



City Council
AGENDA

Tuesday, September 2, 2025, 5:30 p.m.

Council Chambers, 990 Palm Street, San Luis Obispo

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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 Office at cityclerk@slocity.org or (805) 781-7114.

1. **CLOSED SESSION (5:00 PM - 5:30 PM)**

1.a **CALL TO ORDER**

Mayor Erica A. Stewart will call the Closed Session of the San Luis Obispo City Council to order at 5:00 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 REAL PROPERTY NEGOTIATORS**

Pursuant to Government Code §54956.8

Property: APN: 001-014-041

Agency Negotiators: Emma Laplante, Brian Nelson, Kyle Anderson,
Luke Schwartz, Christine Dietrick, Whitney
McDonald

Negotiating Parties: Marilyn Farmer

Under Negotiation: Price and terms of payment.

Property: APN: 001-013-002

Agency Negotiators: Emma Laplante, Brian Nelson, Kyle Anderson,
Luke Schwartz, Christine Dietrick, Whitney
McDonald

Negotiating Parties: Farshad Firouznam

Under Negotiation: Price and terms of payment.

1.d **ADJOURNMENT**

The City Council will hold a Regular Meeting on September 2, 2025 at 5:30 PM 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

Mayor Erica A. Stewart will lead the Council in the Pledge of Allegiance.

4. PRESENTATIONS

4.a 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 6k.

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

Recommendation:

Waive reading of all resolutions and ordinances as appropriate.

6.b	<u>MINUTES REVIEW - AUGUST 19, 2025 COUNCIL MINUTES</u>	11
	<u>Recommendation:</u>	
	Approve the minutes of the City Council meeting held on August 19, 2025.	
6.c	<u>POLICE DEPARTMENT 2024 ANNUAL REPORT AND ASSEMBLY BILL 481 (MILITARY EQUIPMENT USE) ANNUAL REPORT UPDATE</u>	19
	<u>Recommendation:</u>	
	<ol style="list-style-type: none"> 1. Receive and file the 2024 Police Department Annual Report. 2. Adopt a Resolution entitled “A Resolution of the City Council of the City of San Luis Obispo, California, accepting the 2024 Military Equipment Use (Ab 481) Annual Report and Renewing Ordinance No. 1712 with Findings of Ongoing Compliance with City Policy and State Law” 	
6.d	<u>PUBLIC WORKS DEPARTMENT SURPLUS FLEET ASSETS AND EQUIPMENT DISPOSAL</u>	165
	<u>Recommendation:</u>	
	Authorize designation and sale of surplus SLO Transit vehicles and surplus Fleet Maintenance equipment in accordance with the City’s policies and procedures prescribed in the Financial Management Manual	

**6.e ADOPTION OF ORDINANCE NO. 1749 (2025 SERIES) REVOKING
THE PLANNED DEVELOPMENT OVERLAY RELATED TO A
DEVELOPMENT PROJECT AT 1144 CHORRO STREET**

189

Recommendation:

Adopt Ordinance No. 1749 (2025 Series) entitled, “An Ordinance of the City Council of the City of San Luis Obispo, California, revoking the Planned Development Overlay (Ordinance No. 1687 [2020 Series]), related to a development project proposed at 1144 Chorro Street, and amending the Zoning Map to rezone the seven (7) associated properties from C-D-PD and C-D-H-PD to C-D and C-D-H, respectively. The project is exempt from environmental review (CEQA) (1144 Chorro Street; 895, 898, and 973 Higuera Street; 876 and 890 Marsh Street; and 868 and 870 Monterey Street; PDEV-0428-2023).”

**6.f ADOPTION OF TITLE VI PROGRAMS FOR SLO TRANSIT AND FOR
THE PUBLIC WORKS DEPARTMENT**

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Recommendation:

1. Adopt a Draft Resolution entitled, “A Resolution of the City Council of the City of San Luis Obispo, California, approving the adoption of San Luis Obispo (SLO) Transit’s Federal Transit Administration Title VI Program update for federal fiscal years 2026-2028”; and
2. Adopt a Draft Resolution entitled, “A Resolution of the City Council of the City of San Luis Obispo, California, approving the adoption of the Public Works Department’s Title VI Program Plan.”

Recommendation:

1. Approve City participation in the nationally negotiated opioid related settlement agreements with Purdue Pharma L.P. & Sackler Family (“Purdue and Sackler”); and
2. Approve City participation in the nationally negotiated opioid related settlement agreements with eight opioids manufacturers, Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus (the “Manufacturers”); and
3. Approve City participation in all future nationally negotiated opioid related settlement agreements; and
4. Authorize the City Manager and City Attorney to execute documents as needed to participate in the above-specified and all future nationally negotiated opioid related settlement agreements; and
5. Authorize the City Manager and City Attorney to elect direct allocation of the settlement funds to the City; and
6. Authorize the City Manager to vote on the Purdue bankruptcy plan, in consultation with the City Attorney (including abstention if the City Manager determines abstention is in the best interest of the City.)
7. Authorize staff to submit required annual opioid settlement expenditure reporting forms to the Department of Health Care Services.

6.h ACCEPTANCE OF A MONETARY GIFT TO THE PUBLIC ART FUND 319

Recommendation:

Authorize the Mayor to execute a donation agreement with the Donna P. Duerk Family Trust, in substantially the same form as that in Attachment A, accepting a donation valued at \$21,730.07 to be used to support the installation of an art piece within the City.

6.i AUTHORIZE SEWER FUND BUDGET ADJUSTMENT FOR UTILITIES CLOSED CIRCUIT TELEVISION (CCTV) VAN RETROFIT 331

Recommendation:

1. Adopt a Resolution entitled “A Resolution of the City Council of the City of San Luis Obispo Approving a Budget Adjustment to Allocate \$25,675 From the Sewer Fund Undesignated Balance”.
2. Find the project categorically exempt from the California Environmental Quality Act.

6.j GRANT AGREEMENT FOR THE RENOVATION OF THE CAL POLY CIE 339

Recommendation:

Authorize the City Manager to execute a one-time Grant agreement with the Cal Poly Corporation for the renovation of the Center for Innovation and Entrepreneurship in a final form satisfactory to the City Attorney and authorize the disbursement of funds in the amount of up to \$116,000.

**6.k AUTHORIZE THE CITY ATTORNEY TO CORRECT A CLERICAL
ERROR (2024-29 ON-CALL LIST FOR LEGAL SERVICES)**

355

Recommendation:

1. Authorize the City Attorney to send belated notification of the City's Request for Qualifications for Legal Services, On-call Outside Counsel 2024 ("RFQ") to two law firms that were unintentionally left off the notification list; and
2. Authorize the acceptance of qualifications, in the form directed by the City Council approved RFQ specifications, from the two law firms that receive belated notifications; and
3. Authorize the City Attorney to review submitted qualifications and, if deemed responsive, add the two law firms to the City's current 2024-29 on-call list for outside counsel legal services.

7. CLOSED SESSION

7.a THREAT TO PUBLIC SERVICES OR FACILITIES

Pursuant to Government Code §54957

Consultation with: San Luis Obispo Police Department, Police Chief

8. LIAISON REPORTS AND COMMUNICATIONS

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

Mayor Stewart	Vice Mayor Shoresman	Council Member Boswell	Council Member Francis	Council Member Marx
SLO Council of Governments	Zone 9 Advisory Committee	Airport Land Use	Nacimiento Water Project	Air Pollution Control District
Regional Economic Action Coalition	Downtown Association Board	SLO Climate Coalition	Community Action Partnership	Integrated Waste Management Authority
CA Men's Colony Advisory Committee	Homeless Services Oversight Committee	Local Agency Formation Commission		County Water Resources Advisory Committee
Performing Arts Center Commission	CP Campus Planning Committee			
SLO Regional Transit Authority				
Visit SLO County Advisory Committee				
Central Coast Clean Energy				

9. ADJOURNMENT

The next Regular Meeting of the City Council will be held on September 16, 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.

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

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Council Minutes

August 19, 2025, 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, Deputy City Attorney Sadie Symens, Teresa Purrington, City Clerk

1. CLOSED SESSION (4:00 PM - 5:30 PM)

1.a CALL TO ORDER

Mayor Erica A. Stewart called the Closed Session of the San Luis Obispo City Council to order at 4:07 p.m. in the Council Hearing Room with all Council Members present.

1.b PUBLIC COMMENT FOR CLOSED SESSION ITEMS ONLY

Public Comments:

Thomas Kessler

Bob Vessely

---End of Public Comment---

1.c CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Deputy City Attorney Sadie Symens indicated that the Council on a motion by Mayor Stewart and a second by Council Member Francis with a vote of 5 - 0 directed to initiate litigation on one case. The defendants and specifics of this case will be disclosed upon request as soon as possible once the disclosure will not jeopardize the case.

1.d CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Deputy City Attorney Sadie Symens indicated there was no reportable action taken on this item.

1.e CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Deputy City Attorney Sadie Symens indicated that the Council on a motion by Vice Mayor Shoresman and a second by Council Member Francis on a vote of 5 - 0 agreed to continue an existing lease with the History Center of San Luis Obispo until 2027 upon the request of the History Center.

1.f CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Deputy City Attorney Sadie Symens indicated there was no reportable action taken on this item.

1.g ADJOURNMENT

2. CALL TO ORDER

A Regular Meeting of the San Luis Obispo City Council was called to order on August 19, 2025 at 5:37 p.m. in the Council Chambers, 990 Palm Street, San Luis Obispo, by Mayor Stewart with all Council Members present.

3. PLEDGE OF ALLEGIANCE

Council Member Francis led the Council in the Pledge of Allegiance.

4. PRESENTATIONS

4.a CONVIVENCIA CELEBRATION PROCLAMATION

Mayor Stewart presented a Proclamation to Dr Rushi Cader declaring the 3rd Saturday in August as Convivencia.

4.b CITY MANAGER REPORT

City Manager Whitney McDonald provided a report on upcoming projects.

5. PUBLIC COMMENT PERIOD FOR ITEMS NOT ON THE AGENDA

Public Comment:

Teri Kanefield

Louise Justice

Chelsea Ruiz

Dave Houghton

Gina Whitaker

Eric Veium

Sherry Lin

Timothy Mai MY

Captain Pat Walker

Dona Hire Price

Julia Alber

Foaad Khosmood

Rita Casaverde

Barry Price

--End of Public Comment--

6. **CONSENT AGENDA**

Public Comment:

None

--End of Public Comment--

Motion By Vice Mayor Shoresman

Second By Council Member Francis

To approve Consent Calendar Items 6a to 6j.

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

Recused (1): Council Member Marx (Item 6c)

CARRIED (5 to 0)

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

Waive reading of all resolutions and ordinances as appropriate.

6.b MINUTES REVIEW - JULY 15, 2025 COUNCIL MINUTES

Approve the minutes of the City Council meeting held on July 15, 2025.

6.c ANNUAL SPECIAL TAX LEVY REPORT FOR THE COMMUNITY FACILITIES DISTRICT NO 2019-1 (SAN LUIS RANCH) FOR FISCAL YEAR 2025-2026.

Council Member Marx declared a conflict on this item, as she lives in the San Luis Ranch development.

Receive and file the CFD No. 2019-1 (San Luis Ranch) Tax Report FY 2025-26.

6.d ANNUAL SPECIAL TAX LEVY REPORT FOR THE COMMUNITY FACILITIES DISTRICT NO. 2017-1 (AVILA RANCH) FOR FISCAL YEAR 2025-2026

Receive and file the Avila Ranch CFD No. 2017-1 (Services) – FY 2025-26 Tax Report

6.e CITY-COUNTY ZONE 9 FLOOD CONTROL DISTRICT REIMBURSEMENT AGREEMENT UPDATE

Approve an amendment to the existing Memorandum of Understanding (MOU) between the City of San Luis Obispo and the County of San Luis Obispo, as administrator of the Zone 9 Flood Control and Water Conservation District ("Zone 9"), in order to provide funding support (reimbursement) for activities to assist in the update of the Waterway Management Plan, Volume 1.

6.f AUTHORIZE THE RENEWAL OF 10-YEAR CROSS-CONNECTION INSPECTION SERVICES CONTRACT BETWEEN THE CITY AND COUNTY OF SAN LUIS OBISPO

Authorize the renewal of the 10-year Cross-Connection Services agreement between the County of San Luis Obispo and the City of San Luis Obispo.

6.g FY 2025-30 ANIMAL CONTROL SERVICES AGREEMENT

Authorize the Mayor to execute a five-year agreement with the County of San Luis Obispo for the continued provision of Animal Care and Control Services for the period of July 1, 2025, to June 30, 2030, in the amount of \$389,746 for the first year, with annual adjustments thereafter.

6.h ADVISORY BODY APPOINTMENT FOR AN UNSCHEDULED VACANCY ON THE TREE COMMITTEE

Confirm the appointment of Kari Gephart to the Tree Committee (TC) for the remainder of the vacated term expiring March 31, 2026.

6.i SELECTION OF VOTING DELEGATE AND ALTERNATES FOR THE 2025 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE

Appoint Council Member Mike Boswell as the Voting Delegate and Council Member Emily Francis as Alternate Voting Delegate to vote on the City's behalf at the Annual Business Meeting of the League of California Cities on Thursday, October 9, 2025.

6.j BEHAVIORAL HEALTH SERVICES CONTRACT RENEWALS FOR COMMUNITY ACTION TEAM AND MOBILE CRISIS UNIT (FYS 2025–27)

Authorize the City Manager to execute up to two (2) one-year renewals of the contracts with the County of San Luis Obispo for continued Behavioral Health Services in support of the Police Department's Community Action Team and the Fire Department's Mobile Crisis Unit.

7. PUBLIC HEARING AND BUSINESS ITEMS

- 7.a REVIEW OF A PLANNED DEVELOPMENT AMENDMENT TO REVOKE THE PLANNED DEVELOPMENT OVERLAY, RELATED TO A MIXED-USE DEVELOPMENT PROJECT AT 1144 CHORRO STREET, FOR SEVEN (7) AFFECTED PROPERTIES. THE PROJECT IS EXEMPT FROM ENVIRONMENTAL REVIEW (30 MINUTES)

Associate Planner Hannah Hanh provided an in-depth staff report and responded to Council questions.

Public Comments:

Greg Wynn

---End of Public Comment---

Motion By Council Member Marx

Second By Vice Mayor Shoresman

To introduce Ordinance No. 1749 (2025 Series) revoking the Planned Development Overlay (Ordinance No. 1687 [2020 Series]), related to a development project proposed at 1144 Chorro Street, and amending the Zoning Map to rezone the seven (7) associated properties from C-D-PD and C-D-H-PD to C-D and C-D-H, respectively. The project is exempt from environmental review under Section 15301(b)(3) (General Rule Exemption) of the California Environmental Quality Act (CEQA) Guidelines.

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

CARRIED (5 to 0)

8. STUDY SESSION

- 8.a SEWER INFRASTRUCTURE RENEWAL STRATEGY AND PRIVATE SEWER LATERAL PROGRAM UPDATES (90 MINUTES)

Utilities Director Aaron Floyd and Deputy Director for Wastewater Chris Lehman provided an in-depth staff report and responded to Council questions.

Public Comments:

Damien Mavis

John Tricamo

Bryan Ridley
Rachel Whalen
Greg Wynn
Andy Pease

---End of Public Comment---

To receive and file the 2025 Wastewater Collection System Infrastructure Renewal Strategy report, and provided the following strategic direction on:

Item 1 - Should the Wastewater Flow (Private Sewer Lateral) Offset Program Continue?

Directed staff to return at a future Study Session with more clarity and options on proactive requirements for requiring faulty laterals to be replaced, and expanded timelines for property owners to remedy laterals found in poor and/or failed condition.

Item 2 - Should a General Plan Amendment Adopting the Staff-Recommended Capacity-Constrained Areas Map be Brought Forward for Adoption (if the Offset Program is not dissolved)?

Yes, to proceed with amending the General Plan, Staff would proceed to the Planning Commission in October and return to Council on December 2, 2025, with a draft resolution only for the maps.

Item 3 – Should Staff Further Evaluate a New Private Sewer Lateral Inspection Rebate (for capacity-constrained areas) to be Brought Forward to Council in December for Adoption via Resolution?

Yes, to assessing the potential rebate program, including terms, limitations, and program administration to be brought back to Council for consideration on December 2, 2025.

Item 4 - Should Staff Further Evaluate Expanding Eligibility for Private Sewer Lateral Replacement Rebates in Capacity-Constrained Areas to be Brought Forward to Council for Adoption in December via Resolution?

Yes, to assessing the potential expansion, including terms, limitations, and program administration to be brought back to Council for consideration on December 2, 2025.

9. LIAISON REPORTS AND COMMUNICATIONS

Mayor Stewart

- SLO Council of Governments (SLOCOG) attended the meeting on August 11
- Ride-a- long with the Fire Department
- Attended the Cal Cities Statewide Board Meeting in July
- Attended the French Park Monday meetup
- Went on a tour of the Moss Landing Battery Plant
- Met with ASI President
- Met with SLOMA Executive Director

Vice Mayor Shoresman

- Attended the Downtown Association Board meeting
- Presented Proclamations for KCBX 50th Anniversary and Convivencia Celebration
- Attended the IWMA meeting on behalf of Council Member Marx
- Attended the Monday Meet-up at Devaul Park

Council Member Boswell

- Local Agency Formation Commission (LAFCO) attended the July 17 meeting
- Attended the Downtown Association Board meeting

Council Member Francis

- Community Action Partnership (CAP) has a meeting August 21st
- Attended the Mid State Fair Apprenticeship fair
- Attended Convivencia Celebration
- Attended the Zone 9 meeting

Council Member Marx

- Air Pollution Control District (APCD) has a meeting on August 25th

- County Water Resources Advisory Committee (WRAC) has a meeting on September 3rd
- Invited to join a group to explore a Community Mediation Center
- Attended the Green Business discussion

10. ADJOURNMENT

The meeting was adjourned at 9:56 p.m. The next Regular City Council Meeting is scheduled for September 2, 2025 at 5:30 p.m. in the Council Chambers at City Hall, 990 Palm Street, San Luis Obispo.

