies, staff provides quarterly budget updates to the City Council which provides the opportunity to identify budgetary issues and implement corrective measures if needed. These strategies guide both development and management of the budget, both in times of budgetary growth and contraction. One of the overarching objectives of the City's Budget Balancing Strategies is to strike a balance between ensuring fiscal sustainability and continuing to provide programs and services to the community.

This section provides an overview of the City's Budget Balancing Strategies and is divided into two parts outlining the City's preferred strategies and approaches in times of (1) budgetary contraction and (2) budgetary growth.

In Times of Financial Difficulty

When faced with financial difficulty, the City should identify budget balancing strategies that address both short and long-term budget gaps, while also minimizing the impact of budget reductions to the community and employees. It also becomes increasingly important to focus on employee retention as the cost of turnover can outweigh savings produced by vacancies. Focusing on creative and cost neutral or low-cost options to keep turnover at sustainable levels is crucial for maintaining and delivering core services to the public during challenging times.

Depending on the level or type of financial difficulty being experienced, short and long-term budget balancing strategies may be needed over multiple years. An important consideration in developing and implementing budget balancing strategies is identifying the timeframe for fixing the problem and bringing about structural balance. Utilizing reserves and other short-term budget balancing solutions can soften the impact of reductions to programs and services. However, it is imperative that these short-term solutions be used judiciously to maintain the City's overall fiscal health. Relying too heavily on short-term solutions can delay implementation of strategies to address budget deficits and may increase deficits in the long-term.

Following is an outline of the City's preferred budget balancing strategies and approaches in times of financial difficulty:

Long term budget balancing strategies:

1. **Priority Driven-** Development of recommendations to balance the budget should be based upon consideration of legal mandates, community health and safety, basic service needs, Council's identified Major City Goals and other identified priorities. Proposed budget reductions should take into consideration funding requests for

programs that are discretionary and for programs that are mandated by state, federal, or local legal requirements and/or health and safety needs.

2. **All Departments Participate-** While departmental budgets vary significantly due to the services provided, identified priorities, expected levels of service, and departmental revenue sources (amongst many other variables), all departments should participate in the closing of a budget gap. More specifically, no department should be exempt from consideration of budget reductions.
3. **Long-Term Budget Reductions-** At the guidance of the City Manager, the Finance Department should require departments to incorporate a prioritized list of expenditure reductions into their annual budget submittals. Potential reductions submitted by departments should not impact the City's ability to meet legal mandates, and should reflect consideration of basic service needs, community expectations and the Council's identified Major City Goals. If reductions are necessary, targeted reduction amounts should be included as part of the detailed budget instructions provided to departments. If needed, reduction lists will generally be required during development of the two-year Financial Plan or Supplemental Budgets,
4. **Mid-Year Budget Reductions-** Mid-year reductions may be necessary in any given fiscal year depending upon general economic conditions, recently passed legislation, or unanticipated action by other levels of government at any particular point in time. The intent of the mid-year reductions is to help keep the current year budget in balance and to create additional unassigned fund balance at year-end for use as a funding source in the subsequent budget year.
5. **City Share of Cost-** Some City programs are funded wholly or in part by external funding sources including Federal allocations, grants, and user fees. These funding sources may not cover the entirety of program expenditures, requiring a contribution from the City. Staff should carefully monitor external funding sources over time to ensure that they keep pace with the cost of providing the related service to ensure that the City's share of cost does not increase over time. If external funding sources decrease or are eliminated, the associated expenditures should be considered for reduction or elimination as well. If staff believes that continuation of externally funded programs should continue despite a loss of funding, staff should inform the City Council of the loss of external funding sources and request appropriation of identified City dollars and funding sources to continue the program in full or in part.
6. **Engage Employees and Employee Associations-** Labor costs account for the majority of the City's operating budget. City staff and negotiators are obligated to meet and confer in good faith with employee associations to negotiate labor agreements that are fiscally sustainable and aligned with the Council adopted Compensation Philosophy and Labor Relations Objectives.
7. **Revenue Generation-** Addressing budget shortfalls requires an evaluation of both revenues and expenditures. While the City is limited in its ability to generate new

revenue, there is opportunity within existing City processes to ensure that the City is able to maximize existing revenues. In order to do this, the City should:

- Conduct fee studies at least every three years, consistent with Section 2 of the City's Fiscal Policies related to User Fee Cost Recovery Goals to ensure that the cost of services that provide an individual benefit are offset by fees for those services. As a part of the regular fee studies, Council should also consider policies around fee cost recovery and make adjustments if needed.
- Focus on enforcement of requirements in the City's Municipal Code to ensure that the City is recovering its costs for providing services. It should be noted that proactive enforcement of Municipal Code requirements requires a considerable investment of staff time which may limit the City's ability to make significant progress in this area.
- Revisit existing agreements with outside agencies to ensure that the City is maximizing recovery of costs for specific services provided through those agreements.
- Explore opportunities to increase rates for specific taxes, where the tax rate being charged is under the maximum authorized by the City Council.

The City should carefully consider the impact on the community when taking any action to increase revenue, as general economic conditions impacting the City's budget also impact members of the community.

8. **Revisit Capital/Operating Split of Local Revenue Measure Expenditures.** In November 2020, City voters passed a Local Revenue Measure (LRM), authorizing a 1.5% local sales tax to protect and maintain services and public infrastructure. The sales tax that the City collects due to the LRM funds both capital and operating expenses. Historically, the City has allocated 75% of LRM revenues to capital costs and 25% to operating costs. Staff should revisit the capital/operating split to ensure that the City is able to use LRM dollars to fund priority needs and minimize operating budget reductions to the greatest extent possible.

Short-term solutions that do not address a long-term structural budget gap:

1. **Hiring "Chill"**- The purpose of a hiring "chill" is two-fold: to contain costs in the current year by slowing the recruitment of vacant positions or holding certain positions vacant so that additional unassigned fund balance is available for the subsequent budget year and to allow for attrition with respect to the reduction of positions (i.e. reduce or eliminate the need for layoffs). The decision about which positions to hold vacant or slow recruitments for should also be based upon priority and need, which a focus on minimizing impacts to the community to the extent possible. Attrition is a helpful tactic but should not be the driving strategy in reducing costs.
2. **Defer capital improvement and information technology projects that rely on the General Fund**- This option saves money in the near-term but if these types of projects are continuously deferred, City facilities and systems may deteriorate and the cost of repairs may increase over time.

3. **Minimize building and information technology maintenance expenditures-** Similar to deferring capital improvement and automation projects that require General Fund, this option saves General Fund in the near-term. However, over time, if maintenance is deferred, City facilities and automation may deteriorate, leading to higher repair costs.
4. **Early Retirement-** Early retirement programs may be offered on a case-by-case basis. The intent of an early retirement program is to reduce the number of potential layoffs by enticing individuals who are considering retirement to retire sooner rather than later in order to create attrition opportunities. Depending upon the specifics, an early retirement program may or may not provide cost savings. In instances where the program does not provide a cost savings (or is cost neutral), the sole benefit would be to reduce layoffs.
5. **Use of One-Time Reserves-** The City has set aside money in reserves, some of which is not designated for a specific purpose. This money is budgeted every year and has historically been used to help pay for unexpected costs or to help fund one-time projects. Some of these reserves are available to help address a budget gap. However, since reserves are one-time in nature, the use of reserves to fund ongoing operational expenditures should be limited and not considered to be a long-term operational funding source.

Other unlikely strategies:

1. **Furloughs-** This approach has not historically been used by the City because it is challenging to implement without significant impacts to services provided to the community.
2. **Eliminate Training-** Maintaining a skilled workforce is important for every organization, especially one as labor intensive as the City. This approach should not be included in the budget balancing strategies because in times of budget reductions, additional demands are placed upon employees and, during these times, it will be more important than ever to maintain and enhance the performance of the workforce in order to successfully manage an increased workload. While training plans and expenditures may be cut back in times of financial difficulty, they should not be eliminated.

In Times of Financial Recovery and Growth

The goal of the recovery process is to assure that the City remains adaptable to changing conditions. To ensure long-term fiscal stability, the City must prioritize funding existing financial and operating deficits over the addition of new programs and projects.