APPROVED BY COUNCIL: XX/XX/202X



Council Agenda Report

Item 6c

Department: Police
Cost Center: 8001
For Agenda of: 9/2/2025
Placement: Consent
Estimated Time: N/A

FROM: Rick Scott, Police Chief
Prepared By: Brian Amoroso, Deputy Chief

SUBJECT: POLICE DEPARTMENT 2024 ANNUAL REPORT AND ASSEMBLY BILL 481 (MILITARY EQUIPMENT USE) ANNUAL REPORT UPDATE

RECOMMENDATION

1. Receive and file the 2024 Police Department Annual Report.
2. Adopt a Resolution entitled "A Resolution of the City Council of the City of San Luis Obispo, California, accepting the 2024 Military Equipment Use (Ab 481) Annual Report and Renewing Ordinance No. 1712 with Findings of Ongoing Compliance with City Policy and State Law" (Attachment A)

POLICY CONTEXT

Provide the City Council with a general update on department activities to include the 2024 Police Department Annual Report (Attachment B), the 2024 Assembly Bill 481 Annual Report Update (Attachment C), and the San Luis Obispo Police Department Military Use Policy 707 (Attachment D).

California State Law, established under AB 481, requires law enforcement agencies to obtain approval of the applicable governing body (Mayor and City Council), by adoption of a military equipment use policy. AB 481 requires publication of the military equipment use procedure and the annual military equipment report on the Department's website. The military equipment use report must be posted on the website within 30 days prior to the Council meeting. The Police Department posted the 2024 annual military equipment report on August 8, 2025, on the Police Department website under the link "[SB978-Police Policies, Procedures, and Training Materials](#)", and notified the public via Instagram, Facebook, Next Door, and X on August 8, 2025, that the report was available for public review.

Military equipment use was recorded by the San Luis Obispo Police Department for this report from January 1, 2024, to December 31, 2024, contemporaneous and in compliance with the timelines associated with the passage of the law and corresponding City Ordinance 1712. The Police Department is returning to Council for an annual review of the Department's military equipment use and renewal of Ordinance No. 1712.

DISCUSSION

Background

Police Department Annual Report:

The 2024 Police Department Annual Report (Attachment B) provides an overview of the past operational year. This report covers key areas integral to the Police Department's operations and future planning. These areas include the organizational structure, finances, community engagement, officer wellness, department statistics, technology, recruitment and retention, the Community Action Team, and neighborhood initiatives.

The report highlights key accomplishments, including a 14% decrease in Part 1 violent crimes (forcible rape, robbery, aggravated assault). Overall, Part 1 crimes rose slightly in 2024 by 3% compared to 2023, driven by a 7% increase in property crimes (burglary, larceny, motor vehicle theft, and arson). Despite this uptick, 2024 Part 1 crime totals remain 32% lower than in 2021. The department will continue its crime prevention efforts and advance progress of its five-year strategic plan.

At the commencement of FY 2023-24, police staffing stood at 95.00 Full-Time Employees (FTE). In 2024 the department completed a staffing study to forecast personnel needs based on current staff utilization. These efforts are critical to the department's commitment to enhancing community safety and engagement.

Military Equipment Use Annual Report:

Assembly Bill 481, approved by the California Governor on September 30, 2021, mandates that law enforcement agencies receive approval from their governing body (City Council) for the use of military equipment. This approval is given through the adoption of a military equipment use policy, which must be reviewed annually. The policy and an annual report must also be published on the department's [website](#). The San Luis Obispo City Council approved the military equipment use policy, Resolution number 1712 (2022), on April 19, 2022.

Compliance and Reporting

The San Luis Obispo Police Department recorded military equipment use from January 1, 2024, to December 31, 2024. An inventory count in June 2025 provided up-to-date data for the annual report, which follows the requirements of AB-481 and City Ordinance 1712.

Military Equipment Usage

In 2024, military equipment was deployed in 52 incidents out of 35,321 total service calls, constituting approximately 0.15% of all incidents. Deployment examples included:

- Assisting other law enforcement agencies with high-risk search warrants for narcotics trafficking and violent felonies
- Safely arresting barricaded suspects
- Subduing disorderly suspects who refused commands and posed significant risks to others
- Conducting area canvasses for at-risk missing persons
- Gathering intelligence during large-scale public events, including protests, rallies, and holiday celebrations
- Documenting fatal collisions and major crime scenes
- Documenting storm damage
- Providing pre-storm notifications to homeless encampments
- Aiding in the search for suspects who fled the scene

Equipment Deployment Summary

Equipment Type	Number of Deployments
Lenco Bearcat Armored Rescue Vehicle	4
Unmanned Aerial Vehicle (Drone)	50
40mm Launcher with Less-Lethal Rounds	2
Robot	2
Mobile Incident Command Vehicle	4

For the detailed report and further information, please refer to Attachment C.

Requested New Equipment

- Increase Launching Cup inventory from 2 to 4. The launching cups attach to the end of an existing Remington 870 Shotgun and allow for safer deployment of chemical agents into suspect locations.
- 10 Defense Technology OC/CS Aerosol Grenade, Model # 1050. This is a new product that has significant advantages over the pyrotechnic method of chemical agent dispersal. There is virtually no risk of fire as the chemical agents are dispersed via aerosol. There is also no smoke associated with the dispersal, the vapor is clear and allows for a high level of visibility when dealing with suspects.
- Increase inventory of CTS 5230B from 25 to 50. The department is in the process of phasing out the CTS and DefTec model triple chaser munitions that were traditionally used for riot control due to their high fire risk and less precise chemical agent delivery. The CTS 5230B poses a lower fire risk and allows for a more controlled chemical agent delivery, resulting in safer deployment.

Conclusion:

Annual Report

The 2024 Police Department Annual Report highlights the exemplary level of service provided by the department while outlining the various aspects, divisions, and individuals that contribute to its success. This report not only shows the department's accomplishments but also reflects its commitment to maintaining a high standard of peace officer services in our community.

The Police Department made significant strides in returning to a balanced, community-based, and proactive approach to providing emergency services. Focusing on staffing, proactive policing and strengthening community relationships ensured a safe work environment for employees and supported them amidst a constantly changing public landscape. The department believes proper staffing, smart policing leveraging technology, and positive morale directly impact crime reduction in the city.

The police staff worked diligently to ensure the department remained trusted, supported, and healthy, both physically and emotionally. Continued education and proactive measures have helped decrease crime trends, and these efforts will persist throughout 2025. Strategies include directed patrols at problem locations, specialized operations to apprehend opportunistic criminals, and community engagement through various media to reduce victimization and increase awareness. The Police Department remains dedicated to reducing crime and safeguarding the community while upholding ethical policing in an ever-evolving legal landscape.

Military Equipment Use

The Military Equipment Use Annual report highlights the accountability and responsibility of the Police Department to only use military equipment when necessary and in accordance with law, policy and procedure. In 2024, military equipment was deployed in 52 incidents out of 35,321 total service calls, constituting approximately 0.15% of all incidents. The San Luis Obispo Police Department continues to focus on de-escalation, building rapport, and minimizing use of force to the lowest level possible.

The possession of military use equipment allows the police department to be prepared to respond to threats to our community, in a manner that protects the life and safety of the community and employees.

Previous Council or Advisory Body Action

On May 3, 2022, the City Council adopted Ordinance No. 1712, approving and adopting San Luis Obispo Police Department Policy No. 707 (military equipment use policy.) On June 20, 2023, the City Council received and filed the 2022 Police Department Crime Report and Military Equipment Use Annual Report. On August 20, 2024, the City Council received and filed the Police Department's 2023 Annual Report and AB 481 Update.

Public Engagement

The community is invited to submit comments in writing prior to the meeting regarding this item. In addition, this hearing satisfies the requirements under section Government Code 7071, et seq., and provides the most transparent summary to date of both crime and public safety information and the use and inventory of military equipment as defined under California Law.

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: 2024-25

Funding Identified: Yes

Fiscal Analysis:

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

There is no direct fiscal impact to the City related to this report. All referenced equipment is included in the Police Department’s budget which is funded through the General Fund’s annual budget appropriation adopted by the City Council. All efforts within the report are covered through the annual program allocations as outlined in the City’s Financial Plan.

ALTERNATIVES

The City Council could choose not to receive and file the Police Department Annual report. Council could determine that the Police Department Annual report does not meet their standards and direct staff to make modifications to the report. The Police Department believes that the Annual Report accurately reflects the crime statistics for the 2024 calendar year and provides a comprehensive review of departmental activities, providing transparency and accountability to the community.

The City Council could decline to adopt the draft Resolution renewing Ordinance No. 1712. If the City Council determines that one or more types of military equipment identified in the AB 481 Annual Report does not comply with the standards set forth in AB 481, the Council may disapprove renewal of the ordinance or require staff to modify the Policy No. 707. As reflected in the report, the Police Department believes that all military equipment used by the Department complies with AB 481/Government Code §7071. Non-approval of the continued use of military equipment by the police department would restrict access to tools used in the performance of law enforcement duties for the security and safety of the city.

ATTACHMENTS

- A - Draft Resolution – 2024 AB481 and Renewal of Ordinance 1712
- B - San Luis Obispo Police Department 2024 Annual Report
- C - San Luis Obispo Police Department 2024 Assembly Bill 481 Annual Report
- D - San Luis Obispo Police Department Military Use Policy 707

RESOLUTION NO. _____ (2025 Series)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN LUIS OBISPO,
CALIFORNIA, ACCEPTING THE 2024 MILITARY EQUIPMENT USE (AB 481)
ANNUAL REPORT AND RENEWING ORDINANCE NO. 1712 WITH FINDINGS OF
ONGOING COMPLIANCE WITH CITY POLICY AND STATE LAW**

WHEREAS, Assembly Bill 481 (AB 481), approved on September 30, 2021, by Governor Gavin Newsom (codified as Chapter 12.8 of the California Government Code, starting at section 7070), requires all California law enforcement agencies to have a military equipment use policy approved by the agency's governing body prior to requesting, seeking funding for, acquiring, collaborating with other jurisdictions about the deployment of military equipment, or using military equipment; and

WHEREAS, on May 3, 2022, the City Council of the City of San Luis Obispo adopted Ordinance No. 1712 (2022 Series) and approved San Luis Obispo Police Department Policy No. 707 as the Department's Military Equipment Use Policy (Policy No. 707) based on findings of compliance with AB 481; and

WHEREAS, Policy No. 707 and AB 581/Government Code §§ 7071-7072 require the Police Department to report to the City Council annually on the Department's use of military equipment; and

WHEREAS, on June 20, 2023, the City Council received and filed the 2022 Police Department Crime Report and Military Equipment Use Annual Report; and

WHEREAS, on August 20, 2024, the City Council received and filed the 2023 Police Department Crime Report and Military Equipment Use Annual Report; and

WHEREAS, on August 8, 2025, the Police Department posted the 2024 Military Equipment Use Annual Report, on the Police Department website and notified the public that the report was available for public review; and

WHEREAS, on September 2, 2025, the City Council received the 2024 Military Equipment Use Annual Report, reviewed Policy No. 707, and determined that each type of military equipment identified in the report has complied with all of the standards set forth in Government Code Section 7071(e)(1-2); and

WHEREAS, the Police Department does not recommend any changes to Policy No. 707; and

WHEREAS, the Police Department seeks authorization from the City Council for use of new or additional military equipment as identified on pages 7-8 the 2024 Military Equipment Use Annual Report.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of San Luis Obispo that the above is true and that:

SECTION 1. Findings.

1. The above-stated Recitals are adopted and incorporated herein as findings of the City Council.
2. The Police Department's use of military equipment in 2024 complied with Policy No. 707 and with the requirements of AB 481 found in Government Code § 7071.
3. The Police Department's use of military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.
4. The Police Department's military equipment use policy will continue to safeguard the public's welfare, safety, civil rights, and civil liberties.
5. The military equipment requested for use by the Police Department as identified in the 2024 Military Equipment Use Annual Report will either increase the inventory of existing approved military equipment or provide a safer alternative to existing approved military equipment. The equipment will further Policy 707's objective of officer and civilian safety. The requested equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

SECTION 2. Action. The City Council does hereby:

1. Accept the 2024 Military Equipment Annual Report.
2. Determine that the Police Department's use of military equipment in 2024 complied with Policy No. 707 and applicable state law, including Government Code 7070 *et seq.*
3. Renew Ordinance No. 1712 (2022 Series), thereby determining that Policy 707 shall remain in effect without change.
4. Authorize the Department's purchase of requested equipment identified in the 2024 Military Equipment Use Annual Report as New Equipment Acquisition per Government Code § 7072(a)(6) to preserve life and enhance the safety of citizens and officers.

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

AYES:
NOES:
ABSENT:

R _____

The foregoing resolution was adopted this _____ day of _____ 2025.

Mayor Erica 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, this _____ day of _____, _____.

Teresa Purrington
City Clerk

R _____

2024



REPORT

SAN LUIS OBISPO POLICE DEPARTMENT



CHIEF'S MESSAGE



Dear Community,

2024 proved to be a great year for the safety and security of our SLO community. In 2023, we experienced a 24% reduction in crime, and in 2024, we saw a slight increase of 3%. This report underscores the department's accomplishments, such as the 14% decrease in Part 1 violent crimes (Forcible Rape, Robbery, Aggravated assault). Overall, Part 1 crimes rose slightly in 2024 by 3% compared to 2023, driven by a 7% increase in property crimes. (Burglary, Larceny, Motor Vehicle Theft, and Arson). Part 1 crimes for 2024 were still 32% lower than in 2021, which remains great news for our community. We have successfully grown our non-sworn police patrol efforts by reimagining our Community Service Officer program. This forward looking and modern approach to least-harm policing, places six highly qualified and trained civilian officers on the streets of downtown and throughout the city. This high impact team focuses on low-level and nuisance type activity such as drinking, littering, urinating in public, and noise violations. The CSO team has led the way for creating an environment where people are safe and feel more secure all across the city.

*"San Luis Obispo
Police – In
partnership with our
community to ensure
the SLO quality of
life."*

The Community Action Team (CAT) created new opportunities for expanding their continuum of services. The City contracted with SLO County Behavioral Health to add a Licensed Psychiatric Technician (LPT) to deploy with our field team and provides field medicine and psychiatric resources directly to our unhoused community members. In addition, we invested in a new pilot program where the CAT team also now includes a non-sworn Community Service Officer. This temporary assignment is already yielding positive results, further diversifying our non-traditional approach to assisting our unhoused community and bringing a variety of services out into the community where it is needed most.

CHIEF'S MESSAGE

cont.

In 2024 City staff continued to work on the 1106 Walnut building police department expansion and improvement project. Construction is currently underway and the building is expected to be occupied early 2026 with minor improvements also being made to the 1042 Walnut facility.

The department successfully adopted a 5-year strategic plan as a result of significant community outreach and partnership, in addition to highly productive public study sessions and a leadership staff retreat. The 5-year plan officially kicked off April 1st, 2024 and includes six overarching goals:



While the plan successfully maps out the next five years and beyond, much of the work redefines the department's culture, purpose, and vision for our exciting future. With nearly 25% of the planning efforts now complete, the department is experiencing exciting advancements spanning community outreach, facilities, technology, and recruiting and retention.

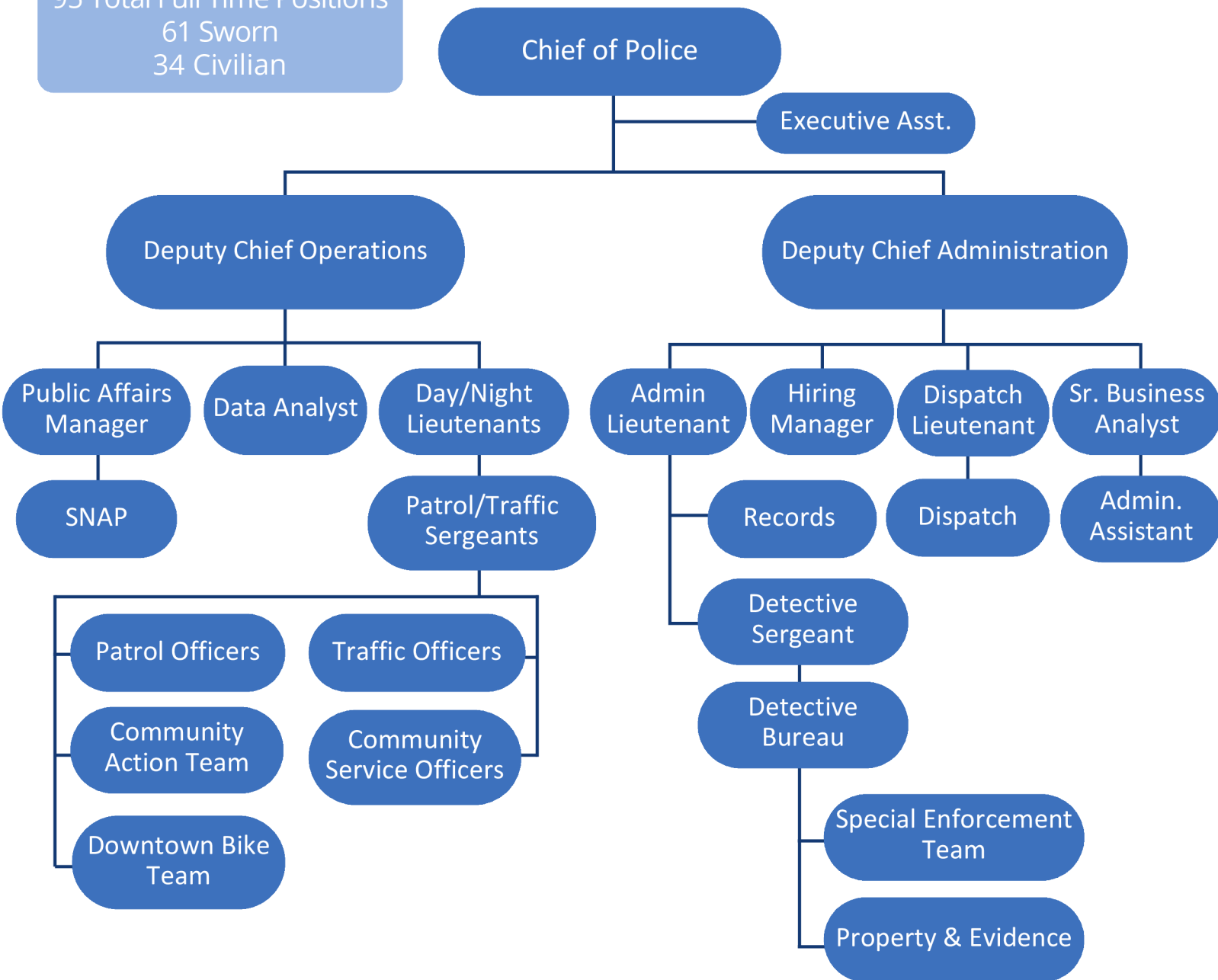
As we close out 2024 and look forward to an exceptional 2025, I want to sincerely thank the women and men of the San Luis Obispo Police Department for their dedication and passion for serving others. I also want to thank our amazing community for the support and trust placed in your police department to achieve your vision for a safer and more welcoming community which truly defines the SLO quality of life.

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ORGANIZATIONAL STRUCTURE

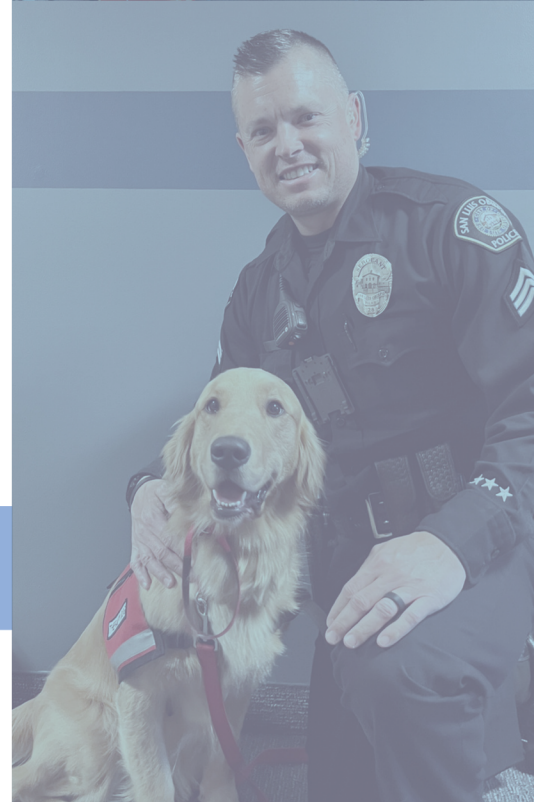
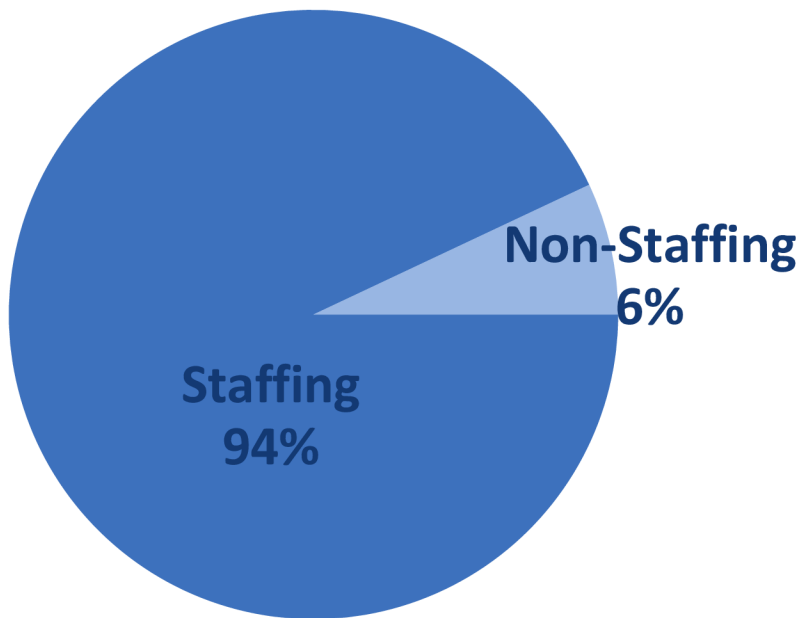
2024 Staffing:
95 Total Full Time Positions
61 Sworn
34 Civilian



FINANCIAL OVERVIEW

POLICE BUDGET

FY 2023-24 \$22,086,053



FUNDED PROGRAMS

Investigations	\$3,057,865
Neighborhood Services	\$302,867
Patrol	\$11,914,934
Administration	\$2,300,494
Support Services	\$3,596,650
Traffic Safety	\$913,242

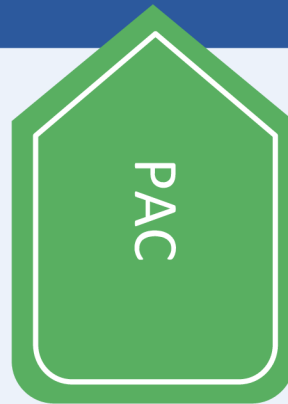
Total Budget **\$22,086,053**

A photograph of a community engagement event. In the foreground, a police officer in a dark uniform with a name tag that reads "R. SCOTT" is partially visible on the left. In the center, another police officer in a tactical vest and cap is smiling and talking to a group of people. The group includes a man in a plaid shirt, a man in a white t-shirt, and a young child in a white shirt holding a camera. They are standing on a wooden deck in front of a building. The scene is overlaid with a blue tint.

COMMUNITY ENGAGEMENT

COMMUNITY SAFETY ADVISORY COUNCIL

Community Safety Advisory
Council (CSAC)



The Community Safety Advisory Council is a collaborative initiative which brings together the department's command staff with the leadership of both the PAC and Police Roundtable to facilitate collective initiatives and cross-collaboration to best inform and advise the department on matters of policy, policing concepts, and quality of service. CSAC provides a great sounding board for the Chief of Police and elevates the voice of community members engaged in both the PAC and Roundtable and their respective constituents from across the community.

COMMUNITY SAFETY ADVISORY COUNCIL



Police Roundtable

The Roundtable is a community based group of volunteers for the purpose of regular direct interaction and effective communication between the San Luis Obispo community at large and SLOPD. The mission of the Roundtable is to act as a resource for the Chief of Police in the formation of strategies, development of policing concepts, and increasing public awareness regarding policing issues.

COMMUNITY SAFETY ADVISORY COUNCIL



The San Luis Obispo Police Advisory Committee (PAC) serves as a community-based group of advocates for the purpose of direct interaction and effective communication between the San Luis Obispo special interest community and SLOPD. The mission of the PAC is to advise the San Luis Obispo Police Department in the formation of strategies, development of policing concepts, and community outreach regarding policing and community safety and unique needs and interests of marginalized or underrepresented members of our community.

COMMUNITY EVENTS

40

The department participated in over **40** community events in 2024.

Children's Day in the Plaza

Dia de los Muertos

Cops N Kids

Autism Walk

PRIDE IN THE PLAZA

Pridefest

Law Enforcement Night at Farmers Market

Festival Mosaic

Downtown SLO costume Contest

COFFEE WITH A COP

MONDAY MEET-UP

National Night Out

Juneteenth

Spring Fling Egg Hunt

Sheriff's Day at the Ranch

Pre-School Visits

Alan Hancock Career Day

GIRL SCOUT TROOP TOURS

COMMUNITY EVENTS



COMMUNITY TRAINING



11

In 2024, the department provided over **eleven** training sessions to several community partners, which included topics such as:

Lockdown
procedures

Active Violence
Scenarios

Building security
& vulnerability
assessment



COMMUNITY SERVICE OFFICERS

The department has a total of six Community Service Officers. CSOs are civilian positions whose duties include the following:

- ✓ Assist with custody and release of property
- ✓ Respond to non-hazardous calls for service
- ✓ Provide traffic control when needed
- ✓ Provide security and other assistance at crime scenes
- ✓ Issue citations for non-moving traffic violations & enforce other violations of the City's Municipal Code

CSO Statistics for 2024

Total Citations

94

Total Arrests

314

COMMUNITY OUTREACH SOCIAL MEDIA

FOLLOW US



Instagram

15K



Facebook

23K



Nextdoor

23K



X (Twitter)

4.8K



Threads

2200

A photograph of four people standing in a wooded area with trees and foliage in the background. From left to right: a woman in a dark jacket and light-colored pants, a woman in a dark jacket and dark pants, a woman in a dark jacket and dark pants, and a man in a police uniform. The text 'COMMUNITY ACTION TEAM' is overlaid in large white letters, and 'CAT' is overlaid in large blue letters.

COMMUNITY ACTION TEAM CAT

CAT

The Community Action Team identifies problems and crime trends that negatively impact the quality of life for residents, business owners and visitors to the City of San Luis Obispo. An officer and a Community Service Officer are assigned to work with a social case worker and a Licensed Psychiatric Technician from the County, to connect people with services and resources to address housing, addiction counseling and services, food insecurity, mental health counseling and services and family reunification.

CAT works collaboratively with various organizations to address concerns and needs including other City departments, social service agencies, private businesses and non-profits.

CAT 2024 Statistics



**INDIVIDUALS
CONTACTED**
426



**LOCAL PERMANENT
HOUSING
REFERRALS**
2



**FAMILY &
AGENCY
REUNIFICATIONS**
4



**MENTAL HEALTH
OR SUBSTANCE
ABUSE
TREATMENT
REFERRALS**
201

A close-up, slightly blurred photograph of a police officer's uniform. The focus is on a dark-colored tactical vest or jacket. A silver police badge is pinned to the chest, featuring a circular design with a central emblem and the words "POLICE OFFICER" around the perimeter. A utility knife is clipped into a pocket on the right side of the vest. The background is out of focus, showing hints of greenery and a bright sky. The overall tone is professional and authoritative.

AT A GLANCE

STATISTICS

2024 AT-A-GLANCE

Part 1 Crimes

VIOLENT CRIME	2023	2024	% change
Homicide	0	0	0%
Rape	31	30	-3.2%
Robbery	44	41	-6.8%
Agg. Assault	170	139	-18%
<i>Total Year Violent</i>	<i>245</i>	<i>210</i>	<i>-14%</i>

PROPERTY CRIME	2023	2024	% change
Commercial Burglary	94	73	-22%
Residential Burglary	89	90	1%
Theft from Vehicle	225	207	-8%
Stolen Vehicle	90	77	-14%
General Theft	773	911	17.8
<i>Total Year Property</i>	<i>1271</i>	<i>1358</i>	<i>6.8%</i>

TOTAL PART 1 CRIME	1516	1568	3.4%
---------------------------	-------------	-------------	-------------

2024 AT-A-GLANCE



All calls received by dispatch

2023
105,971

2024
95,806



Police Calls for Service

2023
35,866

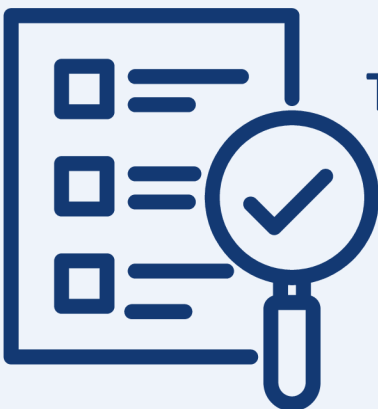
2024
35,321



Total Reports Processed by Records

2023
6,558

2024
6,847



Total Citations Processed by Records

2023
4,802

2024
5,546

2024 AT-A-GLANCE



Public Records Requests Processed

2023
78

2024
57



Property & Evidence Items Booked

2023
7,142

2024
7,839



Discovery Orders Processed

2023
979

2024
772



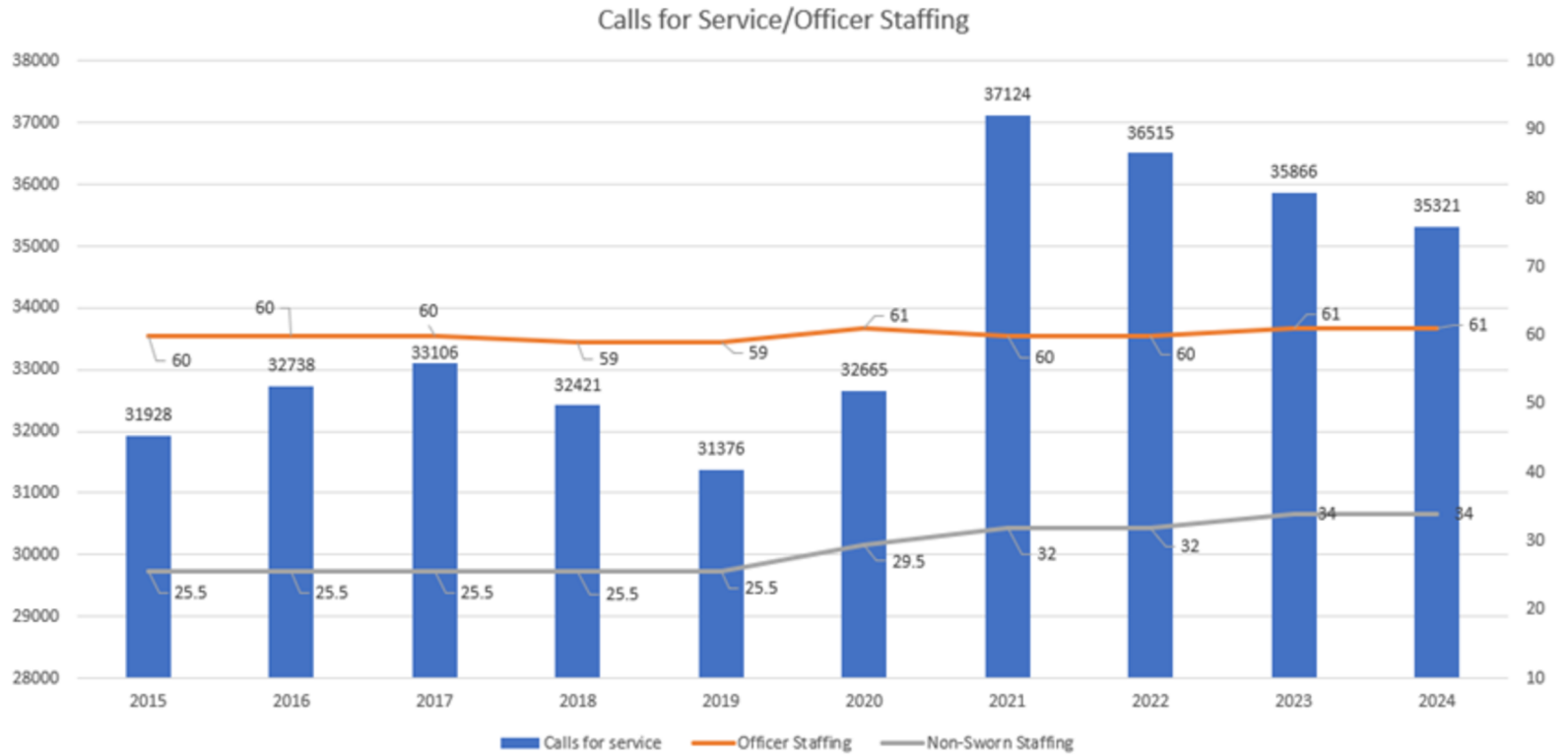
Cases Assigned to Detectives

2023
238

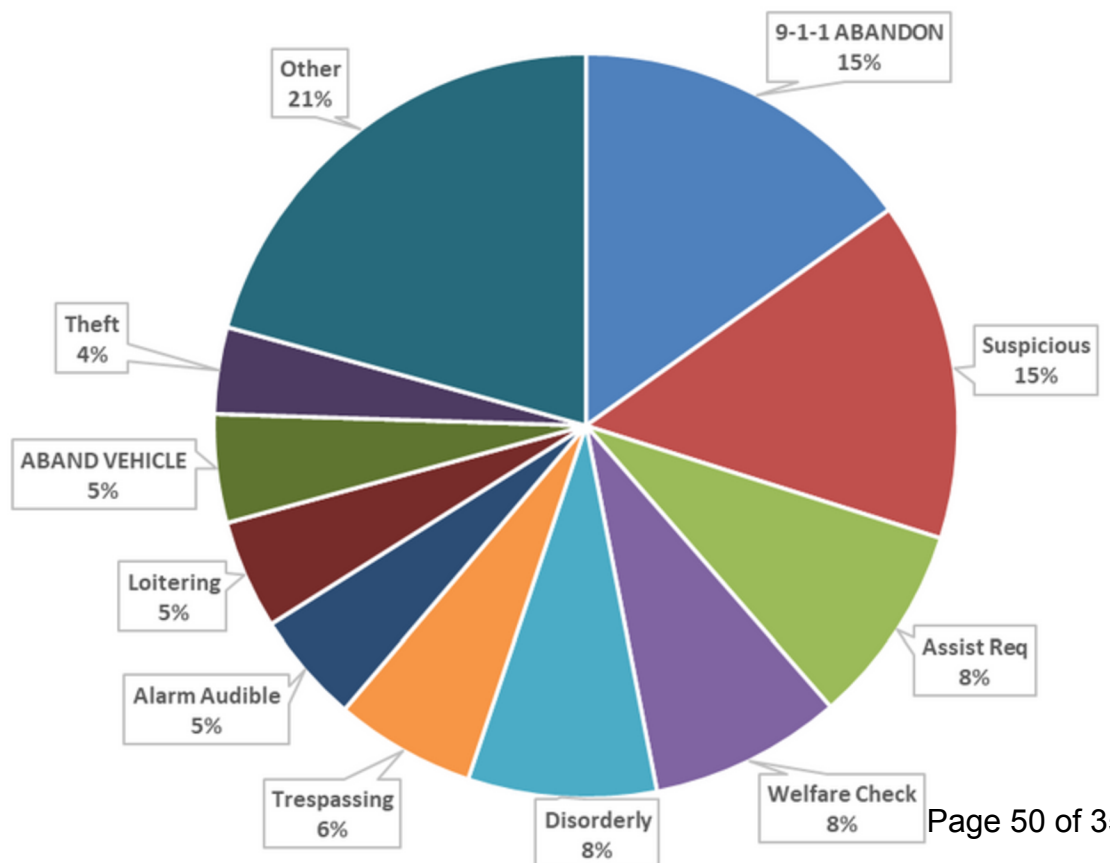
2024
203

2024 AT-A-GLANCE

Police Calls for Service and Staffing



2024 Police Calls for Service by Type



2024 AT-A-GLANCE

TRAFFIC DIVISION STATS

	2023	2024	% change
Total Collisions	430	566	32%
Vehicle Collision Fatalities	1	2	100%
Pedestrian Collisions	25	34	36%
Pedestrian Collision Fatalities	0	2	200%
Bicycle Collisions	40	54	35%
Bicycle Collision Fatalities	2	1	-50%
Traffic Citations	3,984	5,508	38%
Traffic Warnings	2,958	4,604	56%

In FY 2023-24 the **Office of Traffic Safety Grant** funded the following traffic enforcement operations:

DUI Checkpoints **2**

DUI Saturation Patrols **28**

Traffic Enforcement **14**

Distracted Driving **5**

Traffic Safety Education **2**

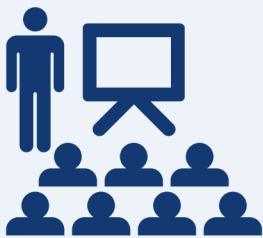
Pedestrian/Bike Enforcement **9**

2024 AT-A-GLANCE

CRISIS INTERVENTION TRAINING

The primary goals of Crisis Intervention Training (CIT) are to:

- reduce injuries to officers and mental health consumers during contacts, and
- to appropriately redirect mental health consumers to the services and support needed to stabilize lives and reduce contact with the police