In times of financial recovery and growth, the City aims to strike a balance in the following areas:

- Financial security
- Programs and services
- Employee compensation and workforce investment

Following is an outline of the City's approach:

Financial Security

In times when the City has funds available to support expansion of the budget, there should be a balance between the restoration of programs and services and the funding of the reserves, contingencies and designations that have been reduced to balance the budget in prior years. The City aims to maintain healthy reserves and low debt levels in order to allow for future organizational stability and continuity of services. Consideration of financial security includes a review of the following:

- **Ratio of reserves to the City's General Fund operating budget-** The City's goal is to maintain a prudent level of savings that allows the City to plan for future needs and "weather" economic downturns. The industry standard target is to have a 20% reserve as a percent of the operating budget.
- **Debt Ratios-** The City's Debt Management policy is to generally keep the ratio of general fund debt service costs below 10% of General Fund revenue and never exceed 15%. A ratio under 5% is considered to be favorable by credit rating agencies.
- **Asset Maintenance and Replacement:** These costs are often first to be cut in hard times and, if left unfunded, will create significant liabilities. The City should ensure deferred maintenance is prioritized by setting aside funding for asset replacement as funds become available.

Programs and Services

Development and delivery of new programs and services or modification to existing programs and services provided to the community are based on an evaluation of need thorough an annual process that invites submittal of Significant Operating Budget Changes (SOBC's) by Department Heads to the City Manager. The SOBC provides the City Manager with a written proposal for adding resources to a department's budget. The written proposal must include:

- A summary of the current situation and need that the SOBC will address and any relevant background to support the request.
- A description of how the requested resources will address the identified need.
- Identification of intended results in terms of efficiency, quality of service, outcomes, and key performance indicators.
- A description of how additional resources will address a high priority City service need or Major City Goal.
- An analysis of alternative solutions to address the identified problem.
- The expected timeline for implementing the request, including major milestones along the way.

SOBCs that are recommended by the City Manager are dependent upon Council priorities, existing service needs, the availability of funding, consistency with existing policies and

budget balancing strategies, and the anticipated results or outcomes that will be achieved by adding the resources.

Requests for new capital projects are evaluated bi-annually by the CIP Review Committee as part of the development of the two-year Financial Plan. Proposals for new projects require submittal of a Project Initiation Form which must include:

- Proposed project title.
- Project function (community and neighborhood livability, community safety, culture and recreation, environmental health and open space, fiscal health and governance, or infrastructure and transportation).
- Identification of project as being annual asset maintenance, asset replacement, a new asset or a non-asset project.
- Identification of project alignment with related City priorities (Local Revenue Measure, Major City Goal, adopted planning documents, or other important objective,).
- A description of the project purpose and need, including a detailed scope of work.
- Identification of project consistency with the Climate Action Plan or Diversity, Equity and Inclusion considerations.
- Information about project schedule and delivery, including planning or design phase services and any expected permit needs, advisory body reviews, or anticipated public outreach.
- Project cost estimates and identified funding sources. As a part of this, departments should also identify ongoing costs to maintain assets, including staffing and needs.

Employee Compensation and Workforce Investment

The City is committed to providing competitive compensation as part of an overall strategy to attract and retain highly qualified employees. City staff and negotiators work to develop and maintain positive employee relations while also ensuring that negotiated labor agreements are fiscally sustainable and acceptable to the community. The City Council-adopted Compensation Philosophy and Labor Relations Objectives establish the intent of and guide the City's approach to labor relations.

The City Council adopted a Compensation Philosophy in 2011 which indicates that the City should require the following in evaluating competitive compensation:

- Financial sustainability
- Community acceptability
- The relevant labor market
- Internal relationships
- Other relevant factors, including changes in economic condition, natural disasters, states of emergency, changes in City services, and changes in regulatory or legal requirements

The City Council also adopted the following Labor Relations Objectives in 2014, which were revised in 2018 to operationalize the Compensation Philosophy and guide labor negotiations with employee groups:

- Maintain fiscal responsibility by ensuring that fair and responsible employee compensation expenditures are supported by on-going revenues. (Theme – Fiscal Responsibility)
- Continue to make progress in the area of long-term systemic pension cost containment and reduction, including reversing the unfunded pension liability trend and other actions consistent with State law. (Theme – Cost Containment/Reduction)
- Continue to effectively manage escalating health benefit costs through balanced cost sharing and other means while maintaining comprehensive health care coverage for all eligible employees. (Theme – Cost Containment)
- As necessary to attract and retain well qualified employees at all levels of the organization, provide competitive compensation as articulated in the City's Compensation Philosophy, including relevant local, statewide or national labor markets. (Theme – Recruitment and Retention)
- Employee labor agreements will be negotiated in good faith, in a timely manner that avoids retroactivity provisions unless there is a compelling need. (Theme – Cost Containment)
- Contract provisions shall take into consideration the City's ability to effectively and efficiently implement and administer them using the City's financial and human resources systems to ensure accuracy and compliance with federal, state, and local laws. (Theme – Best Practices and Compliance)

The City recognizes that improvements to and success of programs and services for the community is dependent upon recruiting and maintaining a talented and skilled workforce.



Budget Foundation – Financial Plan Organization

2025-27 Financial Plan

Summary

The organization of the Financial Plan has been incrementally improved with past budget cycles and closely aligns with the Government Finance Officers Association (GFOA) best practices. The City has been recognized by GFOA's Distinguished Budget Presentation Award Program, reflecting the City's commitment to preparing a budget document of the very highest quality. For the 2025-27 Financial Plan, staff has identified several areas for improvement to the document to increase transparency and ease of understanding for readers.

The 2023-25 Financial Plan can be found [here](#).

Overarching Goal

The budget document serves many purposes. According to GFOA best practices, the document should be a Financial Plan, a Policy Document, an Operations Guide, and a Communications Device.

To serve all of these goals effectively, the budget document also needs to be concise and transparent. The changes staff is planning to make are all intended to improve the ability to communicate the important information contained in the document and improve the experience for the reader.

Department Summaries

Balancing the level of detail provided with the ease of finding information is challenging. For the 2025-27 Financial Plan, in line with the City's overarching goal of transparency and experience for the reader, staff plans to shift the emphasis on financial tables in department summaries from the more granular division (cost center) level to the department level.

The primary reason for this focus shift is that budgetary control has historically been implemented at the department level. Department heads have discretion on how to allocate resources between their various programs. Further, many departments collaborate across programs to deliver on their work products. As an illustrative example, the Finance Department's Budget Division has a headcount of one Full Time Employee, but others in the Finance Department contribute to budget activities. As a result, the division's expenditures do not necessarily reflect the Finance Department's true cost of preparing and administering the budget.

Specifically, staff plans to prioritize financial tables and summaries at the department level so that the reader is not forced to add up multiple program level tables on their own. In addition to financial summaries at the department level, staff also plans to include tables to identify costs at the division (cost center) level in order to provide two views of departmental budgets. The below tables illustrate how this information will be presented in the Financial Plan:

Expense Categories

Expenditures can be identified in many ways. For accounting purposes, they are identified by a General Ledger Account Number, which is an unique numeric code with a specific meaning. These account numbers can also be grouped into broader categories. For example, the accounts for salaries, healthcare, and retirement contributions are condensed into a category called “Staffing.” Budgets are still prepared at the more granular account level for internal tracking and purposes, but financial tables in budget documents report at the category level to enhance readability and align with budgetary controls. Staff plans to examine the categories currently used to determine how to consistently display financial information across all departments in a manner that clearly identifies budgetary trends for similar types of expenditures.

Fund Balance Reporting

Previous budgets have reported revenues separately from expenditures. As a largely tax funded organization, the City’s revenues generally cannot be linked directly to expenditures. In addition to being reported separately, revenues and expenditures historically have not equaled one another. The difference between revenues and expenditures has always been equal to the addition to or use of fund balance. For the 2025-27 Financial Plan, staff plans to present consolidated financial tables that include use of, or contribution to, fund balance and clearly demonstrate to the reader that the recommended and adopted budgets are in balance.