In total, staff completed 400 hours of CIT training in 2024



42 employees have taken a 40-hour CIT course and the department is working to get all remaining employees through this course



BEING A GOOD NEIGHBOR

NEIGHBORHOOD STATS



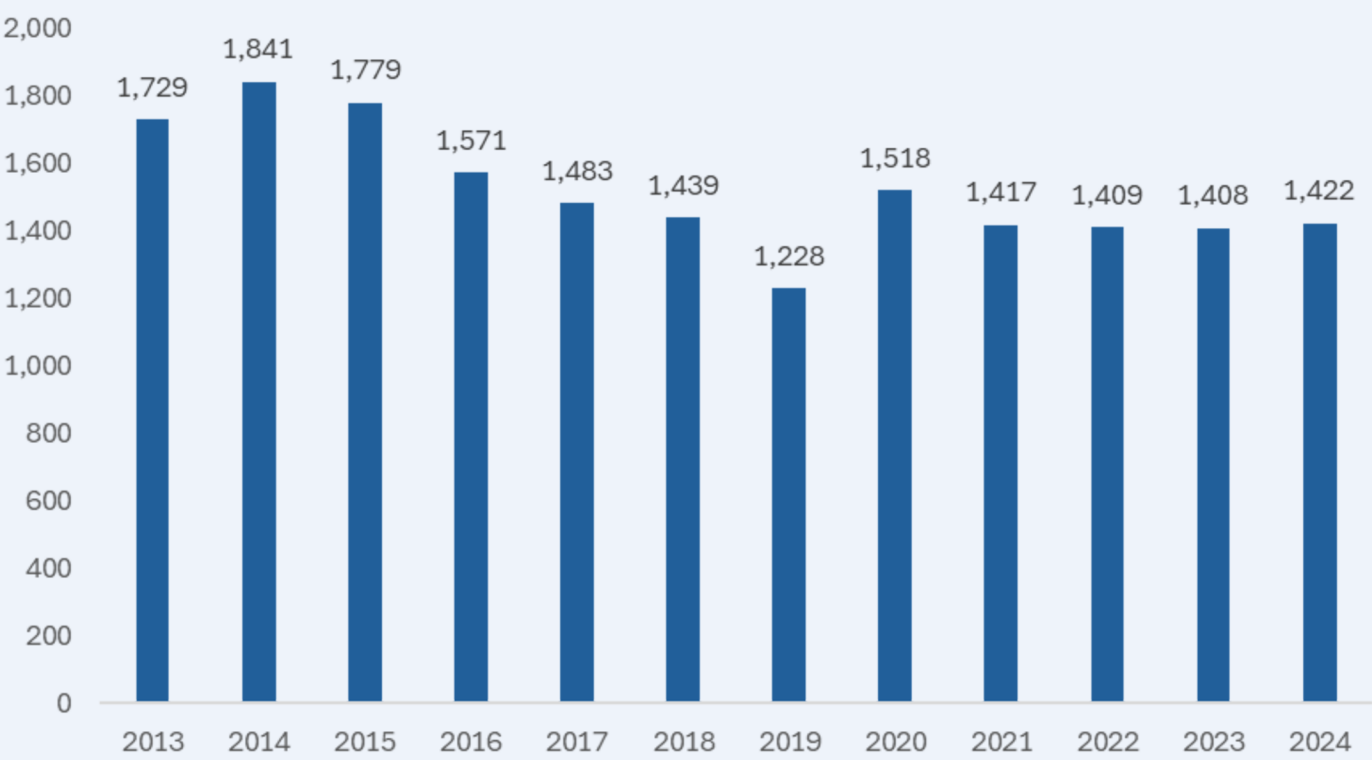
In 2024, the department received 1422 calls related to noise (party calls).

180 Noise Citations were issued

336 Disturbment Advisory Cards (DACs) issued

NOISE PARTY CALLS FOR SERVICE

2013 - 2024





TECHNOLOGY

SMART POLICING

NEW TECHNOLOGY

The department implemented new technology that improves community policing efforts and increases transparency.

Resource Router



Resource Router is a tool that automates the planning of directed patrols for all Part 1 crime data across the city.



Supervisors can review pre-generated directed patrol assignments to ensure officers are in the right place at the right time to maximize crime prevention.



The software is used to maximize limited patrol resources to gain the highest impacts and enhance community policing efforts.

The screenshot displays the Resource Router software interface. On the left is a map of a city with various streets and landmarks. Overlaid on the map are several colored squares (pink, green, yellow) representing patrol zones or areas of interest. On the right side of the interface is a control panel with multiple sections:

- VIEW** and **FILTERS** tabs at the top.
- LIST** tab showing a table of patrol assignments.
- Active Filters** section showing the current shift: From: 07/17/2024 @ 18:00:00 To: 07/18/2024 @ 06:00:00 Timezone: at location.
- Summary** section showing: PATROL AREAS: 8, PATROLS VISITED: 4, VISITS: 8, MINUTES IN PATROLS: 104.
- Table of Patrol Assignments:**

ID	Risk Forecast	Patrol StartTime
494	71685494 Resource Router 5 Zones	07/17/2024 18:00:00
499	71681499 Resource Router 5 Zones	07/17/2024 18:00:00
498	71685498 Resource Router 5 Zones	07/17/2024 18:00:00
497	71685497 Resource Router 5 Zones	07/17/2024 18:00:00
499	71685499 Resource Router 5 Zones	07/17/2024 18:00:00
495	71685495 Resource Router 5 Zones	07/17/2024 18:00:00
496	71685496 Resource Router 5 Zones	07/17/2024 18:00:00
500	71685500 Resource Router 5 Zones	07/17/2024 18:00:00

Below the table is a **SUMMARY** section:

- Patrol State:** Available
- Visits Completed:** 0 of 3
- Total Patrol Time:** 00:00

On the far right, there is a **AD HOC** section for **Bicycle Safety Lane Enforcement Chorro/Lincoln** on 07/17/2024 from 18:00:00 to 06:00:00. It shows 0 visits conducted and includes a **RISK FORECAST** section with a note: "Bikes are not stopping at stop signs or obeying other traffic laws. Please issue citations for violations."

NEW TECHNOLOGY

SPIDR Tech



SPIDR Tech is a software designed to help public safety agencies improve public relationships and gain feedback directly from those we serve.



Text messages are sent to callers through mobile-friendly surveys. The results enable the department to keep a pulse on the quality of customer service we are providing to the community.

Current Ratings

How would you rate the officer you interacted with?

4.65

OUT OF 5
1,559 Responses



How satisfied are you with the department?

4.40

OUT OF 5
2,941 Responses

How would you rate dispatch?

4.55

OUT OF 5
2,861 Responses

NEW TECHNOLOGY

SPIDR Tech cont.



47,345 messages
sent in 2024



19.8% Survey
completion rate
in 2024



88% of respondents rated their
experience as “very satisfied”

Positive Feedback

“Thank you for the very prompt resolution to my call”.

“Thank you so much for all your help”.

“Slo law enforcement is the most excellent group I've ever met”.

“Very efficient and helped me through the whole process”.

“Thanks for your prompt and informative action”.

“I was extremely satisfied with the police and the way they handled the situation especially when they explained how the system worked and also that they provided additional resources.”

“Spotted a person driving recklessly and called 911 - not sure if officers were able to locate the problem but I appreciate the professionalism of the 911 operator (and SLOPD in general)”.



RECRUITMENT & RETENTION

STAFFING

2024 Staffing Highlights



4 staff promotions



Hired 18 new employees



3 Dispatchers
3 CSOs
5 Police Officers
1 Property & Evid Tech
5 SNAP
1 Contract Community
Resources & Services
Specialist



Total Police Authorized positions:
Sworn 61, Civilian 34



A photograph of five police officers in riot gear walking on a street. The officers are wearing helmets, face shields, and tactical vests. They are walking in a line, and the background shows trees and a street. The image has a blue tint.

OFFICER WELLNESS

BEHAVIORAL HEALTH & WELLNESS

SLOPD Peer Support

The department's Peer Support Team provides a way for employees and their family members to confidentially talk about personal and professional problems with specially trained colleagues who understand and want to help. The peer support team is dedicated to creating a culture of wellness by establishing wellness-related training that engages new officers early and also reaches senior employees at important points in their careers.

The Counseling Team International

In 2024, the City contracts with TCTI to provide public safety personnel the opportunity to seek counseling services at no cost to the employee. The objective is to support and invest in the mental health and well-being of Police and Fire employees.



STRATEGIC PLAN UPDATE

STRATEGIC PLAN



The plan is a comprehensive and forward-looking roadmap that will shape the future of our agency and the community we serve.



It serves as a guiding document, outlining our goals and objectives and strategies to achieve success over the next five years.



The plan serves as a measure of our commitment to transparency and accountability.

Strategic Plan Goals



STRATEGIC PLAN

In developing the Strategic Plan, staff was also able to collaborate and create a new Vision and Purpose statement for the department.

VISION

A community partnership built on trust, focused on safety, and shared values to ensure the SLO quality of life.

PURPOSE

To safeguard our community from harm by reducing crime and ensuring dignity, equity, and justice for all we serve.

Status of Strategic Plan

20

Action Items Completed in 2024

35

Action Items in Progress



Link to Strategic Plan

STRATEGIC PLAN

POLICE ADMINISTRATIVE BUILDING

Tenant improvements are currently underway and construction is estimated to be completed fall 2025.



Building is located in a prime location, across from the existing police station.



11,000 square feet of office space with a parcel of close to an acre.



Over 30 parking spaces for staff.



The building can also be used for other City temporary office overflow if needed.

IN PARTNERSHIP WITH OUR COMMUNITY



CONNECT WITH US

slocity.org/police



joinslopd.org

SAN LUIS OBISPO POLICE DEPARTMENT

Assembly Bill 481

2024 Annual Report

(Government Code § 7072; San Luis Obispo Municipal Code Ordinance 1712)



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Definitions:

Pursuant to AB-481, the following definitions are applicable only to the Department's current military equipment inventory and potential future military equipment acquisitions for operational needs. (For a more detailed list, refer to Government Code section 7070, for "military equipment" as defined within the Assembly Bill.)

"Governing body" means the San Luis Obispo City Council and Mayor.

"Military equipment" means the following:

1. Unmanned, remotely piloted, powered aerial or ground vehicles. This definition applies to the Department's inventory of Unmanned Aircraft Systems (UAS) and SWAT robot.
2. Armored personnel carriers. However, police versions of standard consumer vehicles are specifically excluded from this definition. This definition applies to the San Luis Obispo Police Department's Lenco Bearcat.
3. Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units. This definition applies to all the Department's inventory of command and control vehicles, including but not limited to the following:
 - a) Mobile Incident Command Vehicle (MCV)
4. Battering rams, slugs, and other breaching apparatuses. However, items designed to remove a lock, such as bolt cutters, or a handheld ram designed to be operated by one person, are specifically excluded from this definition. This definition applies to all the Department's inventory of breaching shotguns, and breaching shotgun rounds, which are all maintained by the SWAT unit.
5. Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, except for standard issue service weapons and ammunition of less than .50 caliber that are issued to sworn members. This definition applies to all the Department's inventory of rifle caliber carbines, sniper rifles, and associated ammunition.
6. Any firearm or firearm accessory that is designed to launch explosive projectiles.
7. "Flashbang" grenades and explosive breaching tools, "tear gas," and "pepper balls," excluding standard, service-issued handheld OC. This definition applies to all the Department's inventory of flashbangs, pepper ball launchers and related ammunition. Additionally, this definition applies to all the Department's inventory of various chemical agents and chemical agent delivery systems maintained by the SWAT Unit and Mobile Field Force. These delivery systems are capable of dispersing chemical agents via burning, expulsion, liquid, or fog.

8. The following projectile launch platforms and their associated munitions: 40mm projectile launchers and Pepperball launchers. This definition applies to all the Department's inventory of 40 mm projectile launchers and associated munitions. This definition also applies to the Department's inventory of Pepperball launchers and associated munitions.

9. "Military equipment" does not include general equipment not designated as prohibited or controlled by the Federal Defense Logistics Agency.

"Military equipment use policy" refers to the San Luis Obispo Police Department Policy 707 which requires a publicly released, written document governing the use of military equipment by the department that addresses, at a minimum, the following:

1. A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment.
2. The purposes and authorized uses for which the Department proposes to use each type of military equipment.
3. The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment.
4. The legal and procedural rules that govern each authorized use.
5. The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any sworn member is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy.
6. The mechanisms to ensure compliance with the military equipment use policy, including which independent persons or entities have oversight authority, and, if applicable, what legally enforceable sanctions are put in place for violations of policy, the procedures by which members of the public may register complaints or concerns or submit questions about the use of each specific type of military equipment, and how the Department will ensure that each complaint, concern, or question receives a response in a timely manner.

Preface:

The San Luis Obispo Police Department retains and utilizes a wide variety of equipment which falls under the definition of AB-481. This equipment is used to assist the San Luis Obispo Police Department in its ultimate mission which is the preservation of life.

The San Luis Obispo Police Department recognizes critical incidents are unpredictable and dynamic in nature. The retention of this equipment alone also does not warrant its use for every incident. The equipment listed in this report assists with the safe and swift resolution of these incidents.

Policy and procedure dictate when the equipment may be deployed in the field, how it may be used, and which officers are authorized to use it. However not all situations can be predicted. The need for the incident commander, on-scene supervisor, or officers to deploy and utilize the equipment in a manner not outlined within policy or procedure may be necessary for the preservation of life in a rapidly evolving incident.

Further, incident commanders, supervisors, officers, and specific specialized units can authorize use of equipment for each specific incident based on the totality of the circumstances.

Executive Summary:

On September 30, 2021, the Governor of the State of California approved AB-481 requiring law enforcement agencies to obtain approval of the applicable governing body (Mayor and City Council), by adoption of a military equipment use policy. The Department is required to seek City Council approval of their military equipment use procedure by ordinance at a regular open meeting prior to taking certain actions relating to the funding, acquisition, or use of military equipment, as defined.

The bill allows the governing body to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it determines that the military equipment meets specified standards. The ordinance is subject to the annual City Council review to determine whether, based on an annual military equipment report, the standards set forth in the approving ordinance have been met. The City Council may renew the authorizing ordinance, disapprove authorization for military equipment where standards have not been met, or require modifications to the military equipment use procedure to address any non-compliance with standards.

Finally, the bill requires publication of the military equipment use procedure and the annual military equipment report on the Department's website. The military equipment use procedure must be posted on the website within 30 days of the Council meeting.

Military equipment use was recorded by the San Luis Obispo Police Department for this report from January 1, 2024, to December 31, 2024, contemporaneous and in compliance with the timelines associated with the passage of the AB-481 and

corresponding City Ordinance 1712. An inventory count was conducted in June 2025 to represent the current number of items on-hand as close as possible to the presentation of the annual report.

Summary of Use and Purpose of Use per Government Code § 7072(a)(1):

The military equipment listed on the table below was deployed operationally during the reporting period. Multiple pieces of military equipment may be deployed on the same incident.

Military equipment was used by department members to subdue disorderly suspects who refused to follow commands and posed a significant risk to others, to assist other Law Enforcement agencies to execute high-risk search warrants for narcotics trafficking and violent felony cases, to safely make arrests of barricaded suspects, conducted area canvasses for at-risk missing persons, intelligence gathering during large scale public events including protests and rallies and large-scale holiday celebrations, documented the scene of fatal collisions and major crime scenes, documented storm damage and conducted pre-storm notifications for homeless encampments, and aided in the search of suspects who fled the scene.

Military equipment was deployed on 52 total incidents (some incidents have multiple types of equipment deployed) during the reporting period. During that time, the department responded to 35,321 calls for service incidents per the department's CAD/Records Management System. Military equipment was deployed operationally on approximately 0.15% of incidents the police department responded to.

Equipment Type	Number of Deployments
Lenco Bearcat Armored Rescue Vehicle	4
Unmanned Aerial Vehicle (Drone)	50
40mm Launcher with Less Lethal Rounds	2
Pepperball Deployment	0
Robot	2
Mobile Incident Command Vehicle	4
Breaching Shotgun and Ammunition	0
Rifles	0
Noise Flash Diversionary Device (NFDD)	0
Chemical Agents	0

Refer to Appendix A for deployment information.

Summary of Complaints per Government Code § 7072(a)(2):

The department received no complaints regarding the use of military equipment during this reporting period.

Summary of Internal Audits or Policy Violations per Government Code § 7072(a)(3):

No policy violations were noted related to military equipment deployment internally or by citizen complaints.

Refer to Appendix B for audit information.

Quantity Possessed per Government Code § 7072(a)(5):

Refer to Appendix B

Summary of Annual Cost of Military Equipment per Government Code § 7072(a)(4):

Refer to Appendix C for annual cost information.

New Equipment Acquisition per Government Code § 7072(a)(6):

The department is seeking to purchase the following new items to add to our existing military equipment inventory:

- Increase Launching Cup inventory from 2 to 4. (\$100 each) The launching cups attach to the end of an existing Remington 870 Shotgun and allow for safer deployment of chemical agents into suspect locations. The munitions used with the cups pose a lower risk of fire than traditional chemical delivery methods. Increasing the total inventory to 4 will allow simultaneous deployment of chemical agents, commonly used to deny suspect access to areas of a residence.
- 10 Defense Technology OC/CS Aerosol Grenade (\$40.00 Each) Model # 1050. This is a new product that has significant advantages over the pyrotechnic method of chemical agent dispersal. There is virtually no risk of fire as the chemical agent is dispersed via aerosol. There is also no smoke associated with the dispersal, the vapor is clear and allows for a high level of visibility when dealing with suspects (clear vision of what is in the hands of suspect or suspect actions). This is an ideal munition for small rooms or vehicle barricades over what the department currently uses. It is ideal for confined spaces due to its low payload of .06%OC and 1.0 Gram of CS. This munition will significantly decrease department liability and risk in regards to chemical agent deployments.
 - https://www.defense-technology.com/wp-content/uploads/2020/06/OC_CS-Aerosol-Grenade.pdf

- Increase inventory of CTS 5230B (\$40.00 each) from 25 to 50. The department is in the process of phasing out the CTS and DefTec model triple chaser munitions that were traditionally used for riot control due to their high fire risk and less precise chemical agent delivery. The CTS 5230B poses a lower fire risk and allows for a more controlled chemical agent delivery, resulting in safer deployment.

Reporting Requirements:

AB-481, Section 7072 states the following:

(a) A law enforcement agency that receives approval for a military equipment use policy pursuant to Section 7071 shall submit to the governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter for as long as the military equipment is available for use. The law enforcement agency shall also make each annual military equipment report required by this section publicly available on its internet website for as long as the military equipment is available for use. The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

- (1) A summary of how the military equipment was used and the purpose of its use.
- (2) A summary of any complaints or concerns received concerning the military equipment.
- (3) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.
- (4) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
- (5) The quantity possessed for each type of military equipment.
- (6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

(b) Within 30 days of submitting and publicly releasing an annual military equipment report pursuant to this section, the law enforcement agency shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and the law enforcement agency's funding, acquisition, or use of military equipment

In addition to maintaining the highest levels of public safety, the San Luis Obispo Police Department is committed to transparency, public trust, community partnerships, and

compliance with the law. As such, the Department has authored the following 2023 Annual Military Equipment Report in accordance with annual reporting requirements set forth in AB-481 and Government Code 7072.

Summary of Military Equipment:

The inventory of military equipment, particularly consumable material (ammunition, diversionary devices, Less Lethal Impact Weapon – LLIM, etc.) fluctuates regularly. This is based on a variety of factors including but not limited to operational usage, operational deterioration, training, maintenance, and expiration and replenishment guidelines. The San Luis Obispo Police Department is committed to transparency in disclosing its military equipment inventory and related information to our community and elected officials in compliance with the law. The Department strives to provide the most accurate military equipment inventory and information at the time of this report's publication.

*(*NOTE: Government Code § 7070(d)(1) explicitly requires agencies to list “product descriptions from the manufacturer of the military equipment”. The manufacturer descriptions and source photos contained within are referenced via publicly accessible website source citations. The website source citations utilized in this report are for military equipment descriptive purposes only and are not an endorsement by the San Luis Obispo Police Department of a particular product or vendor, or marketing claims.)*

The following are the various types, descriptions, and guidelines for usage of military equipment currently employed by the San Luis Obispo Police Department:

Unmanned Aircraft Systems (UAS):

Unmanned Aircraft Systems (UAS): An unmanned aircraft of any type that is capable of sustaining directed flight, whether pre-programmed or remotely controlled, and all the supporting or attached systems designed for gathering information through imaging, recording or by any other means.

Capability: UAS can support first responders in any hazardous incident which would benefit from an aerial perspective. These uses could include search and rescue, barricaded suspects or high-risk tactical operations, disaster response, and video and photographic documentation of crime scenes.

Usage: The guidelines for the use of UAS are outlined in Lexipol Policy 613 and FAA Regulation 14 CFR Part 107. It is the policy of the San Luis Obispo Police Department to utilize UAS only for law enforcement purposes, and in a manner that respects the privacy of our community pursuant to state and federal law.

Training Requirements: All department UAV operators are licensed by the Federal Aviation Administration for UAS operation. In addition, each operator attends 24-hour POST certified training along with ongoing monthly department training.

Fiscal Impact: See Appendix C

Lifespan: Approximately five (5) years.

The Department currently possesses the following types of UAS:

DJI Mavic Mini (Quantity: See Appendix B)

Manufacturer: DJI

Manufacturer Description: Mavic Mini takes power and portability to the next level, offering advanced features in a compact form factor. Intelligent shooting functions and excellent image quality put aerial masterpieces within reach. Safer, smarter flight enables you to up your game while fully enjoying the creative process.



(Description and photo Source: <https://www.dji.com/mavic-mini>)

DJI Mavic 2 Enterprise Advanced (Quantity: See Appendix B)

Manufacturer: DJI

Manufacturer Description: Designed to empower a new generation of workers, the Mavic 2 Enterprise is the ultimate expression of a tool that delivers beyond expectation to meet current workplace challenges and future demands. Featuring:

- Visible & Thermal Imagery
- Integrated Radiometric FLIR Thermal Sensor
- Adjustable Parameters for Emissivity & Reflective Surfaces
- Multiple Display Modes: FLIR MSX, Infrared & Visible



(Description and photo source: <https://www.dji.com/mavic-2-enterprise?site=brandsite&from=nav>)

DJI Mavic 3 Enterprise (Quantity: See Appendix B)

Manufacturer: DJI

Manufacturer Description: The Mavic 3 Enterprise Series redefines industry standards for small commercial drones. With a mechanical shutter, a 56× zoom camera, and an RTK module for centimeter-level precision, the Mavic 3E brings mapping and mission efficiency to new heights. A thermal version is available for firefighting, search and rescue, inspection, and night operations.



(Description and photo source: <https://enterprise.dji.com/mavic-3-enterprise>)

DJI Matrice 30 Series (Quantity: See Appendix B)

Manufacturer: DJI

Manufacturer Description: The Matrice 30T integrates multiple high-performance sensors into a lightweight and portable body. Equipped with a remote controller designed for enterprise users and the newly upgraded Pilot 2 flight app, to improve the efficiency of drone operations.



(Photo and description source <https://www.dji.com/products/enterprise?site=enterprise&from=nav>)

DJI Avata (Quantity: See Appendix B)

Manufacturer: DJI

Manufacturer Description: DJI, the world's leader in civilian drones and creative camera technology, today introduces DJI Avata, a transformational new drone that offers an unparalleled experience of immersive flight. DJI Avata creates a new paradigm for first-person view (FPV) drone flight, allowing every pilot to race through the skies and feel its astonishing performance, agility, and easy control. Coupled with the new DJI Goggles 2 and the intuitive DJI Motion Controller, DJI Avata delivers a flight experience that was unimaginable until now.



(Photo and description source <https://www.dji.com/newsroom/news/dji-unveils-dji-avata-the-ultimate-immersive-drone-experience>)

Robots:

Robots: An unmanned robot of any type that is capable of being remotely controlled as well as all the supporting or attached systems designed for gathering information through imaging, recording or by any other means.

Capability: Robots can support first responders in any hazardous incident which would benefit from a ground level perspective. These uses could include barricaded suspects or high-risk tactical operations, disaster response, and use in crawl spaces or confined isolated areas to assist in searches for suspects or evidence.

Usage: Robots are generally used by the SWAT team during high-risk operations.

Training requirements: SWAT Officers authorized to operate robots are required to successfully complete a POST Certified SWAT School and are subject to classroom and practical application training in the use of the robots. Additionally, SWAT Officers regularly train on safe robot deployment in a variety of operational settings.

Fiscal Impact: See Appendix C

Lifespan: ICOR Technologies Mini Caliber Robot – 8-10 years Lifespan varies on operational usage and wear.

The Department currently possesses the following types of Robots:

ICOR Technologies – Mini Caliber (Quantity: See Appendix B)

Manufacturer: ICOR Technologies

Manufacturer Description: Lightweight, modular and one-man portable, the Mini-CALIBER® SWAT and EOD Robot is tested and recommended by the National Tactical Officers Association (NTOA).

Designed for rapid tactical missions, the robot is simple to operate and quick to deploy for searching rooms, hallways, stairwells and confined spaces. With rubber tracks and articulating front and rear flippers, the Mini-CALIBER effortlessly climbs stairs. It also includes an extendible rotating claw arm that simplifies opening door handles.



(Description and photo source: [MK3 CALIBER® - ICOR Technology - Tactical & Security Robotics Products](#))

Armored Vehicles:

BearCat: A 4X4, wheeled, armored personnel carrier capable of providing high ballistic protection, cover, limited breaching capability, and transport of officers and/or civilians at critical incidents and high-risk tactical operations.

Capability: BearCat can support first responders in any hazardous, high risk, or critical incident which would benefit from having a vehicle that provides a high level of ballistic protection.

Usage: To be used in response to critical incidents to enhance officer and community safety, improve scene containment and stabilization, rescue of citizens and personnel and assist in resolving critical incidents.

Training requirements: The use of the armored vehicle is authorized for officers during critical incidents, based on the circumstances of each individual incident. All sworn officers have access to the BearCat. Armored vehicles shall be used only by officers trained in their deployment and in a manner consistent with department policy and training. It is the policy of the San Luis Obispo Police Department to utilize armored vehicles only for law enforcement purposes, and pursuant to state and federal law.

Fiscal Impact: See Appendix C

Lifespan: Approximately 20 years depending on operational usage and wear. The Department currently possesses the following BearCat:

2004 BearCat – 2 Door Model (Quantity: See Appendix B)

Manufacturer: Lenco Manufacturer Description:

The Lenco BearCat is the standard tactical armored vehicle for special operations units within the US Law Enforcement community. The BearCat has excellent on-road driving characteristics and maneuverability in tight urban settings. The large floor plan seats 8-

10 fully equipped officers with a long list of tactical features only found on the Lenco BearCat line of armored SWAT vehicles for Police and Government.



(Description source: <https://www.lencoarmor.com/model/bearcat-g2-police-government/>)

Mobile Incident Command Vehicles (MIC)

Mobile Incident Command Vehicles:

Self-contained command posts are designed to provide the Incident Commander with a mobile base of operation.

Capability: As a mobile base of operation, these vehicles contain specialized command, control, and communications equipment to assist with this mission.

Usage: Mobile Command Vehicles are to be utilized as an Incident Command Post for planned or unplanned events, natural disasters, and for SWAT/CNT.

Training requirements: The driver/operator shall receive training in the safe handling of the vehicle on a closed training course. Once the operator has shown competence in vehicle handling, the driver/operator will drive the vehicle throughout the city with an experienced driver.

Fiscal Impact: See Appendix C

Lifespan: No lifespan indicated by manufacturer. Dependent on operational usage and wear.

The Department currently possesses the following Mobile Incident Command Vehicle:

Mobile Incident Command Trailer - (Quantity: See Appendix B)

Manufacturer: Pace American

Manufacturer Description: No description available. (Custom build)



Breaching Shotguns and Breaching Ammunition:

Breaching Shotguns and Breaching Ammunition: During crisis situations, it may become necessary for a SWAT team to facilitate an entry into a target location. It is critical the point of entry is breached quickly and as safely as possible. A quick and effective breach is one key to a successful tactical mission. In some instances, a breach initiated by a breaching shotgun loaded with specialized breaching rounds may be required to provide an added degree of safety and tactical advantage to accomplish a mission. Specialized Breaching Rounds are frangible and are designed to break into a powder form upon impact with a solid object (i.e., dead bolt lock, door frame, etc.) The Department possesses a limited inventory of Breaching Shotguns and Breaching Shotgun Ammunition. Breaching Shotguns are to be used exclusively by trained members of the SWAT Unit.

Capability: Shotgun breaching, the use of a breaching shotgun to affect a breach, can be an effective option in SWAT Unit tactics. An effective breach is a design where the least amount of breaching shotgun rounds are used and still accomplishes its goal. An effective shotgun breach can defeat fortified doors and locks. Effective breaching techniques allow tactical officers immediate entry with minimal risk to victims, officers, and suspects.

Usage: Breaching shotguns are to be exclusively used by the SWAT Unit. Breaching shotguns are used to breach doors expeditiously and can be used in response to barricaded suspects, hostage rescue incidents, and active shooters. Breaching shotguns are considered firearms and can be utilized as such when operated in accordance with department policy.

Training requirements: SWAT Officers that are trained in the use of breaching shotguns must successfully complete a POST certified SWAT school. Furthermore, SWAT Officers must undergo regular classroom and live fire proficiency training in its application.

Fiscal Impact: See Appendix C

Lifespan:

Remington 870 Express Shotgun – Fifteen (15) years

Benelli M4 Shotgun – Fifteen (15) years

Royal Arms TESAR-2 Frangible Breaching Ammunition – Five (5) years

The Department currently possesses the following breaching shotguns and breaching shotgun ammunition:

Remington 870 Express – modified 12-gauge breaching shotgun (Quantity: See Appendix B)

Manufacturer: Remington

Manufacturer Description:

The Remington 870 Police Magnum pump-action shotgun is a rugged 12- gauge with a short, tactical 18” barrel backed by a stout 3” chamber. The all-matte black gun is Parkerized for generalized durability and rust-resistance. Both the pump action fore-end and stock are robust and tough synthetic.



(Description and photo source: <https://www.gunbroker.com/Remington-870-Police/search?Keywords=Remington%20870%20Police&s=f>)

Benelli M4 –12-gauge semi-automatic shotgun (Quantity: See Appendix B)

Manufacturer: Benelli

Manufacturer Description:

Benelli's M4 Tactical is a unique, Auto-Regulating-Gas-Operated (A.R.G.O.) semi-automatic shotgun, upon which the U.S. Marine Corps depends. It comes standard with a picatinny rail and pistol-grip stock. Other features include a fully adjustable ghost-ring aperture rear sight and windage-adjustable front sight. The M4 is now available in a weather-defying Titanium-Cerakote



finish.

(Description and photo source: [M4 Tactical Shotguns | Benelli Shotguns and Rifles \(benelliusa.com\)](http://benelliusa.com/M4-Tactical-Shotguns))

TESAR-2 Breaching Shotgun Rounds - Model FE183 (Quantity: See Appendix B)

Manufacturer: Royal Arms International

Manufacturer Description: Black Cap 2-3/4" 425 Grain Compressed Copper Frangible 12 Ga Shotgun Slug.

- Slug Material: Copper Powder
- Velocity: 1,525 Ft p/sec -18" Barrel
- Use: For Metal Doors, Locks & Hinges
- Defeats: Heavy Locks, Deadbolts and Hinges (Solid Oak – Steel Doors)



(Description and photo source: <https://royalarms.com/shop/black-cap-420-gr-copper-frangible-12-round-box/>)

Patrol Rifles:

Patrol Rifles: A semi-automatic shoulder-fired long gun that fires a rifle caliber cartridge. The Department-approved AR-15 style weapon system is designed to fire a .223/5.56 caliber projectile.

Capability: The rifle caliber carbine provides officers the ability to engage hostile suspects at distances generally greater than the effective distance of their handguns. Additionally, AR-15 rifles offer advantages over handguns, such as increased accuracy potential and the ability to defeat soft body armor but are not appropriate for every situation.

Usage: The usage guidelines for AR-15 rifles are outlined in Lexipol Policy 434. Only Officers who have completed a POST certified course, mandated department training and have qualified are authorized to use a patrol rifle.

Training Requirements: Prior to using a patrol rifle, officers must be certified by POST instructors in the operation of the rifle. Additionally, all officers who operate any rifle are required to pass a range qualification once a year. The training requirements for patrol rifles are outlined in Lexipol Policy 434. It is the policy of the San Luis Obispo Police Department to utilize rifles only for law enforcement purposes, and pursuant to state and federal law regarding the use of force.

Fiscal Impact: See Appendix C

Lifespan:

Rifles – Fifteen (15) years

The Department currently possesses the following patrol rifles:

Colt Carbine AR-15 (Quantity: See Appendix B)

Manufacturer: Colt Manufacturing LLC

Manufacturer Description:

Throughout the world today, Colt's reliability, performance, and accuracy provide our Armed Forces the confidence required to accomplish any mission.

11.5-16" barrels



(Description and source photo: <https://www.colt.com/detail-page/colt-le6920-carbine-223556-161-301-pmag-mbus-4-pos-stk-blk>)

SWAT Rifles:

Colt Carbine M4 (Quantity: See Appendix B)

Manufacturer: Colt Manufacturing LLC

Manufacturer Description: Rapid response, maneuverability, and enhanced firepower play a major part in joint and coalition operations in modern warfare. Colt's M4 Commando carbines epitomize modern warfare's emphasis on "Get In and Get Out". They were designed to exploit firepower capability in confined spaces where lightweight mobility, speed and violence of action rule.

The Commando can be comfortably carried with its 11.5" barrel yet be instantly available to provide the type of firepower required to outmatch combatants. Because it provides full 5.56mm power and accuracy in a very compact sub-machine gun size weapon, the Commando is often chosen over smaller less powerful sub-machine guns.

Regardless of the application, the Colt M4 Commando provides the superior qualities that will enable operators to accomplish an increasingly wide range of combat missions.



(Description and source photo: <https://www.colt.com/detail-page/commando-556mm-115-301>)

Accuracy International .308 Bolt Action Rifles:

.308 Bolt Action Rifles: A shoulder-fired rifle with precision optics that fires a .308 Winchester cartridge.

Capability: The .308 Bolt Action rifle provides SWAT Snipers with the ability to engage hostile suspects at great distances with accuracy.

Usage: .308 Bolt Action rifles are to be used exclusively by officers assigned to the SWAT Sniper Team. These rifles are typically deployed with the SWAT Sniper Team during high-risk SWAT operations and special events or instances wherein Sniper overwatch teams are needed.

Training Requirements: SWAT Snipers must successfully complete a POST certified SWAT school. San Luis Obispo Police Department Snipers must also complete a POST certified sniper school and regularly train and qualify with various weapons systems including the .308 Bolt Action rifle to maintain proficiency.

Fiscal Impact: See Appendix C

Lifespan: Accuracy International – Barrel life rated to approximately 5-10 years. No lifespan indicated by the manufacturer. Lifespan varies on operational usage and wear.

The Department currently possesses the following .308 Bolt Action rifles:

Accuracy International - .308 Bolt Action Rifle (Quantity: See Appendix B)

Manufacturer: Accuracy International

Manufacturer Description: A bolt-action, high accuracy, long range, scoped rifle that fires a .308 caliber round with precision used by SWAT snipers. Fixed Stock, 16.5" barrel, standard adjustable cheekpiece, fixed butt pad with spacers, pistol grip, flush cup sling attachments points, double chamber stand muzzle break, and 10 round magazines. Manufacturer Description: The AT (Accuracy Tactical) continues the legacy of the combat proven AW308 and takes the AW to new levels. The standard model has a fixed stock with 24 inch, quick change, plain barrel. There are options for color, folding stock, barrels and suppressors and many accessories, which can be added. The AT is ideal for Law Enforcement and civilian users. (Our model is LE only, and features a folding stock and 16.5" barrel)



(Photo and description source: [AT308 \(accuracyinternational.com\)](https://www.accuracyinternational.com))

Daniel Defense .308 Semi-Automatic Rifle:

.308 Semi-Auto Rifle: A shoulder-fired rifle with precision optics that fires a .308 Winchester cartridge.

Capability: The .308 semi-auto rifle provides SWAT Snipers with the ability to engage hostile suspects at great distances with accuracy.

Usage: .308 rifles are to be used exclusively by officers assigned to the SWAT Sniper Team. These rifles are typically deployed with the SWAT Sniper Team during high-risk SWAT operations and special events or instances wherein Sniper overwatch teams are needed.

Training Requirements: SWAT Snipers must successfully complete a POST certified SWAT school. San Luis Obispo Police Department Snipers must also complete a POST certified sniper school and regularly train and qualify with various weapons systems including the .308 rifle to maintain proficiency.

Fiscal Impact: See Appendix C

Lifespan: Daniel Defense – Barrel life rated to approximately 5-10 years. No lifespan indicated by the manufacturer. Lifespan varies on operational usage and wear.