City Council Guidance

In addition to the changes noted above, staff welcomes input and guidance from the City Council on other desired updates to the format of the 2025-27 Financial Plan document.



Budget Foundation: Long-term Economic Forecast

2025-27 Financial Plan

Recent years have seen tremendous change and uncertainty in macroeconomic conditions. The pandemic caused a recession and introduced profound change in the lives of people locally and worldwide. Few predicted the economic expansion that would follow. Many economists thought that inflation would be transitory, before shifting to a consensus that recession was imminent. This experience shows that while the economy can have a significant impact on the City's financial performance, it is very difficult to predict.

Economic analysis and projections are available from a number of reputable sources and are compiled and made available to Council and the public through the Financial Planning process. Links to these materials can be found below:

General Economic Outlook:

Federal Reserve Summary of Economic Projections

- <https://www.slocity.org/home/showpublisheddocument/36914/638702921327023469>

Central Coast Economic Forecast – Beacon Economics

- Dr. Chris Thornberg:
<https://www.slocity.org/home/showpublisheddocument/36899/638696971080670761>
- Dr. Kodaverdian:
<https://www.slocity.org/home/showpublisheddocument/36897/638696971068527986>

Statewide Sales Tax Trends:

HdL California Consensus Forecast

- <https://www.slocity.org/home/showpublisheddocument/36901/638696971089253554>

Other Statewide Economic Data:

California Legislative Office (LAO) Fiscal Outlook:

- <https://www.slocity.org/home/showpublisheddocument/36895/638696971057953639>

EDD California Labor Market Info

- <https://labormarketinfo.edd.ca.gov/>

California Department of Tax and Fee Administration Interactive Data Visualizations

- <https://www.cdtfa.ca.gov/dataportal/visual.htm>

While the links above provide useful information about macroeconomic conditions that could impact the City's budget, the City's General Fund Long-Term Forecast considers known factors (local conditions, existing City practices, and upcoming needs) to identify changes in the City's financial condition. The forecast supports long-term financial planning by enabling the organization to identify issues and put plans in place to mitigate against them.

The forecast is generally updated twice annually and was last updated in September 2024, following Council's adoption of new user fees on July 2, 2024. The current forecast was initially presented to Council on October 1, 2024, along with the FY 2023-24 Year End Budget Report to provide context for Council's review of the survey tool that was used to gather community input as part of the upcoming public engagement process for development of the 2025-27 Financial Plan.

At this time, staff has not made any updates to the forecast, but it is included in this report as a reminder of the overall financial condition of the General Fund as the City prepares for the Community Forum on January 23, 2025, Goal Setting Workshop on February 8, 2025, and development of the 2025-27 Financial Plan. As noted in staff's October 1, 2024 presentation, significant assumptions in this forecast include:

- Continued economic growth
- 3% cost of living adjustments
- Continuation of annual Additional Discretionary Payments (ADPS) to CalPERs

There continue to be a number of items that staff is tracking closely and staff expects that updates to the forecast will be made with more information is available on the following items:

- Revenue forecasts for major revenue streams, as provided by the City's consultants
- Upcoming labor negotiations
- Costs to support a growing population
- Emergency storm expenditure reimbursement

Additional information on each of these items can be found in the [October 1, 2024 report to Council](#).

General Fund Five-Year Forecast (In Thousands)		Financial Plan						
		(A) Actual 2022-23	(B) Budget 2023-24	(C) Budget 2024-25	(D) Projected 2025-26	(E) Projected 2026-27	(F) Projected 2027-28	(G) Projected 2028-29
Tax & Franchise Revenue								
1	Sales & Use Tax	\$ 52,927	\$ 53,391	\$ 56,384	\$ 57,903	\$ 59,640	\$ 61,370	\$ 63,211
2	Property Tax	22,216	22,864	23,446	24,323	25,052	25,679	26,192
3	Transient Occupancy Tax	11,037	10,704	10,586	10,798	11,014	11,234	11,459
4	Utility Users Tax	6,904	6,332	6,623	6,755	6,890	7,028	7,169
5	Franchise Fees	2,350	2,000	2,092	2,134	2,176	2,220	2,264
6	Business Tax Certificates	3,281	3,252	3,317	3,384	3,451	3,520	3,591
7	Cannabis Tax	1,128	1,100	1,100	1,400	1,428	1,457	1,486
8	Total Tax & Franchise Revenue	\$ 99,842	\$ 99,643	\$ 103,548	\$ 106,696	\$ 109,652	\$ 112,507	\$ 115,371
Fees for Service & Other Revenue								
9	Police Services	\$ 753	\$ 745	\$ 612	\$ 624	\$ 637	\$ 649	\$ 662
10	Fire Services	1,613	1,648	1,578	1,609	1,642	1,674	1,708
11	Development Review	6,527	6,276	6,585	6,717	6,851	6,988	7,128
12	Parks & Recreation	1,868	2,026	2,069	2,110	2,152	2,195	2,239
13	Business Licenses	523	459	468	477	487	497	507
14	Cannabis Licenses	147	171	233	237	242	247	252
15	Other Revenues	3,708	2,911	2,319	2,376	2,392	2,412	2,429
16	Subventions & Grants	1,429	1,006	682	440	441	442	442
17	<i>Additional User Fee Revenue</i>			500	1,000	1,000	1,000	1,000
18	<i>Storm Reimbursement - ESTIMATE</i>			8,732	-	-	-	-
19	Total Fees & Other Revenue	\$ 16,568	\$ 15,241	\$ 23,778	\$ 15,591	\$ 15,844	\$ 16,105	\$ 16,367
20	Total Revenue	\$ 116,410	\$ 114,884	\$ 127,326	\$ 122,287	\$ 125,496	\$ 128,612	\$ 131,738
Use of Funds								
21	Staffing	\$ 65,544	\$ 67,422	\$ 71,483	\$ 74,379	\$ 76,679	\$ 79,126	\$ 82,348
22	Contract Services	9,285	11,066	9,061	8,720	8,895	9,073	9,254
23	Other Operating Expenditures	9,471	11,097	10,193	10,499	10,709	10,923	11,142
24	Cost Allocation	(4,462)	(5,419)	(5,368)	(5,475)	(5,584)	(5,696)	(5,810)
25	<i>SOBC Recommendations</i>			485	218	224	231	238
26	<i>Fire Station 5 - ESTIMATE</i>				1,062	700	1,813	1,817
27	<i>Storm Expenditures - ESTIMATE</i>	3,646	5,354					
28	<i>Mid-Year One-time Budget Recommendations</i>		4,471	3,804				
29	Total Operating Expenditure	\$ 83,484	\$ 93,991	\$ 89,659	\$ 89,403	\$ 91,623	\$ 95,470	\$ 98,989
30	Debt Service	\$ 1,992	\$ 1,854	\$ 1,758	\$ 1,761	\$ 1,550	\$ 1,549	\$ 1,550
31	Capital	27,056	29,728	27,199	27,748	28,288	28,843	29,408
32	Transfers Out/(In)	2,085	1,490	1,086	1,486	1,844	2,251	2,352
33	Total Expenditure	\$ 114,618	\$ 127,062	\$ 119,702	\$ 120,397	\$ 123,305	\$ 128,113	\$ 132,300
34	Revenue Over/(Under) Expenses	\$ 1,792	\$ (12,178)	\$ 7,624	\$ 1,890	\$ 2,192	\$ 500	\$ (562)
35	Beginning Fund Balance	\$ 40,746	\$ 40,538	\$ 26,360	\$ 31,984	\$ 31,873	\$ 32,065	\$ 30,565
36	CalPERS ADP	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
37	Ending Fund Balance	\$ 40,538	\$ 26,360	\$ 31,984	\$ 31,873	\$ 32,065	\$ 30,565	\$ 28,003
38	General Fund Reserve	13,727	10,826	14,587	15,046	15,354	15,974	16,367
39	Revenue Stabilization Reserve	2,000	2,000	2,000	2,000	2,000	2,000	2,000
40	115 Pension Trust Fund	2,000	2,000	2,000	2,000	2,000	2,000	2,000
41	Committed or Restricted	14,536	11,534	11,000	10,500	10,500	10,500	10,500
42	Undesignated Fund Balance	\$ 8,275	\$ 0	\$ 2,397	\$ 2,327	\$ 2,211	\$ 91	\$ (2,864)
43	<i>Reserve funded level (Policy=20%)</i>	20%	14%	20%	20%	20%	20%	20%



Budget Foundation – Increase to Additional Discretionary Payment Amount to Address Unfunded Pension Liabilities

2025-27 Financial Plan

Summary

The City of San Luis Obispo, like many other California municipalities, is a participant in the California Public Employees' Retirement System (CalPERS) pension system, which provides retirement benefits to City employees. The City identified addressing unfunded pension liabilities as a priority with the Fiscal Year 2018-19 Supplemental Budget and the Fiscal Health Response Plan recommended Additional Discretionary Payments (ADPs) to reduce the City's unfunded liability. The most recent actuarial evaluation (presented in May 2023) showed that the City's unfunded pension liabilities have continued to grow due to various factors, especially the volatility of investment returns and changing actuarial assumptions.