The Department currently possesses the following .308 semi-auto rifles:

Daniel Defense - .308 semi-auto Rifle (Quantity: See Appendix B)

Manufacturer: Daniel Defense

Manufacturer Description: The DD5 V4, chambered in either 6.5 Creedmoor or 7.62x51mm NATO, provides users of the Daniel Defense semi-automatic platform even

greater long-range precision shooting capability. This highly accurate and durable rifle includes an adjustable gas block that allows for a consistent feel whether shooting suppressed or unsuppressed. The perfected bolt carrier group reduces overall recoil impulse and is easy to maintain and operate in all conditions.



(Photo and description source: [Daniel Defense, AR-10, DD5 V4, 7.62 | Daniel Defense](#))

Barrett .50 Caliber Semi-Automatic Rifle:

.50 Semi-Auto Rifle: A shoulder-fired rifle with precision optics that fires a .50 Barrett cartridge.

Capability: The .50 semi-auto rifle provides SWAT Snipers with the ability to disable vehicles.

Usage: .50 caliber rifles are to be used exclusively by officers assigned to the SWAT Sniper Team. These rifles are used for disabling a vehicle in incidents where lethal force is justified, and no other reasonable means exist to stop the vehicle to protect innocent life.

Training Requirements: SWAT Snipers must successfully complete a POST certified SWAT school. San Luis Obispo Police Department Snipers must also complete a POST certified sniper school and regularly train and qualify with various weapons systems including the .50 caliber rifle to maintain proficiency.

Fiscal Impact: See Appendix C

Lifespan: Barrett 82A1M – Fifteen (15) years

The Department currently possesses the following .50 caliber semi-auto rifles:

Barrett - .50 semi-auto Rifle (Quantity: See Appendix B)

Manufacturer: Barrett

Manufacturer Description: Engineered as the first shoulder fired semi-automatic 50 BMG rifle, the Model 82A1 has been proven in combat in every environment from the snow covered mountains, to the desolate deserts, and everything in between. Its low felt

recoil and reliable repower delivers on target with every pull of the trigger. More than just a rifle, the Model 82 is an American icon.



(Photo and description source: [Model 82A1® - Barrett Firearms](#))

Heckler and Koch MP5:

9mm SMG: A shoulder-fired submachine gun with precision optics that fires a 9mm round.

Capability: The MP5 has a barrel that is longer than a pistol but shorter than a rifle, which provides a trained SWAT officer with better control inside of a structure with greater accuracy than a handgun.

Usage: MP5 SMG's are to be used exclusively by officers assigned to the SWAT Team. These weapons are used in incidents where lethal force is justified to protect innocent life.

Training Requirements: SWAT Officers must successfully complete a POST certified SWAT school and regularly train and qualify with various weapons systems including the MP5 SMG to maintain proficiency.

Fiscal Impact: See Appendix C

Lifespan: H&K MP5 – Fifteen (15) years

The Department currently possesses the following SMG's:

MP5 – 9mm Submachine gun (Quantity: See Appendix B)

Manufacturer: Heckler & Koch

Manufacturer Description Developed by Heckler & Koch in the mid-1960s, the 9 mm MP5 submachine gun uses the same delayed blowback operating system found on the famous HK G3 automatic rifle. Reliability, accuracy, ease of handling, simple maintenance, and safety — all the elements of HK excellence are highlighted on the MP5. Firing from the closed-bolt position in all modes of fire make MP5 submachine guns extremely accurate and controllable.



(Photo and description source: [MP5 - Heckler & Koch \(hk-usa.com\)](http://hk-usa.com))

Rifle & Pistol Ammunition:

Rifle Ammunition: Rifle ammunition manufactured specifically for rifles chambered in 5.56/.223 Remington or .308 Winchester. Pistol ammunition manufactured specifically for 9mm luger. (Used in the MP5)

Capability: 5.56/.223 or .308 rifle ammunition used in conjunction with an AR-15 type rifles or .308 sniper rifles provides officers the ability to engage hostile suspects at distances generally greater than the effective distance of their handguns. Rifle ammunition fired from AR-15 rifles, or .308 sniper rifles offers advantages over handguns, such as increased accuracy potential and the ability to defeat soft body armor but are not appropriate for every situation.

Usage: To project a force against a selected target to have an effect, potentially lethal. Officers shall carry only department issued ammunition on duty. Officers shall be issued fresh duty ammunition in the specified quantity yearly. Use is established under Lexipol Policy 311. It is the policy of the San Luis Obispo Police Department to utilize ammunition only for official law enforcement purposes, and pursuant to state and federal law, including those regarding the use of force.

Training Requirements: All sworn personnel are required to qualify annually with their duty weapons (pistol and rifle, if assigned) on an approved course of fire.

Fiscal Impact: See Appendix C

Lifespan: Approximately 5-year shelf life.

The Department currently possesses the following types of rifle/SMG duty and training ammunition:

HORNADY ELD TAP PRECISION 168 GRAIN (Quantity: See Appendix B)

Manufacturer: Hornady Ammunition

Manufacturer Description: (a) .308 Winchester, polymer tip, 2582 feet per second muzzle velocity, brass casing, high accuracy round, for duty use in SWAT sniper rifles. Hornady 308 WIN TAP 168 gr. ELD MATCH TAP PRECISION ammunition was designed as an improvement on the 168 gr. A-MAX TAP PRECISION load by incorporating the new ELD Match bullet. The 168 gr. ELD Match bullet with Heat Shield tip delivers the excellent terminal performance TAP Precision is known for, but features a resilient, heat resistant polymer tip that improves the ballistic coefficient, resulting in higher impact velocities, less drop, less wind drift, and more energy on target.



(Description and photo source: <https://www.hornadyle.com/>)

HORNADY TAP SBR 75 GRAIN (Quantity: See Appendix B)

Manufacturer: Hornady Ammunition

Manufacturer Description: 5.56 NATO, 2270 feet per second muzzle velocity, brass casing, barrier penetrating round, for duty use in SWAT sniper rifles. TAP® SBR™ is designed specifically for 10.5"-11.5" SBR's by using proprietary propellant technology and a bullet designed with technology from industry leading Critical Duty® FlexLock® bullets. TAP® SBR™ provides exceptional ammunition performance in SBR's suppressed or unsuppressed, with virtually no flash or residue, dramatically reduced sound signature, will not foul or overheat suppressors, uniform velocity and accuracy, and provides controllable rate of fire in automatic platforms. Designed to meet the

requirements of the FBI protocol, TAP® SBR™ is the optimum choice for 10.5"-11.5" barreled 5.56 rifles.



(Description and photo source: <https://www.hornadyle.com/>)

Winchester Ranger Law Enforcement 55 Grain, .223 (Quantity: See Appendix B)

Manufacturer: Winchester

Manufacturer Description: .223 Remington, full metal jacket, 3240 feet per second muzzle velocity, brass casing. used in department-issued rifles as training ammunition.



(Description and photo source: [USA223L1 | Winchester Ammunition](https://usa223l1.winchesterammunition.com/))

Barrett M33 - 661 GRAIN .50 Caliber (Quantity: See Appendix B)

Manufacturer: Barrett

Manufacturer Description: Our 50 BMG ammunition is ready for action. Encased in Barrett head-stamped brass, every cartridge is loaded with noncorrosive powder and primers as well as a 661 gr projectile using state-of-the-art machinery.



(Description and photo source [50 BMG - Barrett Firearms](#))

Hornady 135 Grain, 9mm (Quantity: See Appendix B)

Manufacturer: Hornady

Manufacturer Description: The patented Hornady® Flex Tip® design eliminates clogging and aids bullet expansion. A large mechanical jacket-to-core InterLock® band works to keep the bullet and core from separating for maximum weight retention, excellent expansion and consistent penetration and terminal performance through all FBI test barriers. The FlexLock® is an “intelligent bullet” that reacts differently depending on the barrier it encounters, delivering “barrier blind” performance after penetrating urban barriers such as plywood, sheet metal and even auto glass.



(Description and photo source [9MM Luger +P 135 gr FlexLock® Critical Duty® - Hornady Manufacturing, Inc](#))

Winchester 115 Grain, 9mm FMJ (Quantity: See Appendix B)

Manufacturer: Winchester

Manufacturer Description: Backed by generations of legendary excellence, Winchester "USA White Box" stands for consistent performance and outstanding value, offering high-quality ammunition to suit a wide range of hunter's and shooter's needs.



(Description and photo source [Q4172 | Winchester Ammunition](#))

Diversiónary Devices (Flashbangs)

Diversiónary Devices (Flashbangs): Canisters that emit a loud noise and bright light.

Capability: Diversiónary Devices can release large amounts of stored energy in the form of heat, light, pressure, and noise. They are intended to temporarily distract, confuse, and disorientate subjects. They can also be used as “attention-getting” devices. A diversionary device is ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations producing atmospheric over-pressure and brilliant white light, and as a result, can cause short-term (6-8 seconds) physiological/psychological sensory deprivation to give officers a tactical advantage.

Usage: Diversiónary devices shall only be used:

By officers who have been trained in their proper use

In hostage and barricaded situations

In high-risk warrant (search/arrest) service where there may be extreme hazards to officers

During high-risk situations where use would enhance officer safety.

During training exercises

Training Requirements: Prior to use, officers must attend in-house diversionary device training conducted by certified instructors.

Fiscal Impact: See Appendix C

Lifespan: Five (5) year limited warranty. Five (5) year shelf life.

The Department currently possesses the following types of Diversionary Devices:

Combined Tactical Systems 9-Bang Diversionary Device (Quantity: See Appendix B)

Manufacturer: Combined Tactical Systems

Manufacturer Description: The 7290-9 Flash-Bang exhibits a non-bursting, non-fragmenting multi-bang device that produces a thunderous bang with an intense bright light. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations. The unit has a 175db output and produces 6-8 million candelas of light.



(Photo and description source <https://www.combinedsystems.com/product/7290-9-flash-bang-aluminum-body-9-bang-priced-individually-must-order-in-quantities-of-12/>)

Defense Technology Low Roll Diversionary Device (Quantity: See Appendix B)

Manufacturer: Defense Technology

Manufacturer Description: The Non-Reloadable Distraction Device® unit incorporates an M201A1 type fuze with hex design gun steel body. This is compact version of the 8933 Low Roll® body Distraction Device is the newest version of the first reusable non-bursting canister that limits movement and rolling once deployed. The compact Distraction Device fits safely in your hand and packs all the power of the full-size Distraction Device. This is a smaller, lighter device with the same output.



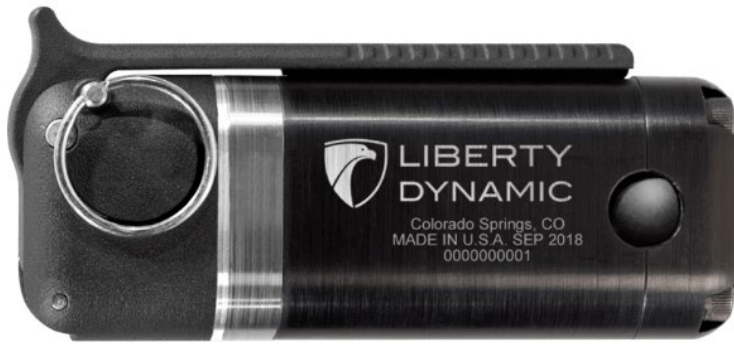
(Photo and description source [Low Roll® 12-Gram Non-Reloadable Distraction Device® w/Safety Clip - Defense Technology \(defense-technology.com\)](http://defense-technology.com/w/Safety%20Clip%20-%20Defense%20Technology))

Liberty Dynamic Low Roll Diversionary Device (Quantity: See Appendix B)

Manufacturer: Liberty Dynamic

Manufacturer Description: Deployment mechanics match existing flashbangs, therefore minimal training will be required. A digital "smart" fuse improves operational control through increased adaptability and a 0-delay deviation. The smart fuse can be factory programmed to any delay length. Emitting a powerful and disorienting report, the Enhanced Noise Flash Diversion Device's energetic sound and light output surpasses industry standards. The output is also factory scalable to specification (Tested to 184db). Semi-flat ergonomic design promotes improved target accuracy as the device does not roll after deployment. LED indicator lights provide device condition feedback.

Liberty Dynamic's Enhanced Noise Flash Diversion Devices are reloadable, thereby reducing overall operating costs. Safe and inexpensive reloadable training cartridges enable personnel to be more adequately trained while still maximizing cost-effectiveness.



(Photo and description source [The Safer & Smarter Tactical Flashbang Diversionary Device | Liberty Dynamic](#))

Chemical Agents, Smoke Canisters:

Chemical Agents and Smoke Canisters: Canisters that contain chemical agents that are released when deployed. Chemical agents can include irritants such as Chlorobenzalmalononitrile (CS) or an inflammatory agent such as Oleoresin Capsicum (OC) or Pava (synthetic OC). Chemical agents can be liquid, powder, or gaseous. Delivery systems can be pyrotechnic, blast dispersion, OC Fogger, or aerosol.

Capability: Depending on the delivery method, chemical agents are capable of being introduced in proximity or from a distance. Depending on the type of delivery system and/or quantity, chemical agents can be used to saturate individual suspects, violent crowds, or areas of varied size to also include structures.

Usage: Situations for the use of chemical agents may include but are not limited to:

Self-destructive, dangerous and combative individuals

Riot/crowd control and civil unrest incidents (see below)

Circumstances where a tactical advantage can be obtained

Potentially vicious animals

Training exercises or approved demonstrations.

Chemical agents can also be used to prevent an armed suspect from accurately firing at citizens and/or officers. They can also be used in limited instances during civil unrest when objectively reasonable to defend against a threat to life or serious bodily injury to any individual, including the officer, or to bring an objectively dangerous and unlawful situation safely and effectively under control. See Penal Code 13652. Chemical agents are uses are governed under Lexipol Policy. It is the policy of the San Luis Obispo

Police Department to utilize chemical agents only for official law enforcement purposes, and pursuant to state and federal law, including those regarding the use of force.

Training Requirements: Officers utilizing chemical agent canisters attended a POST certified school in deploying less lethal and chemical agent munitions.

Fiscal Impact: See Appendix C

Lifespan: Combined Tactical Systems (CTS) Chemical Agent Canisters and Munitions – Five (5) year limited warranty. Five (5) year shelf life.

Note: Due to manufacturing shortages and supply chain issues, some chemical munitions have been replaced with similar versions from Defense Technology.

The Department currently possesses the following types of Chemical Agent & Smoke Canisters:

CTS Smoke Canister #5210B (Quantity: See Appendix B)

Manufacturer: Combined Tactical Systems

Manufacturer Description: Pyrotechnic smoke grenade used for concealment or as a signaling device.



(Photo and description source: [5210 - White Smoke Canister Grenade - Combined Systems](#))

CTS Triple-PHASER CS Canister #5231 (Quantity: See Appendix B)

Manufacturer: Combined Tactical Systems

Manufacturer Description: CS Triple Phaser canister grenade is a large diameter grenade consisting of 3 separate aluminum canisters pressed together with separate

charges between each canister. When deployed, the grenade will separate over a broad space to give a wider area of coverage. Can be launched or thrown.



(Photo and description source: [5231 - Triple Phaser CS Smoke Grenade - Combined Systems](#))

CTS Riot CS Canister #5230 (Quantity: See Appendix B)

Manufacturer: Combined Tactical Systems

Manufacturer Description: Large diameter burning grenade that discharges a high volume of smoke and chemical agent through multiple emission ports. Specifically for outdoor use and should not be deployed on rooftops, in crawl spaces or indoors due to potential fire hazard. Can be hand thrown or launched. Discharge duration can reach up to 40 seconds.



(Photo and description source: [5230- CS Canister Grenade - Combined Systems](#))

CTS Riot CS Canister #5230B (Quantity: See Appendix B)

Manufacturer: Combined Tactical Systems

Manufacturer Description: Pyrotechnic grenade designed for indoor use delivering a maximum amount of irritant smoke throughout multiple rooms with minimal risk of fire.



(Photo and description source: [5230B- CS Baffled Canister Grenade, Pyro, Low Flame Potential - Combined Systems](#))

Defense Technology Triple-Chaser CS (Quantity: See Appendix B)

Manufacturer: Defense Technology

Manufacturer Description: The Triple-Chaser® CS consists of three separate canisters pressed together with separating charges between each. When deployed, the canisters separate and land approximately 20 feet apart allowing increased area coverage in a short period of time. This grenade can be hand thrown or launched from a fired delivery system. The grenade is 6.5 in. by 2.7 in. and holds an approximately 3.2 oz. of active agent payload. It has an approximate burn time of 20-30 seconds.



(Photo and description source <https://www.defense-technology.com/product/triple-chaser-separating-canister-cs/>)

Defense Technology Military Max Smoke (Quantity: See Appendix B)

Manufacturer: Defense Technology

Manufacturer Description: The Military-Style Maximum Smoke Grenade comes from the Defense Technology® #3 smoke grenade. It is a slow burning, high volume, continuous discharge grenade designed for outdoor use in crowd management situations. Emits grey-white smoke only for approximately 1.5 to 2 minutes.



(Photo and description source <https://www.defense-technology.com/product/maximum-smoke-hc-military-style-canister/>)

Defense Technology Riot Control CS (Quantity: See Appendix B)

Manufacturer: Defense Technology

Manufacturer Description: The Riot Control CS Grenade is designed specifically for outdoor use in crowd control situations with a high volume continuous burn that expels its payload in approximately 20-40 seconds through four gas ports located on the top of the canister. This grenade can be used to conceal tactical movement or to route a crowd. The volume of smoke and agent is vast and obtrusive. This launchable grenade is 6.0 in. by 2.35 in. and holds approximately 2.7 oz. of active agent.



(Photo and description source <https://www.defense-technology.com/product/riot-control-continuous-discharge-grenade-cs/>)

Defense Technology Flameless Tri-Chamber OC (Quantity: See Appendix B)

Manufacturer: Defense Technology

Manufacturer Description: Designed for law enforcement and corrections, the OC Flameless Tri-Chamber Pyrotechnic Grenade combines the effectiveness of Oleoresin Capsicum (OC) as an incapacitating agent with the flexible delivery methods, range and area coverage of pyrotechnic munitions. The OC Flameless Tri-Chamber Grenade can

be used in crowd control, or barricade situations, as a less lethal solution to incapacitate subjects through temporary respiratory discomfort, while reducing or negating the chance of fire to structures. The Tri-Chamber Flameless Grenade can be used in crowd control as well as tactical deployment situations by Law Enforcement and Corrections but was designed with the barricade situation in mind. Its applications in tactical situations are primarily to detect and/or dislodge barricaded subjects. The purpose of the Tri-Chamber Flameless Grenade is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. The Tri-Chamber Flameless Grenade provides the option of delivering a pyrotechnic chemical device indoors, maximizing the chemicals' effectiveness via heat and vaporization, while minimizing or negating the chance of fire to the structure.



(Photo and description source <https://www.defense-technology.com/product/flameless-tri-chamber-oc-grenade/>)

Defense Technology Flameless Tri-Chamber SAF-Smoke (Quantity: See Appendix B)

Manufacturer: Defense Technology

Manufacturer Description: The design of the Tri-Chamber Flameless Saf-Smoke™ Grenade allows the contents to burn within an internal can and disperse the agent safely with reduced risk of fire. The grenade is designed primarily for indoor tactical situations to detect and/or dislodge a barricaded subject. This grenade will deliver approximately .70 oz. of agent during its 20-25 seconds burn time. The Tri-Chamber Flameless Grenade can be used in crowd control as well as tactical deployment situations by Law Enforcement and Corrections but was designed with the barricade situation in mind. Its applications in tactical situations are primarily to detect and/or dislodge barricaded subjects. The purpose of the Tri-Chamber Flameless Grenade is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. The Tri-Chamber Flameless Grenade provides the option of delivering a pyrotechnic chemical device indoors, maximizing the chemicals' effectiveness via heat and vaporization, while minimizing or negating the chance of fire to the structure.

The Tri-Chamber Flameless Grenade is NOT to be launched utilizing a launching cup.



(Photo and description source <https://www.defense-technology.com/product/flameless-tri-chamber-saf-smoke-grenade/>)

Defense Technology Flameless Tri-Chamber CS (Quantity: See Appendix B)

Manufacturer: Defense Technology

Manufacturer Description: The design of the Tri-Chamber Flameless CS Grenade allows the contents to burn within an internal can and disperse the agent safely with reduced risk of fire. The grenade is designed primarily for indoor tactical situations to detect and/or dislodge a barricaded subject. This grenade will deliver approximately .70 oz. of agent during its 20-25 seconds burn time. The Tri-Chamber Flameless Grenade can be used in crowd control as well as tactical deployment situations by Law Enforcement and Corrections but was designed with the barricade situation in mind. Its applications in tactical situations are primarily to detect and/or dislodge barricaded subjects. The purpose of the Tri-Chamber Flameless Grenade is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. The Tri-Chamber Flameless Grenade provides the option of delivering a pyrotechnic chemical device indoors, maximizing the chemicals' effectiveness via heat and vaporization, while minimizing or negating the chance of fire to the structure.

The Tri-Chamber Flameless Grenade is NOT to be launched utilizing a launching cup.



(Photo and description source <https://www.defense-technology.com/product/flameless-tri-chamber-cs-grenade/>)

Defense Technology Command Initiated Adaptor (Quantity: See Appendix B)

Manufacturer: Defense Technology

Manufacturer Description: The 1600 Command Initiated Adaptor replaces the standard M201A1 Type Fuze in the Spede-Heat™, Riot Control, Maximum HC Smoke, Saf-Smoke™, Triple-Chaser®, Han-Ball™, Pocket Tactical, Colored Smoke and Flameless Tri-Chamber grenades. It is most commonly used in tactical situations by Law Enforcement and Corrections and was designed for instantaneous and remote initiation.



(Photo and description source <https://www.defense-technology.com/product/command-initiated-adaptor/>)

40mm Launchers:

40mm Launchers (Projectile Launch Platforms): A single shot or multi-shot Less Lethal Impact Weapon (LLIM) launcher capable of firing a variety of 40mm rounds. (40mm launchers are considered “Projectile Launch Platforms” under AB-481).

Capability: 40mm launchers can fire a variety of munitions with a maximum effective range of one hundred twenty (120) feet. 40mm launchers can deliver 40mm munitions in the form of chemical agents, sponge rounds, or combined use sponge OC chemical agent rounds.

Usage: 40mm launchers utilized with less lethal sponge rounds may be deployed to impact subjects demonstrating assaultive behavior or life-threatening behavior, as defined in Department Policy & Procedure (Use of Force). 40mm launchers utilized with less lethal sponge rounds may also be used to control an actively resistive subject reasonably believed to possess or have immediate access to a deadly weapon, within the force guidelines of Department Policy & Procedure (Use of Force). The main objectives that officers attempt to achieve in using an LLIM on a subject exhibiting any of the aforementioned criteria are to effect an investigative detention or arrest, control a subject who is in lawful custody, prevent an escape, or protect the officer, the subject, or

another person from injury or death. 40mm single launchers combined with less lethal 40mm sponge rounds are authorized to be used by any officer that has been trained in its use and maintains current LLIM qualifications.

Training Requirements: Officers that have been trained in the use of the 40mm launcher undergo thorough classroom and live fire training in its use from POST certified instructors. Officers are required to regularly train and qualify with 40mm launchers and projectile launch platforms on a quarterly basis to maintain proficiency.

Lifespan: Defense Technology 40mm Launchers – Fifteen (15) years.

Combined Tactical Systems Launching Cup – Twenty-Five (25) years.

The Department currently possesses the following types of 40mm launchers:

Defense Technology – 40mm LMT Single Launcher #1425 (40mm Single Shot Launcher) (Quantity: See Appendix B)

Manufacturer: Defense Technology

Manufacturer Description: Manufactured exclusively for Defense Technology the 40 LMTS is a single shot launcher with an adjustable intergraded Front Grip (IFG) with light mounting rail. The ambidextrous Lateral Sling Mounty (LSM) and QD mounting systems allow both a single and two point sling attachment. The 40LMTS will fire standard 40mm less lethal ammunition, up to 4.8 inches in cartridge length. The Picatinny Rail Mounting System will accept a wide array of enhanced optic/sighting systems.



(Photo and description source: <https://www.defense-technology.com/product/40mm-lmt-tactical-single-launcher-expandable-stock/>)

Combined Systems – LC5 Gas Launching Cup (Quantity: See Appendix B)

Manufacturer: Combined Tactical Systems

Manufacturer Description: The LC5 Launching Cups are designed for the 5200 series grenades. The cups can be attached to virtually any 12ga shotgun and the munition launched with our model 2600 launching cartridge. These can be fired from most 12ga smooth bore shotguns.



(Photo and description source: [LC5 Launching Cup - Combined Systems](#))

40mm Munitions:

40mm Munition: The 40MM LLIM round is a sponge cartridge. The sponge round has a blue colored nose with a black base. The casing is stainless.

Capability: 40mm LLIM direct impact rounds can impact a suspect at a maximum effective range of one hundred twenty (120) feet.

Usage: Circumstances appropriate for deployment include, but are not limited to, situations in which: (a) The suspect is armed with a weapon and the tactical circumstances allow for the safe application of approved munitions. (b) The suspect has made credible threats to harm him/herself or others. (c) The suspect is engaged in riotous behavior or is throwing rocks, bottles or other dangerous projectiles at people and/or officers. (d) There is probable cause to believe that the suspect has already committed a crime of violence and is refusing to comply with lawful orders. The San Luis Obispo Police Department adheres to California Penal Code 13652 and Lexipol Policy 307.

Training Requirements: Officers that have been trained in the use of the 40mm impact ammunition in conjunction with the 40mm single launcher undergo thorough classroom and live fire training in its use. Additionally, officers trained in the use of the 40mm single launcher must pass annual LLIM qualifications to maintain proficiency.

Fiscal Impact: See Appendix C

Lifespan: Five (5) year limited warranty. Five (5) year shelf life

The Department currently possesses the following types of 40mm ammunition:

40mm Extended Range Direct Impact Sponge Round – Model 6323 (Quantity: See Appendix B)

Manufacturer: Defense Technology

Manufacturer Description: The 40 mm Direct Impact® LE Extended Range Round is a point-of-aim, point-of-impact direct-fire round and is intended to be used in applications that exceed the performance capability of the standard Direct Impact Round. An excellent solution whether you need to incapacitate a single subject or control a crowd. The black nosed inert munition is a great option for training.



(Photo and description source: [Direct Impact® LE 40 mm Extended Range Inert Crushable Foam Round - Defense Technology \(defense-technology.com\)](http://defense-technology.com))

Byrna 40mm Direct Impact BIP

Manufacturer: Byrna

Manufacturer Description: The 40mm BIP is a blunt impact kinetic energy round. The patented technology involves an internal energy absorption system, as well as a collapsible gel head. This head “mushrooms” upon impact while absorbing a portion of the kinetic energy and dispersing the inertia (causing less injury). Additionally, by spreading the impact of the nose over a larger surface area, greater pain compliance is achieved as more sensory nerves on the target will be stimulated, thus increasing the pain reception.



(Photo and description source: [SDI By Byrna 40MM – Byrna Law Enforcement](#))

Defense Technology eXact iMPact (Quantity: See Appendix B)

Manufacturer: Defense Technology

Manufacturer Description: The eXact iMPact™ 40 mm Sponge Round is a point-of-aim, point-of-impact direct-fire round. This lightweight, high-speed projectile consisting of a plastic body and sponge nose that is spin stabilized via the incorporated rifling collar and the 40 mm launcher's rifled barrel. The round utilizes smokeless powder as the propellant, and, therefore, have velocities that are extremely consistent. Used for Crowd Control, Patrol, and Tactical Applications.



Photo and description source (<https://www.defense-technology.com/product/exact-impact-40-mm-standard-range-sponge-round/>)

Ferret 40mm Barricade Round CS – Model 2292 (Quantity: See Appendix B)

Manufacturer: Defense Technology

Manufacturer Description: The Ferret® 40mm Round is non-burning and suitable for indoor use. Used primarily by tactical teams, it is designed to penetrate barriers, such as windows, hollow core doors, wallboard and thin plywood. Upon impacting the barrier,

the nose cone ruptures and instantaneously delivers a small chemical payload inside of a structure or vehicle.

In a tactical deployment situation, the 40mm Ferret is primarily used to dislodge barricaded subjects from confined areas. Its purpose is to minimize the risks to all parties through pain compliance, temporary discomfort and/or incapacitation of potentially violent or dangerous subjects.



(Photo and description source: <https://www.defense-technology.com/product/ferret-40-mm-powder-barricade-round-cs/>)

PepperBall Launchers and PepperBall Munitions:

PepperBall Launchers and PepperBall Munitions: A non-lethal munitions system that employs paint ball launchers to fire “PepperBalls” that contain Pava pepper powder in place of the paint. The PepperBall delivery system combines chemical agent exposure with kinetic energy impact to aid in its effectiveness in addressing armed and/or violent individuals or crowds. PepperBall munitions also include glass breaking rounds and marking rounds.

Capability: PepperBall launchers give officers the ability to address an armed and/or violent suspect(s) with a non-lethal munition that delivers both chemical agent and kinetic energy impact. This combination can be extremely effective in gaining compliance or reducing threat potential with an armed and/or violent suspect(s). Due to its design, PepperBalls can be delivered from a larger standoff distance allowing for an added degree of officer safety. Its high round capability and accuracy allow for its use in a wide variety of operational environments.

Usage: Circumstances appropriate for deployment include, but are not limited to, situations in which: (a) The suspect is armed with a weapon and the tactical circumstances allow for the safe application of approved munitions. (b) The suspect has

made credible threats to harm him/herself or others. (c) The suspect is engaged in riotous behavior or is throwing rocks, bottles or other dangerous projectiles at people and/or officers. (d) There is probable cause to believe that the suspect has already committed a crime of violence and is refusing to comply with lawful orders. The San Luis Obispo Police Department adheres to California Penal Code 13652 and Lexipol Policy 307.

Training Requirements: Officers undergo regular classroom and live fire proficiency training by certified instructors. Additionally, officers are required to qualify with PepperBall launchers on a quarterly basis to maintain proficiency.

Fiscal Impact: See Appendix C

Lifespan: PepperBall Launcher – No manufacturer life span indicated by manufacturer. Two (2) year limited manufacturer warranty.

PepperBall Munitions – Approximately three (3) year shelf life.

The Department currently possesses the following types of pepper ball launchers and pepper ball munitions:

Pepper Ball Launchers (Quantity: See Appendix B)

SX Launcher

Manufacturer: PepperBall

Manufacturer Description: Compact and lightweight, the PepperBall FTC is the industry gold standard for crowd-control and other applications where accuracy and reliability is a factor. The FTC features a modular design with a rapid feeding loader and firing rate of 10-12 RPS.



(Photo and description source [FTC™ | Crowd Control | Pepper Ball Launcher](#) – FTC is a newer version of the SX, which is no longer on the pepperball website)

PepperBall Glass Breaker – Projectile PepperBall Munition (Quantity: See Appendix A) [*NOTE: This projectile is utilized for glass breaking applications only.]

Manufacturer: PepperBall

Manufacturer Description: Used to break side glass of vehicles and residential glass windows.



(Photo and description source: <https://www.pepperball.com/products/glass-breaker/>)

PepperBall Live – Projectile PepperBall Munition (Quantity: See Appendix B)

Manufacturer: PepperBall

Manufacturer Description: The classic PepperBall projectile. Contains 2% PAVA, and is excellent for direct impact and area saturation, especially in confined, interior spaces.



(Photo and description source: <https://pepperball.com/projectiles/live/>)

Defense Logistics Disposition (DLA) Services (formerly DRMO) Equipment:

Reutilized equipment is donated to state and local governments as well as law enforcement agencies. The following items were received from the military at no cost:

Detachable Weapon Magazines

Description: COLT 30-round magazines chambered for .223/5.56 caliber rifles.

(Quantity: See appendix B)

Usage: Magazines are for use with Department issued AR-15 rifles. It is the policy of the San Luis Obispo Police Department to utilize these magazines only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

Training Requirements: Only members that are POST certified to use an issued AR-15 rifle may be issued and use these magazines.

Fiscal Impact: See Appendix C

Lifespan: Approximately 10 years.

Reflex Rifle Sights

Description: AIM POINT Reflex Optics. A reflector sight or reflex sight is an optical sight that allows the user to look through a partially reflecting glass viewer to identify where a weapon system is pointed. It is the primary aiming device for modern rifles.

(Quantity: See appendix B)

Usage: Reflex rifle sights are for use with Department issued AR-15 rifles. It is the policy of the San Luis Obispo Police Department to utilize these sighting systems only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

Training Requirements: Only members that are POST certified to use an issued AR-15 rifle may be issued and use these reflex rifle sights.

Fiscal Impact: See Appendix C

Lifespan: Approximately 10-15 years.

Backup Iron Rifle Sights

Description: MAG-PULL flip-up rear sights. Back-up sighting system.

(Quantity: See appendix B)

Usage: Iron rifle sights are for use with Department issued AR-15 rifles. It is the policy of the San Luis Obispo Police Department to utilize these sighting systems only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

Training Requirements: Only members that are POST certified to use an issued AR-15 rifle may be issued and use these iron rifle sights.

Fiscal Impact: See Appendix C

Lifespan: Approximately 10-15 years.

Laser Range Finder

Description: Laser range finder. The range finder determines the distance between two points so that calculations can be made to determine the trajectory of rounds fired by a precision rifle team member.

(Quantity: See appendix B)

Usage: It is the policy of the San Luis Obispo Police Department to utilize laser range finders only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

Training Requirements: Only members that are POST certified to use an issued long-range rifle system may be issued and use these laser range finders.

Fiscal Impact: See Appendix C

Lifespan: Approximately 10-15 years.

Infrared Transmitter

Description: Infrared transmitters are small blinking infrared lights that attach to a 9-volt battery. Infrared transmitters emit an infrared light that can be seen using night vision illuminators.

(Quantity: See appendix B)

Usage: Infrared transmitters are used by tactical teams in conjunction with night vision equipment. The transmitters are used to identify objects or locations that can only be seen with the use of night vision equipment. Use of infrared transmitters are deployed

at the direction of the SWAT Team Commander for use during tactical operations. Officers deploying the infrared transmitters receive periodic training in the proper deployment of the transmitters. It is the policy of the San Luis Obispo Police Department to utilize these infrared transmitters only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

Training Requirements: Only members that are trained in the use of night vision equipment are authorized to use infrared transmitters.

Fiscal Impact: See Appendix C

Lifespan: Approximately 10-15 years.

Image Intensifier (Night Vision)

Description: Night Vision Goggles. Night vision allows Officers to see in low light conditions.

(Quantity: See appendix B)

Usage: It is the policy of the San Luis Obispo Police Department to utilize night vision goggles only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force. These goggles are assigned to SWAT and are used at the direction of the SWAT Team Commander.

Training Requirements: Only members who receive POST approved training in the use of night vision equipment are authorized to use the equipment. Additionally, all members that deploy night vision equipment are required to train with the equipment several times per year.

Fiscal Impact: See Appendix C

Lifespan: Approximately 10 years.

Toxicological Agents Protective Coveralls

Description: Rubber coated coveralls used to protect officers during an incident involving chemical/biological contaminants.

(Quantity: See appendix B)

Usage: It is the policy of the San Luis Obispo Police Department to utilize protective coveralls for official law enforcement purposes. Members of the department are authorized to use the protective equipment during their response to any situation where chemical/biological contaminants are suspected.

Training Requirements: Officers are trained in the proper use of protective coveralls on a five-year training cycle.

Fiscal Impact: See Appendix C

Lifespan: Approximately 10-15 years.

Illuminator, Target Pointer, Aiming Laser

Description: EOTECH laser aiming device. This is a multi-function visible and infrared laser aiming device with laser illuminator.

(Quantity: See appendix B)

Usage: It is the policy of the San Luis Obispo Police Department to utilize the aiming laser only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force. The laser aiming device is used by SWAT members who are deploying a rifle while using night vision goggles. When using night vision, it becomes the primary aiming device for a rifle.

Training Requirements: Only members who received POST approved training in the proper use of the laser aiming device are authorized to use a rifle equipped with an EOTECH laser aiming device.

Fiscal Impact: See Appendix C

Lifespan: Approximately 10-15 years.