To address this issue and reduce the long-term financial burden on the City, staff recommends increasing the annual ADP to CalPERS. These payments, if approved, would be in addition to the required contributions to the pension system and would be specifically aimed at reducing the City's unfunded liability more quickly than required.

Last Actuarial Review

In 2023, the City engaged Foster & Foster, an independent national actuarial consulting firm, to perform a review of the City's progress in paying down unfunded pension liabilities. That analysis attributed the City's unfunded liabilities to recent investment losses, CalPERS policies designed to smooth contribution rates, enhanced benefits contained in legacy City pension plans, and a growing share of retired members relative to active members.

Foster & Foster's report showed that the City's largest plan, Miscellaneous, should reach 80% funded status by 2034 and 100% funded by 2044. Despite market volatility since the report was issued, staff believe the recommendations in that report are still valid and that continued ADPs are both necessary and sufficient to reduce the City's unfunded liabilities.

The report from Foster & Foster can be found at the link below:

<https://opengov.slocity.org/WebLink/DocView.aspx?id=176986&dbid=0&repo=CityClerk>

Funded Status

The City's funded status with CalPERS is determined based on the market value of assets relative to the funding target produced by the entry age actuarial cost method and actuarial assumptions adopted by CalPERS. The actuarial cost method allocates the total expected cost of a member's projected benefit to individual years of service. The value of the projected benefit that is not allocated to future service is referred to as the accrued liability and is the plan's funding target on the valuation date. The unfunded liability equals the funding target minus the assets. The unfunded liability is an absolute measure of funded status and can be viewed as employer debt. The funded ratio equals the assets divided by the funding target. The funded ratio is a relative measure of the funded status and allows for comparisons between plans of different sizes.

The table below includes the metrics described above for each of the City's pension plans:

Plan	Assets	Accrued Liability	Unfunded Liability	Funded Ratio
Miscellaneous	\$ 176,888,182	\$ 280,827,234	\$ 103,939,052	63.0%
PEPRA Safety Fire	1,107,320	1,228,175	120,855	90.2%
PEPRA Safety Police	6,335,275	7,125,194	789,919	88.9%
Safety	148,020,550	236,750,071	88,729,521	62.5%
Safety Fire 2nd Tier	4,482,657	5,808,518	1,325,861	77.2%
Safety Police 2nd Tier	2,675,761	3,142,868	467,107	85.1%
Total	\$ 339,509,745	\$ 534,882,060	\$ 195,372,315	63.5%

In addition to the Public Employees' Pension Reform Act (PEPRA) Safety plans, 70% of active members on the Miscellaneous plan, which includes all non-safety employees, will receive benefits limited by PEPRA. These limitations include reduced benefit formulas, increased retirement ages, a cap on pensionable compensation, potentially higher employee contribution rates, and more. All but one City bargaining group also make additional employee contributions to offset City costs. These reductions in benefits were intended to improve funded ratios throughout the CalPERS system, but it may take many years to see improvements to the City's unfunded liabilities as a result of PEPRA alone.

Investment Returns

CalPERS is one of the largest institutional investors in the world and manages a total portfolio of over \$500 billion on behalf of its members. CalPERS invests these funds to maximize returns without taking on excessive risk to ensure that funds are available when needed to make required payments to retirees.

The portfolio is constructed to meet its target returns, which are also used as the discount rate in actuarial models. As shown in the table below, actual investment returns vary dramatically from year to year and have underperformed the target rate in four of the last six years.

	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
Net Investment Return	6.7%	4.7%	21.3%	-6.1%	5.8%	9.3%
Target	7.0%	7.0%	6.8%	6.8%	6.8%	6.8%
Variance	-0.3%	-2.3%	14.5%	-12.9%	-1.0%	2.5%

Inflation with Staffing Costs

Since adoption of the Fiscal Health Response Plan with the FY 2018-19 budget, total wages citywide have increased significantly due to headcount increases and cost of living adjustments in an inflationary era. The table below details the recommended ADP increase in line with wage growth from FY 2018-19 to FY 2023-24.

ADP	Current	Recommended	% increase
General Fund	\$ 2,000,000	\$ 2,660,859	33%
Water Fund	164,840	245,418	49%
Sewer Fund	169,419	250,875	48%
Parking Fund	61,003	97,543	60%
Transit Fund	12,555	15,973	27%
Whale Rock	21,417	27,324	28%
TBID	7,976	10,879	36%
Total	\$ 2,437,210	\$ 3,308,870	36%

City Council Guidance

Staff is seeking guidance from Council on a recommended increase to the annual ADP amount. For the current year, staff recommends that Council direct staff to recommend allocation of FY 2023-24 unassigned fund balance to increase the ADP with the FY 2024-25 Second Quarter Budget Report.



Long-Range Capital Improvement Plan

2025-27 Financial Plan

The development of the Capital Improvement Plan (CIP) for the 2025-27 Financial Plan is in its early stages. The CIP serves as a critical roadmap for addressing the City's immediate and long-term infrastructure needs. This financial plan builds on lessons learned from past cycles and introduces significant process improvements to enhance clarity, transparency, and accountability in project prioritization and funding allocation.

For 2025-27 Financial Plan, the approach focuses on aligning resources with realistic project delivery timelines, ensuring fiscal responsibility, and maintaining the City's existing assets. This foundation is vital as the City navigates evolving challenges and opportunities in managing infrastructure investments.

Rationale for CIP Development

The development of the CIP for this financial plan centers on ensuring that project funding is aligned with available staffing resources. A primary goal is to establish a CIP that can realistically be delivered within the constraints of existing resources while avoiding overextension. This deliberate alignment fosters more effective project management and improves the City's ability to meet deadlines and budgetary targets.

One of the key challenges addressed in this financial plan is the transition from a two-year constrained and three-year unconstrained model to a fully constrained 10-year CIP. With the 2023-25 Financial Plan, only the first two years of the CIP were constrained, while outyears were left unconstrained. For example, during the current financial planning process for 2025-27, year one of the CIP began with a projected \$12 million deficit—even before considering new departmental requests. This approach was used with 2023-25 Financial Plan, as Capital Project needs were dynamic due to address economic recovery needs from the pandemic and the need to fund and complete infrastructure repair projects due to the 2023/2024 winter storms. Regardless, this issue underscored the need for a more structured and long-term approach to capital project budgeting.

By including all 10 years of projects within the constrained CIP, departments gain better visibility into the long-term planning horizon. This approach ensures that larger planned projects, such as those tied to specific plans, are reflected in the outyears. It also allows for improved budgeting and resource allocation, setting realistic expectations for project delivery timelines. This shift represents a significant improvement in how the City plans for and manages its infrastructure investments.

Balancing Short-Term and Long-Term Needs

The CIP must strike a balance between addressing short-term priorities and planning for long-term infrastructure needs. The 2025-27 Financial Plan will place an emphasis on:

1. Maintaining Existing Assets and Supporting Critical Needs:

A substantial portion of the CIP budget is allocated to maintain existing infrastructure. The table below details ongoing maintenance accounts and the ideal funding requested in the 2025-27 Financial Plan to support those needs. These capital projects include existing commitments such as traffic management, roadway paving, building maintenance, parks repairs, utility maintenance, the CIP reserve, IT replacements, fleet replacements, and more.

Annual Maintenance and Reoccurring CIP Needs			
Asset	Ideal Annual Funding	Description	Example Projects
Traffic Management	\$ 500,000	Maintenance and upgrades of traffic signals, signs, striping.	Replace traffic signals that have been damaged, ADA upgrades to crosswalks, replacement of street signs
Roadway Paving	\$ 7,000,000	Annual roadway paving project which is partially funded through SB1 Grants.	Every-other year a repaving or slurry sealing project throughout the City.
Parking Lot Maintenance	\$ 760,000	Maintenance of city-owned parking lots.	Resurfacing, signage, striping, lighting repairs.
Pedestrian and Bike Path Maintenance	\$ 500,000	Maintenance of bike paths and pedestrian walkways.	Paving, striping, signage, and minor repairs.
Curb, Gutter, Sidewalks	\$ 500,000	Minor repairs to curbs, gutters, and sidewalks.	Various locations of sidewalk require replacement typically due to uneven surface.
Building Maintenance	\$ 2,500,000	Repairs and upgrades for city-owned buildings.	Painting, HVAC repairs, fire safety upgrades, roof and flooring repairs.
Parks Maintenance and Repairs	\$ 1,100,000	Maintenance of park facilities.	Soft fall replacement, fencing, irrigation repairs, park furniture replacement, minor upgrades - not including major park replacements.
Urban Forest Maintenance	\$ 450,000	Tree planting, trimming, and vegetation management.	Tree replacement, pruning, vegetation management, goat vegetation control.
Storm Drain System Replacement	\$ 1,500,000	Replacement and upgrades of stormwater infrastructure.	Pipe and catch basin replacement, infrastructure upgrades.
Sewer Maintenance	\$ 4,073,000	Maintenance and repairs of the sewer system.	Sewer line replacements, lift station upgrades, treatment facility improvements.
Water Maintenance	\$ 3,633,500	Maintenance of water distribution systems.	Pipe replacements, treatment plant improvements, infrastructure upgrades.
IT Replacements	\$ 1,485,000	IT system upgrades and compliance.	Hardware/software replacements, system compliance upgrades.
Fleet Replacement	\$ 1,500,000	Vehicle replacements per the city fleet policy.	Electric/Hybrid vehicle replacements, car-share programs, fleet efficiency upgrades.
CIP Reserve	\$ 4,000,000	Reserve fund for unforeseen CIP projects.	Emergency repairs, unanticipated rises in project costs (supports entire CIP)
Total	\$29,501,500		

This is the first time the CIP Reserve, IT Replacements, and Fleet Replacements have been included in the funding table above. Including these items offers a more complete view of the ongoing needs that must be addressed within the CIP, in addition to the projects that increase the number of assets managed by the City or involve replacing existing assets. The table aims to provide a clearer understanding of the significant resources required to sustain existing commitments. It also highlights the funding limitations for new and replacement projects. With a significant share of resources devoted to ongoing needs, the City often has to schedule new or replacement projects in outer years. This approach ensures that both staff and funding resources are allocated effectively while addressing the most pressing needs first.

The CIP Reserve, currently budgeted at \$4 million, is essential for supporting projects within the Capital Improvement Plan. It serves as a contingency fund to address unforeseen circumstances, such as emergency projects, and to cover funding gaps when project bids come in over budget. By maintaining this reserve, the City ensures it can respond quickly to unanticipated needs and keep critical projects on track without delays.

The total ideal annual funding for asset maintenance and recurring CIP needs is \$29,501,500. This amount is considered optimal to address the City's infrastructure needs, including roadway paving, sewer and water systems, pedestrian infrastructure, and fleet replacements. Enterprise funds contribute to projects related to water, sewer, parking, and transit. The City also leverages grants to supplement General Fund allocations. For example, annual paving projects benefit from Senate Bill 1 (SB1) funding, formally known as the Road Repair and Accountability Act of 2017. SB1 provides dedicated state funding for local roadway maintenance and rehabilitation, enabling the City to address critical street repairs and improvements. Development impact fees can also provide funding for projects that support community growth and infrastructure improvements. These fees are applied to qualifying projects, helping to mitigate the effects of new development while reducing reliance on the General Fund.

The passage of Measure G-20 allowed the City to roughly triple its capital budget, with the Local Revenue Measure now providing more than 80% of the budget for General Fund projects. This funding has significantly enhanced the City's ability to advance critical infrastructure projects and maintain essential services, reducing reliance on other limited revenue streams.

The Importance of Maintaining Roadways

A key measure of roadway conditions is the Pavement Condition Index (PCI), which assesses pavement quality on a scale of 0 (poor) to 100 (excellent). Without consistent maintenance, PCI scores decline, resulting in exponentially higher repair costs over time. For example, deferred maintenance on roadways can escalate costs from minor resurfacing to full reconstruction, significantly impacting long-term budgets.

By proactively maintaining roadways and utilizing SB1 funds, the City aims to sustain PCI levels while maximizing the value of available resources.

2. Thoughtful Approach to Adding New Assets:

Capital Improvement Plan projects have a direct impact on future maintenance, operations, and capital replacement needs. Projects that add new assets—such as parks, facilities, or infrastructure—increase the resources required for their upkeep and eventual replacement. As the community continues to grow, the City’s asset inventory expands, driven by adopted plans and development agreements. For example, the Orcutt Area Specific Plan includes the construction and maintenance of the Righetti Ranch Community Park. In addition, the annexation of the Avila Ranch Development into the City under the Avila Ranch Development Agreement has introduced additional essential services such as water, sewer, roadway paving, and park maintenance. The agreement also calls for a 5th Fire Station to meet the future emergency response needs of the area. Ensuring the resources required to support the City’s expansion is essential for the long-term sustainability and maintenance of its assets.

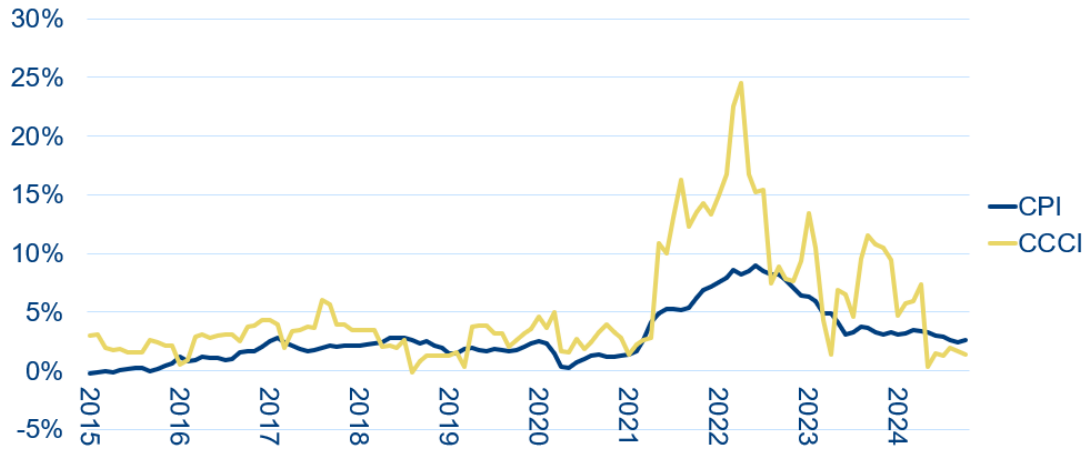
The 2025-27 Financial Plan Capital Improvement Plan is expected to include several large-scale projects requiring significant financial investment. Staff will pursue all available cost sharing and grant funding opportunities and for certain projects, debt financing may be necessary. Debt financing constrains future budgets for long periods, typically 30 years, and introduces financial risk. Issuances also require significant staff time and, since all debt is paid back with interest, increase the total cost of projects dramatically. Upcoming large projects, such as the Prado Interchange and the Public Safety Center, will be evaluated to determine whether debt financing is required to support their construction. Before pursuing debt financing, staff will carefully evaluate all alternatives, the priority of the project relative to others in the payback period, and the City’s debt capacity.

3. Addressing Rising Costs:

The typical practice for funding capital projects involves allocating design dollars in one year and construction dollars in the following year. While this approach provides a sequential funding structure, it does not always allow sufficient time to refine construction cost estimates based on more developed designs. To address this, the City is implementing a phased funding approach for larger and more complex projects. Under this model, funding for design occurs in one financial plan, with construction funding deferred to the next financial plan. This additional time allows for the development of more accurate construction cost estimates, often based on 50% or 90% engineering design completion.

Inflation further underscores the importance of this approach. While the Consumer Price Index (CPI) measures general household spending habits, the California Construction Cost Index (CCCI) reflects the rising costs of construction, which have outpaced the CPI at nearly double the rate over the past decade (see figure below). By allowing for more precise construction cost estimates, this phased funding strategy reduces the risk of budget overruns and improves project delivery outcomes.

Inflation Rate Over Time



CIP Review Committee Progress

To prepare the CIP for the FY 2025-27 Financial Plan, the CIP Review Committee has met five times to date, engaging in a comprehensive evaluation process. These meetings included presentations from various departments and staff to discuss proposed projects, their alignment with City priorities, and their feasibility within the constrained budget framework.

This high level discussion is intended to provide the City Council with a sense of the projects currently on the list. It is important to note that the CIP will undergo substantial revisions as new Council goals and priorities are established. Additionally, while staff have worked diligently to align the CIP with the available budget, final numbers and adjustments are still forthcoming. This flexibility ensures that the CIP can adapt as needed to meet emerging challenges and opportunities.

Process Improvements and Expectations

To address past challenges, the CIP team has taken several steps to enhance the planning process for the FY 2025-27 Financial Plan:

- **Improved Communication with Departments:** Clear communication with departments is critical to setting realistic expectations. Projects previously scheduled in outyears of the last financial plan (e.g., year three) are not automatically funded in year one of the current financial plan, as the 2023-25 Financial Plan included an unconstrained CIP in years 3-5 that left year 3 significantly overbudget. Departments have been informed of this shift, and the CIP review committee is working diligently to realign resources accordingly.
- **Enhanced Scoping and Feasibility Analysis:** Policies and procedures have been implemented to require additional time for scoping individual projects before budgets and schedules are finalized. This includes utilizing on-call cost estimating firms to develop fully inclusive budget estimates and conducting feasibility studies for larger projects.
- **Phased Funding for Accuracy:** For larger projects, the City has adopted a phased funding approach, intentionally leaving a year between design and construction funding. This allows more accurate construction cost estimates to be developed based on

advanced design stages, helping to address project funding needs during the financial planning process.

- **Transparent Review and Prioritization:** The CIP Review Committee has been proactive in communicating the financial constraints of this plan and setting clear prioritization criteria. This includes focusing on maintaining existing assets, funding mandates, and addressing urgent needs while considering long-term planning objectives.

The 2025-27 CIP represents a significant step forward in how the City plans for, funds, and delivers its infrastructure projects. By prioritizing the maintenance of existing assets, aligning resources with realistic project delivery timelines, and addressing rising construction costs, the City is better positioned to meet the needs of the community today and in the future. The shift to a fully constrained 10-year CIP ensures fiscal responsibility and sets a sustainable foundation for future financial plans.

2025-27 Financial Plan Proposed Goals & Objectives

Human Relations Commission (HRC)

Background

The HRC 2025-27 Financial Plan Proposed goals and objectives are derived from careful analysis and consideration of current strategies and tactics within the DEI Strategic Plan and its long-term impact in the community, as well as Council's vision on addressing DEI and centering key community issues.

Goals

1. Increase funding allocation to grant programs

- a) For the Human Services Grant (HSG) a **substantial** increase should be considered since many underserved and underrepresented communities and services are underfunded due to shifting City Council's guidance. These additional funds should be allocated to secondary funding priorities.
- b) Establish the DEI SLO Business Grant as an annual ongoing project led by the Office of DEI and Office of Economic Development & Tourism.
- c) Request funds to establish a grant program for middle and high school students centered on improving human relations and addressing issues of injustice in the San Luis Obispo community (i.e. homelessness prevention, access to health care; and diversity, equity, and inclusion).

2. Funds to establish resources to address Hate Crime and Incidents

- a) Request funding to establish community resources that align with the DEI Strategic Plan and offer outreach and engagement opportunities for the community to be involved and learn about proper reporting.

3. HRC Community Outreach & Engagement

- a) Request funds to enhance public engagement and participation by increasing promotional awareness campaigns for city engagement opportunities.

4. Address CVRA needs through outreach and engagement

- a) Request funds to address the City's efforts in expanding services and resources about electoral and voting participation.
- b) Request funds to establish live interpretation and captioning in City Council meetings.

5. Expand investment in training

- a) Request funds to provide tailored trainings to advisory bodies as it relates to expanding knowledge and skills regarding diversity, equity, and inclusion.

Please provide as many goals as seem reasonable considering that resources are limited.

2025-27 Financial Plan Proposed Goals & Objectives

Planning Commission

Background

On December 11, 2024, the Planning Commission updated goals for City Council consideration for the 2025-27 Financial Plan. The Planning Commission prioritized the following goals based on the evaluation of the completion status for the 2023-25 Major City Goals; community need, and input received over the past two years; special and urgent conditions that need to be addressed; and the availability of City resources to accomplish the identified goals and work programs within the financial plan timeframe.

Goals

1. Housing

Emphasize affordable housing programs, encourage flexible use and non-traditional housing product types to facilitate development of housing options of all types (deed restricted affordable housing, multi-family, senior and mixed-use). Continue to work with Cal Poly on aligning enrollment with additional housing for students and faculty. Prioritize projects that develop transitional and supportive housing options for unhoused community members. Continue to partner with the County of San Luis Obispo and local service providers to prevent and address homelessness.

2. Sustainability & Multi-Modal Circulation

Implement the Climate Action Plan, Multi-Modal objectives identified in the LUCE and the Downtown Concept Plan by encouraging density and in-fill development that includes and prioritizes non-automobile alternatives to access commercial, services and recreational opportunities. Review the Upper Monterey Area Plan, Margarita Area Specific Plan and Mid-Higuera Enhancement Plan with the intention of providing more housing options of all types and encourage project designs that promote accessible, convenient, and safe pedestrian, bicycle, and transit access.

3. Livability and Interagency Collaboration

Continue to collaborate with partner agencies on regional issues to improve the quality of life for community residents. Address neighborhood issues associated with fraternities and sororities and encourage Cal Poly to build on-campus fraternity and sorority houses.

2025-27 Financial Plan Proposed Goals & Objectives

Personnel Board

Background

The Personnel Board requests the City Council consider the following goals for the 2025-27 Financial Plan.

Goals

1. Diversity, Equity, Inclusion

The City is committed to policies, practices, and structures that support the well-being and empowerment of all residents, marginalized communities, and its employees.

- a. More fully utilize the expertise of the Personnel Board in providing input and oversight into the organizational diversity, equity, and inclusion (DEI) policies, programs, and practices.
- b. Ensure sufficient City resources (staff, consultant, and budgetary) are provided in the 2025-27 Financial Plan to support changes to current human resources processes to align with best practices in DEI in hiring, training, and promotional policies, practices, and programs identified in the [Office of DEI's 5-year strategic plan](#).

2. Fiscal Sustainability

As the City navigates through uncertain economic times, ensure the City prioritizes employee engagement to reduce turnover and avoid costs associated with hiring and onboarding staff.

- a. Support employee engagement, wellness, and resiliency through various avenues including employee surveys, adaptation of work policies, and resources that support employee mental health.
- b. Ensure appropriate resources are allocated to fund employee wages and benefits with inflation in mind while remaining fiscally sustainable in alignment with the Council adopted compensation philosophy and labor relations objectives.
- c. Consider additional flexibility in ways projects are funded.
- d. Ensure appropriate resources are allocated for the above in the 2025-27 Financial Plan.

3. City Employee Workforce Development

Employees who understand how their work connects to the City's mission, vision, values, and goals are empowered to make a difference through serving the community of San Luis Obispo.

- a. Support and prioritize employee development and growth through investing in resources to lead, train, and develop all employees and onboard new and transitioning employees.
- b. Maintain open communication throughout all levels of organization to share progress on and impacts of staff projects and Major City Goals.
- c. Establish, encourage, and facilitate pathways to career development.

2025-27 Financial Plan Proposed Goals & Objectives

Cultural Heritage Committee

Background

The Committee would like to continue with previously recommended goals from Fiscal Year 2023-2025, with minor amendments:

Goals

1. Historic Inventory & Historic Preservation Ordinance Update – Allocate additional funds and resources to further advance the in-progress comprehensive update of the City’s inventory of historic resources and associated updates to the Historic Preservation Ordinance as recommended by the consultant led preliminary phase assessment and recommendations completed by historic consultant Page and Turnbull.
2. City Owned Adobes – Support efforts with additional funding to improve the structural condition, historic integrity, and appropriate cultural interpretation of the four City-owned adobes in light of the City’s Diversity, Equity and Inclusion goals. In particular, continue to support efforts to stabilize, restore, and rehabilitate the La Loma Adobe and provide funding in support of the rehabilitation of the Rosa Butron Adobe.
3. Public Information - Provide information to increase awareness and support of the Historic Preservation Program and Historic Resources Inventory update project including opportunities for participation; and, pursue opportunities for appropriate cultural interpretation of historic resources with a focus on including City goals to advance Diversity, Equity, and inclusion. Incorporate digital technology in the city's interpretive program, and seek additional funding from Transient Occupancy Tax (TOT) for a "plaque program".

2025-27 Financial Plan Proposed Goals & Objectives

Architectural Review Commission

Background

State Housing Laws do not allow the City to utilize subjective design guidelines (i.e. Community Design Guidelines) for many new residential developments. In response, the ARC, in 2021, helped draft the City's current Objective Design Standards (ODS) (Municipal Code Chapter 17.69). However, additional state housing laws have exposed the need for more objective design standards for more types of residential developments (i.e. single family, duplexes, triplexes, multifamily, mixed-use, etc.). To continue to support more housing units that are compatible with the City's unique character, the ARC's goal is to expand the City's ODS to provide additional design requirements for all types of residential development. While the ODS will regulate residential development, there is also a need to provide a comprehensive update of the Community Design Guidelines (CDG) to focus the Guidelines specifically on commercial development and remove subjective residential design guidelines.

Goals

1. Expand the Objective Design Standards to provide additional design requirements for more types of residential developments to include standards and definitions for:
 - Specific types of residential developments (single family, duplexes, triplexes, multifamily, mixed-use, etc.).
 - Overall site design (parking areas, outdoor spaces, landscaping, pedestrian access, lighting, privacy, etc.).
 - Transitions between residential and commercial zones and high-density residential and low-density residential zones.
 - Conversion of commercial buildings into residential development.
 - And include images and reference photos.

2. Complete a comprehensive update of the Community Design Guidelines for Commercial developments and other design guidelines including:
 - Strengthen and more clearly define guidelines for storefronts and windows in commercial areas to maintain transparency and prevent the installation of opaque film and interior signs and displays that obstruct views into stores.
 - Update CDG for neighborhood compatibility to address transitions between neighborhood commercial development and adjacent residential neighborhoods (LUCE §3.5.7.9).
 - Overall site design (pedestrian scale, walkability, bicycle infrastructure, outdoor spaces, landscaping, etc.)
 - Include more images and reference photos to highlight guideline language.



Active Transportation Committee

DATE: November 27, 2024
 TO: Emily Jackson, Director of Finance
 FROM: Adam Fukushima, Staff Liaison to the Active Transportation Committee

SUBJECT: FY 2025-27 Active Transportation Committee Recommended Goals

On November 21, 2024 the Active Transportation Committee recommended its FY 2025-27 goals for Council consideration which are represented in the following table. Projects are ranked in order of importance from most to least desired to fund based on proposed projects identified in the Active Transportation Plan.

Recommended Goal	Why Goal is Important
<u>ACTIVE TRANSPORTATION PLAN TIER 1 PROJECT DEPLOYMENT</u>	
Higuera Complete Streets Project -Provide necessary matching funds for this state funded project -Complete design and construction	This project improves north-south cross-town connectivity for active transportation and Safe Routes to School improvements to Hawthorne Elementary and Laguna Middle Schools
Broad Street (South to Orcutt) Quick Build Project -Design and construct	Improves connectivity and safety along this wide arterial street
Foothill Blvd Quick Build Project -Complete design and Construction	Improves east-west connectivity between Cal Poly, residences, and activity centers along Foothill
Pedestrian Crossing at South/King -Construct project	Improves connectivity to Hawthorne Elementary School, Meadow Park, and residences
Roundabout at California/Taft -Complete design and construct	Improves the connection to the Railroad Safety Trail across California Blvd
Railroad Safety Trail Gap at Bullock Lane and Railroad Crossing Improvements -Acquire approvals from Union Pacific and construct	Fills a gap in the RRST between the existing portion north of Orcutt Rd and new segment south to Tank Farm Rd
Shared Use Path on Madonna Road Overpass -If supported by Council, advance design and construction	Fills a gap on Madonna Rd between the shared use path and Higuera Street

<p>Tank Farm Rd Shared Use Path -Initiate a City-led capital improvement project to advance construction as an initial phase of larger corridor improvements</p> <p><u>COMPLETE STREETS ELEMENTS OF ANNUAL PAVING PROJECTS</u></p> <p>Tank Farm Road (Broad to Orcutt)</p> <p>Sacramento Drive (Industrial to Via Esteban)</p> <p>Johnson Ave (Bishop to Buchon)</p> <p>Mill St (Chorro to California)</p> <p>Broad St (Pacific to Tank Farm)</p> <p>Industrial Rd (Broad to Railroad Tracks)</p> <p>Pavement Areas 2 and 3</p> <p><u>Misc. Pedestrian Facility Improvements-</u> Maintain \$100,000 in annual funding for misc. projects such as safe routes to school, signing & striping projects ideally incorporated into other construction projects</p> <p><u>Misc. Bicycle Facility Improvements-</u> Maintain \$100,000 in annual funding for misc. projects such as safe routes to school, signing & striping projects ideally incorporated into other construction projects.</p> <p><u>Ped/Bikeway Maintenance:</u> Maintain annual funding for shared use path maintenance</p> <p><u>Sidewalk Replacement and Installation:</u> Maintain annual funding for curb ramp and sidewalk upgrades</p>	<p>Improves a low stress, east-west connection for active transportation</p> <p>Completing these projects as part of other construction projects results in substantial cost savings.</p> <p>Completing these improvements as part of other construction projects results in substantial cost savings.</p> <p>Completing these improvements as part of other construction projects results in substantial cost savings.</p> <p>Performing pavement maintenance on pedestrian and bicycle paths will increase the life of these facilities and reduce the risk of collisions.</p> <p>Completing these improvements as part of other construction projects results in substantial cost savings.</p>
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<p style="text-align: center;"><u>PROGRAMS</u></p> <p>Active Transportation Education: Continue and increase education regarding Active Transportation in partnership with non-profit organizations and agency partners about safety topics and use of new facilities.</p>	<p>Ensure the community knows how to use new active transportation facilities as they are constructed and address high priority safety topics.</p>
<p style="text-align: center;"><u>STAFFING</u></p> <p>Active Transportation Manager and Transportation Planner/Engineers: Maintain positions.</p>	<p>The City has made a commitment to complete a Tier 1 network identified in the Active Transportation Plan. The Active Transportation Manager and Transportation Planner/Engineers are critical in sufficiently implementing the Tier 1 network projects and preparing grant applications.</p>

2025-27 Financial Plan Proposed Goals & Objectives

Promotional Coordinating Committee

Background

With economic growth expected to moderate, and inflation, workforce challenges and supply chain issues continuing to pose challenges, it will continue to be vital to improve the quality of life for all City residents and visitors.

Open space access, diversity, equity, inclusion, and carbon neutrality should continue to be primary considerations in all our goal work. The City of San Luis Obispo should strive to attain these goals with the support of the stakeholders and community members.

Top 5 Proposed Goals

1. Sustain the economic vitality of downtown and other business districts:

- Continue to fund Economic Development promotional programs like Support Local including Buy Local Bonus and explore new opportunities to activate the downtown core in cost effective, unique and creative ways. Give our locals continual opportunities to explore and reconnect with our downtown.
- Continue to work with TBID to support their programs to bring visitors to our city.
- When funding is available, support one-time promotions to support a thriving downtown and expand the support of neighborhood business districts, that can be supported by the local community.
- Connect existing and new businesses to resources to help them thrive and thus supporting both jobs and the quality of life for our community members.
- Advocate for ease of access to downtown, reengaging locals and inspiring ownership of the heart of our city while creating a sense of belonging with consideration around smart growth and affordability.

2. Community Engagement and Quality of Life:

- Support placemaking efforts by promoting Public Art programs and identifying additional opportunities for public art throughout the city.
- Raise the awareness of San Luis Obispo being an “arts” destination by seeking opportunities to improve the quality and quantity of arts available to the community members and visitors of SLO. The promotional efforts of arts should include visual, performing, culinary and permanent/temporary public art installations.
- Continue to emphasize the quality of life for all the community members and visitors to San Luis Obispo through the support of programs and grants which focus on this goal.
- Continue implementation of the Monterey/Mission Plaza downtown concept plan.
- Explore options that expand childcare, after school classes, and Parks and Recreation programs so families have a better opportunity to earn a livable household income.

2025-27 Financial Plan Proposed Goals & Objectives

3. Diversity, Equity and Inclusion:

- Expand support for programs which provide opportunities to include all community members in a safe and welcoming way.
- Continue to work with a wide-ranging group of nonprofits and community organizations to ensure that all community members of San Luis Obispo have access to diverse cultural opportunities.

4. Climate Action and Destination Stewardship:

- Support implementation of the City of SLO Climate Action Plan which has the goal of carbon neutrality by 2035 including the work of sustainable tourism.
- Support enhanced bike and pedestrian infrastructure throughout the city. Continue planned buffered and green-striped bike lanes while seeking new opportunities for additional pedestrian safety measures.
- Support access to shared bike programming which would make e-bikes more accessible to community members and visitors.
- Support the improvement of public transportation to provide safe access for community members to employment, shopping and community resources without long waits and route changes. Explore public and private partnerships with locally owned and operated transit routes to expand services provided.
- Support investment in improvements to the city recycling program including compostable containers, coated papers and more plastics so more items can be recycled leading to less waste.
- Advocate for continuing the traffic calming measures on all major streets in town, including Johnson, Foothill and the South Broad Street corridor.
- Continue to educate new businesses on our current policies and priorities so that community members are aware of and following the City's programs.
- Consider major changes to downtown thoroughfares like those adopted in [Lancaster, CA](#).
 - Pedestrian involved collisions have decreased by 78%
 - Motor vehicle collisions decreased by 38%
 - 57 new businesses have opened on Lancaster BLVD
 - Retail sales of increased by 57%
 - Revenue from the downtown area has increased 119% from 2007 to 2012

5. Homelessness Support: Mental Health + Safety:

- Support the continuation to increase the support of programs to address the concerns of the community members and how it relates to the unhoused community.
- Support the expansion the support of local programs and organizations which offer resources for the unhoused community including: reunification efforts, outreach, mental/health care access, education, shelter and housing opportunities.

2025-27 Financial Plan Proposed Goals & Objectives

Closing

The Promotional Coordinating Committee is tasked with improving the quality of life for the community members of San Luis Obispo and we thank you for the opportunity to provide our perspective into your goal setting process. The PCC will take direction provided by Council and write our goals to fit the finalized objectives so that we are working together to reach our mutual goals of continuing to make the city of SLO an even better place to live, work and play.

2025-27 Financial Plan Proposed Goals & Objectives

Tourism Business Improvement District

Background

The Tourism Business Improvement District (TBID) Board recommends that City Council continue with the existing adopted Major City Goals for 25-27 as these goals continue to align with the priority values and needs of the community. However, the TBID recommends the addition work program as outlined below.

Goals

1. Economic Development & Fiscal Sustainability: In collaboration with local partners, continue to support economic development and a thriving local economy by supporting local businesses, arts and culture, downtown vitality, practicing fiscal responsibility, paying down unfunded pension liabilities, and investing in critical infrastructure.
 - Proposed Work Program Focus Areas + Additions:
 - Foster economic development to support the vitality of downtown and outlying business districts. Support and provide programs for the business community + beautification so SLO remains a vibrant and attractive place to live, work and visit.
 - Continuance of a conference center feasibility study.
 - Support efforts to drive more midweek corporate business demand in the city.
 - Streamline permitting for future development.
 - Evaluate parking needs downtown, at sports venues and elsewhere to accommodate added demand and encourage visitation.
 - Expand the economic development commitment of the city to support new ways of doing business and reduce business development barriers. Economic recovery supports local jobs and the local economy.
 - Prepare for the increase in overall hotel rooms in the county by supporting and growing the awareness of San Luis Obispo as a leisure and small meetings destination.
 - Ensure that the City and Cal Poly, as well as other large employers are aligned and ready to collaborate.
2. Diversity, Equity & Inclusion: In response to our commitment to making San Luis Obispo a more welcoming and inclusive city for all, continue to develop programs and policies to support diversity, equity and inclusion initiatives and advance the recommendations of the Office of DEI.

2025-27 Financial Plan Proposed Goals & Objectives

- Proposed Work Program Focus Areas + Additions:
 - Expand engagement and education to support and foster safe and welcoming opportunities throughout the community.
 - Continue to work with a wide-ranging group of nonprofits and community organizations to ensure that the residents of San Luis Obispo are exposed to diverse opportunities to all segments of our local community.
 - Build connection between diverse community populations (Cal Poly, Business, Residents, Visitors).

- 3. **Housing and Homelessness:** To expand housing options for all, continue to facilitate the production of housing, including the necessary supporting infrastructure, with an emphasis on affordable and workforce housing. Collaborate with local nonprofit partners and the county, the state, and federal governments to discover and implement comprehensive and effective strategies to reduce chronic homelessness.
 - Proposed Work Program Focus Areas + Additions:
 - Prioritize helping alleviate unhoused population issues as much as possible.
 - Getting the unhoused population housed and/or relocated from high-traffic areas like downtown to benefit tourism through the visitor experience.
 - Addressing safety concerns from the general population related to the impacts from the unhoused population so residents and tourists can feel safe while enjoying activities in San Luis Obispo.
 - Address affordable housing as an economic issue and barrier to resource retention and business attraction.
 - Encourage smart growth in housing and other services that make San Luis Obispo a place where people want to be.
 - Continue to facilitate the production of affordable and workforce housing so our workforce doesn't have to live so far away. Support and encourage affordable, on campus student housing options to free up rental housing.
 - Implement comprehensive and effective strategies to reduce chronic homelessness.

- 4. **Climate Action, Open Space & Sustainable Transportation:** To proactively address the climate crisis, continue to update and implement the Climate Action Plan for carbon neutrality, including preservation and enhancement of open space and the urban forest, alternative and sustainable transportation, and planning and implementation for resilience.
 - Proposed Work Program Focus Areas + Additions:

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- Expand regional transportation options in collaboration with Visit SLO CAL and other partners to encompass a more regional approach (to/from Santa Maria to working centers in San Luis Obispo and airport/train station to key SLO locations including downtown, Cal Poly, and hotels).
- Continue to ensure the city has places for people to gather for events, but also to experience the nature and beauty of the central coast.
- Develop a comprehensive plan related to the increased likeliness of extreme weather events (fire, flooding, etc.), to help encourage a healthy city and keep insurance costs down for residents and businesses.
- Consider economically supporting buildings that install solar and other offsetting components.

2025-27 Financial Plan Proposed Goals & Objectives

Tree Committee

Background

The Tree Committee recommends the City Council consider the following goals that support effectively managing the City's urban canopy.

Goals

1. Update the Tree Regulations in the Municipal Code based on Ordinance review, Advisory Body Case Study Report, and recent California State Laws.
2. Implement near-term Community Forest Plan goals as feasible and lay groundwork for achieving mid- and long-term goals.
3. Foster community engagement for trees in public places.