Appendix A

Military Equipment Deployment January 1st, 2024 – December 31, 2024

Unmanned Aerial Vehicle:

Date:	Case #:	Description:
01-22-2024	240122009	Cal Poly Protest AOA
01-24-2024	None	Cal Poly Protest AOA
01-31-2024	240131062	Homicide/Suicide AOA Arroyo Grande PD
02-02-2024	240202069	DUI Checkpoint – Scene/Setup Evidence
02-03-2024	None	Creek Check for Transients due to Impending Storm
02-22-2024	240222068	Major Injury Traffic Collision Scene Documentation
03-01-2024	240301024	Search for Missing Person at Risk
03-01-2024	240301056	Major Crime Scene / Photos and Evidence Collection
03-07-2024	None	Cal Poly Protest AOA
03-16-2024	None	St Fratty's Day Civil Unrest
03-17-2024	None	St Fratty's Day Downtown Observation
03-27-2024	240327049	Fleeing Subject with Firearm – Patrol Assist
03-30-2024	240330043	Protest Higuera and Madonna
04-07-2024	240407039	Missing Juvenile – Juvenile Located by Drone
04-14-2024	None	Creek Check for Transients due to Impending Storm
04-17-2024	None	Cal Poly Protest AOA
04-22-2024	240422060	Major Crime Scene Documentation
04-28-2024	240428052	Suicidal Subject with Firearms
05-01-2024	None	AOA Cal Poly Protest "Die In"
05-02-2024	240502029	Protest - Courthouse
05-15-2024	240515075	Protest – Mitchell Park
05-16-2024	240516072	Patrol Assist – Report of Fire/Fight in Mission Plaza
05-18-2024	None	Protest

05-23-2024	None	Cal Poly Protest AOA
05-30-2024	None	Farmers Market – Jewish Heritage Night
06-02-2024	None	Protest – Higuera and Marsh
06-04-2024	240604020	Search for Reported Bear in Town
06-18-2024	None	AOA For City Streets – Pothole Documentation
06-25-2024	240625071	AOA Patrol – Male in Park with Handgun
07-01-2024	240701067	Barricaded Subject with Firearm
07-23-2024	240723046	Fatal Traffic Collision – Scene Documentation
08-03-2024	APD #24-1282	AOA Atascadero PD With Fatal Traffic Collision
08-11-2024	None	Major Traffic Collision – Scene Documentation
08-20-2024	None	Fire Department AOA for Fire at Bishop
08-20-2024	None	AOA SLO Probation - Documentation
08-22-2024	240822086	Major Accident Documentation
09-05-2024	240905068	Search and Rescue
09-11-2024	240911023	Fleeing Suspect
09-25-2024	240925058	Interior Search (Check the Welfare)
09-30-2024	240930042	AOA Patrol- Search for Man with Firearm
10-10-2024	None	Protest/March Downtown
10-24-2024	None	Farmers Market – Protest
11-05-2024	None	AOA SLO Probation - Documentation
11-14-2024	None	Multiagency Search Warrant Service- Avenal CA
11-19-2024	241119040	Patrol Assist – Wanted Subject Fleeing on Foot
11-20-2024	241120020	Fleeing Suspect Search
11-20-2024	241120028	Civil Disturbance
12-21-2024	241221069	Building Search/Overwatch Barricaded Suspect
12-22-2024	241221069	AOA SLO Sheriffs – Interior Search for Suspect
12-22-2024	241222032	Protest/March Downtown

Robots:

Date:	Case #:	Description:
01/31/2024	None	Murder Suspect Barricaded in Residence (Arroyo Grande PD Case)
11/14/2024	None	Attempt Murder Suspect Arrest Warrant at a Residence (Kings County Sheriff's Case)

Lenco Bearcat Armored Rescue Vehicle:

Date:	Case #:	Description:
01/31/2024	None	Murder Suspect Barricaded in Residence (Arroyo Grande PD Case)
03/10/2024	None	Murder Suspect out of Oregon Barricaded in Residence (Morro Bay PD Case)
07/01/2024	240701022	Shooting Suspect Barricaded in Residence
11/14/2024	None	Attempt Murder Suspect Arrest Warrant at a Residence (Kings County Sheriff's Case)

Mobile Incident Command Vehicle:

Date:	Case #:	Description:
01/31/2024	None	Murder Suspect Barricaded in Residence (Arroyo Grande PD Case)
03/10/2024	None	Murder Suspect out of Oregon Barricaded in Residence (Morro Bay PD Case)
07/01/2024	240701022	Shooting Suspect Barricaded in Residence
11/14/2024	None	Attempt Murder Suspect Arrest Warrant at a Residence (Kings County Sheriff's Case)

Breaching Shotgun and Ammunition:

None

Rifles:

None

Noise Flash Diversionary Device (NFDD):

None

Chemical Agent Deployment:

None

40mm Launchers and Munitions:

Date:	Case #:	Description:
01/31/2024	None	Murder Suspect Barricaded in Residence, 4 Byrna BIP rounds used to break windows (Arroyo Grande PD Case)
09/02/2024	240902041	Suspect threatening with a knife, 1 eXact iMPact round used

PepperBall Launcher and Munitions:

None

Appendix B

Military Equipment Quantities

Unmanned Aerial Vehicles:

DJI Mavic Mini:

On 06/01/2024 the San Luis Obispo Police Department inventoried 2 DJI Mavic Mini.

On 06/01/2025 the San Luis Obispo Police Department inventoried 2 DJI Mavic Mini.

DJI Mavic Enterprise Dual:

On 06/01/2024 the San Luis Obispo Police Department inventoried 1 DJI Mavic Enterprise Dual.

On 06/01/2025 the San Luis Obispo Police Department inventoried 0 DJI Mavic Enterprise Dual. (Retired from active service)

DJI Mavic 2 Enterprise Dual Advanced:

On 06/01/2024 the San Luis Obispo Police Department inventoried 1 DJI Mavic 2 Enterprise Dual Advanced.

On 06/01/2025 the San Luis Obispo Police Department inventoried 1 DJI Mavic 2 Enterprise Dual Advanced.

DJI Mavic 3 Enterprise:

On 06/01/2024 the San Luis Obispo Police Department inventoried 0 DJI Mavic 3 Enterprise.

On 06/01/2025 the San Luis Obispo Police Department inventoried 1 DJI Mavic 3 Enterprise. (Replaced the DJI Mavic Enterprise Dual)

DJI Matrice:

On 06/01/2024 the San Luis Obispo Police Department inventoried 1 DJI Matrice.

On 06/01/2025 the San Luis Obispo Police Department inventoried 1 DJI Matrice.

DJI Avata:

On 06/01/2024 the San Luis Obispo Police Department inventoried 1 DJI Avata.

On 06/01/2025 the San Luis Obispo Police Department inventoried 1 DJI Avata.

Robots:

Icor Technologies Mini-Caliber:

On 06/01/2024 the San Luis Obispo Police Department inventoried 1 Icor Technologies Mini-Caliber.

On 06/01/2025 the San Luis Obispo Police Department inventoried 1 Icor Technologies Mini-Caliber.

Armored Vehicles:

Lenco Bearcat Armored Rescue Vehicle:

On 06/01/2024 the San Luis Obispo Police Department inventoried 1 Lenco Bearcat.

On 06/01/2025 the San Luis Obispo Police Department inventoried 1 Lenco Bearcat.

Mobile Incident Command:

Pace American Mobile Incident Command Trailer:

On 06/01/2024 the San Luis Obispo Police Department inventoried 1 Pace American MIC Trailer.

On 06/01/2025 the San Luis Obispo Police Department inventoried 1 Pace American MIC Trailer.

40mm Launchers and Munitions:

Defense Technology 40mm Single Shot Launcher:

On 06/01/2024 the San Luis Obispo Police Department inventoried 20 Defense Technology Single Shot Launchers.

On 06/01/2025 the San Luis Obispo Police Department inventoried 20 Defense Technology Single Shot Launchers.

Defense Technology 40mm Extended Range Direct Impact Sponge Round – Model 6323:

On 06/01/2024 the San Luis Obispo Police Department inventoried 40 rounds of Defense Technology 40mm Extended Range Direct Impact Sponge Munitions.

On 06/01/2025 the San Luis Obispo Police Department inventoried 60 rounds of Defense Technology 40mm Extended Range Direct Impact Sponge Munitions.

(The Byrna BIP was discontinued, necessitating a replacement)

Byrna 40mm Direct Impact BIP :

On 06/01/2024 the San Luis Obispo Police Department inventoried 60 rounds of Byrna 40mm Direct Impact BIP Munitions.

On 06/01/2025 the San Luis Obispo Police Department inventoried 22 rounds of Byrna 40mm Direct Impact BIP Munitions.

(Discontinued. 34 rounds used in training. 4 used on a call for service.)

Defense Technology 40mm eXact iImpact Sponge Round:

On 06/01/2024 the San Luis Obispo Police Department inventoried 50 rounds of Defense Technology 40mm Extended Range Direct Impact Sponge Munitions.

On 06/01/2025 the San Luis Obispo Police Department inventoried 80 rounds of Defense Technology 40mm Extended Range Direct Impact Sponge Munitions.

(The Byrna BIP was discontinued, necessitating a replacement. 1 used on a call for service.)

Defense Technology Ferret 40mm Barricade Round CS – Model 2292:

On 06/01/2024 the San Luis Obispo Police Department inventoried 12 rounds of Defense Technology Ferret 40mm Barricade Round CS Munitions.

On 06/01/2025 the San Luis Obispo Police Department inventoried 12 rounds of Defense Technology Ferret 40mm Barricade Round CS Munitions.

Defense Technology 12 ga. Launching Cup:

On 06/01/2024 the San Luis Obispo Police Department inventoried 2 Defense Technology 12 ga. Launching Cup.

On 06/01/2025 the San Luis Obispo Police Department inventoried 2 Defense Technology 12 ga. Launching Cup.

Distraction Devices:**Combined Tactical Systems 9-Bang Diversionary Device:**

On 06/01/2024 the San Luis Obispo Police Department inventoried 11 Combined Tactical Systems 9-Bang diversionary devices.

On 06/01/2025 the San Luis Obispo Police Department inventoried 10 Combined Tactical Systems 9-Bang diversionary devices.

(One used in training.)

Defense Technology Low-Roll Diversionary Device:

On 06/01/2024 the San Luis Obispo Police Department inventoried 10 Defense Technology Low-Roll diversionary devices.

On 06/01/2025 the San Luis Obispo Police Department inventoried 9 Defense Technology Low-Roll diversionary devices.

(1 used in training. These are expired and will be used in training in the coming year)

Liberty Dynamic Reloadable Low-Roll Diversionary Device Frame:

On 06/01/2024 the San Luis Obispo Police Department inventoried 12 Liberty Dynamic reloadable distraction device frames.

On 06/01/2025 the San Luis Obispo Police Department inventoried 30 Liberty Dynamic reloadable distraction device frames.

Liberty Dynamic Low-Roll Diversionary Device Reloads:

On 06/01/2024 the San Luis Obispo Police Department inventoried 12 Liberty Dynamic distraction device reloads.

On 06/01/2025 the San Luis Obispo Police Department inventoried 40 Liberty Dynamic distraction device reloads.

Defense Technology Command Initiated for DRACO:

On 06/01/2024 the San Luis Obispo Police Department inventoried 12 Defense Technology Command Initiated Devices.

On 06/01/2025 the San Luis Obispo Police Department inventoried 12 Defense Technology Command Initiated Devices.

Rifles/SMGs:

Barrett .50 Caliber Rifle:

On 06/01/2024 the San Luis Obispo Police Department inventoried 1 Barrett .50 Caliber Rifle.

On 06/01/2025 the San Luis Obispo Police Department inventoried 1 Barrett .50 Caliber Rifle.

Daniel Defense DD5 .308 Semi-Auto Sniper Rifle:

On 06/01/2024 the San Luis Obispo Police Department inventoried 1 Daniel Defense DD5 .308 Semi-Auto Sniper Rifle.

On 06/01/2025 the San Luis Obispo Police Department inventoried 1 Daniel Defense DD5 .308 Semi-Auto Sniper Rifle.

Accuracy International AT .308 LE Bolt-Action Sniper Rifle:

On 06/01/2024 the San Luis Obispo Police Department inventoried 1 Accuracy International AT .308 LE Bolt-Action Sniper Rifle.

On 06/01/2025 the San Luis Obispo Police Department inventoried 2 Accuracy International AT .308 LE Bolt-Action Sniper Rifle.

(SLOPD rifle replacement of a SWAT partner agency rifle being used by our operator)

Colt 5.56 M4 Rifle:

On 06/01/2024 the San Luis Obispo Police Department inventoried 9 Colt 5.56 M4 Rifles.

On 06/01/2025 the San Luis Obispo Police Department inventoried 9 Colt 5.56 M4 Rifles.

xColt .223 AR-15 Rifle:

On 06/01/2024 the San Luis Obispo Police Department inventoried 55 Colt .223 AR-15 Rifles.

On 06/01/2025 the San Luis Obispo Police Department inventoried 55 Colt .223 AR-15 Rifles.

Heckler & Koch MP5 9mm Submachine Gun:

On 06/01/2024 the San Luis Obispo Police Department inventoried 6 Heckler & Koch MP5 9mm Submachine Guns.

On 06/01/2025 the San Luis Obispo Police Department inventoried 6 Heckler & Koch MP5 9mm Submachine Guns.

Chemical Agent and Smoke Canisters:**Combined Tactical Systems Smoke Canister #5210B:**

On 06/01/2024 the San Luis Obispo Police Department inventoried 18 CTS smoke canisters.

On 06/01/2025 the San Luis Obispo Police Department inventoried 12 CTS smoke canisters.

(6 used in training)

Combined Tactical Systems Triple-PHASER CS Canister #5231:

On 06/01/2024 the San Luis Obispo Police Department inventoried 32 CTS Triple-PHASER CS canisters.

On 06/01/2025 the San Luis Obispo Police Department inventoried 16 CTS Triple-PHASER CS canisters.

(16 used in training)

Combined Tactical Systems Riot CS Canister #5230:

On 06/01/2024 the San Luis Obispo Police Department inventoried 34 CTS riot CS canisters.

On 06/01/2025 the San Luis Obispo Police Department inventoried 17 CTS riot CS canisters.

(17 used in training)

Combined Tactical Systems Baffled Riot CS Canister #5230B:

On 06/01/2024 the San Luis Obispo Police Department inventoried 16 CTS baffled riot CS canisters.

On 06/01/2025 the San Luis Obispo Police Department inventoried 16 CTS baffled riot CS canisters.

Defense Technology Triple-Chaser CS:

On 06/01/2024 the San Luis Obispo Police Department inventoried 10 Defense Technology Triple-Chaser CS.

On 06/01/2025 the San Luis Obispo Police Department inventoried 10 Defense Technology Triple-Chaser CS.

Defense Technology Military Max Smoke:

On 06/01/2024 the San Luis Obispo Police Department inventoried 6 Defense Technology Military Max Smoke.

On 06/01/2025 the San Luis Obispo Police Department inventoried 0 Defense Technology Military Max Smoke.

(6 used in training)

Defense Technology Riot Control CS:

On 06/01/2024 the San Luis Obispo Police Department inventoried 18 Defense Technology Riot Control CS.

On 06/01/2025 the San Luis Obispo Police Department inventoried 18 Defense Technology Riot Control CS.

Defense Technology Flameless Tri-Chamber OC:

On 06/01/2024 the San Luis Obispo Police Department inventoried 8 Defense Technology Flameless Tri-Chamber OC.

On 06/01/2025 the San Luis Obispo Police Department inventoried 8 Defense Technology Flameless Tri-Chamber OC.

Defense Technology Tri-Chamber SAF-Smoke:

On 06/01/2024 the San Luis Obispo Police Department inventoried 20 Defense Technology Tri-Chamber SAF-Smoke.

On 06/01/2025 the San Luis Obispo Police Department inventoried 20 Defense Technology Tri-Chamber SAF-Smoke.

Defense Technology Tri-Chamber CS:

On 06/01/2024 the San Luis Obispo Police Department inventoried 24 Defense Technology Tri-Chamber CS.

On 06/01/2025 the San Luis Obispo Police Department inventoried 24 Defense Technology Tri-Chamber CS.

PepperBall Launchers and Munitions:**PepperBall SX Launcher:**

On 06/01/2024 the San Luis Obispo Police Department inventoried 4 PepperBall SX Launchers.

On 06/01/2025 the San Luis Obispo Police Department inventoried 4 PepperBall SX Launchers.

PepperBall Live Projectiles:

On 06/01/2024 the San Luis Obispo Police Department inventoried 1500 projectiles of PepperBall Live.

On 06/01/2025 the San Luis Obispo Police Department inventoried 1500 projectiles of PepperBall Live.

PepperBall Glass Break Rounds:

On 06/01/2024 the San Luis Obispo Police Department 50 PepperBall Glass Break projectiles.

On 06/01/2025 the San Luis Obispo Police Department 50 PepperBall Glass Break projectiles.

Shotgun Breaching Tools:

Remington 870 Express Breaching Shotgun:

On 06/01/2024 the San Luis Obispo Police Department inventoried 1 Remington 870 Express Breaching Shotgun.

On 06/01/2025 the San Luis Obispo Police Department inventoried 1 Remington 870 Express Breaching Shotgun.

Benelli M4 Breaching Shotgun:

On 06/01/2024 the San Luis Obispo Police Department inventoried 1 Benelli M4 Breaching Shotgun.

On 06/01/2025 the San Luis Obispo Police Department inventoried 1 Benelli M4 Breaching Shotgun.

Royal Arms Tesar-2 Black Cap 425 Grain Copper Frangible Breaching Round:

On 06/01/2024 the San Luis Obispo Police Department inventoried 80 Royal Arms Tesar-2 Black Cap 425 Grain Copper Frangible Breaching rounds.

On 06/01/2025 the San Luis Obispo Police Department inventoried 80 Royal Arms Tesar-2 Black Cap 425 Grain Copper Frangible Breaching rounds.

Duty Ammunition:

Note: Ammunition inventory fluctuates throughout the year depending on range dates, qualifications, courses of fire, officer monthly allotment and delivery and availability of ammunition orders. Maximum ammunition inventory allotment figures have been added to better reflect the maximum number of rounds that could be on hand at any given time.

Ammunition inventory used includes purchases made between 4/30/2024 and 05/01/2025.

Hornady 135 Grain, 9mm Ammunition:

On 06/01/2024 the San Luis Obispo Police Department inventoried 4,500 rounds of Hornady 135 grain 9mm ammunition.

On 06/01/2025 the San Luis Obispo Police Department inventoried 8,000 rounds of Hornady 135 grain 9mm ammunition.

8,500 rounds used in training and duty ammunition yearly replacement.

(Department maximum – 15,000 rounds.)

Winchester 115 Grain, 9mm FMJ Ammunition:

On 06/01/2024 the San Luis Obispo Police Department inventoried 13,000 rounds of Winchester 115 grain 9mm ammunition.

On 06/01/2025 the San Luis Obispo Police Department inventoried 37,000 rounds of Winchester 115 grain 9mm ammunition.

52,500 rounds used in training and Officer allotment.

(Department maximum – 40,000 rounds.)

Winchester Ranger Law Enforcement 55 Grain, .233 Ammunition:

On 06/01/2024 the San Luis Obispo Police Department inventoried 14,500 rounds of Winchester Ranger Law Enforcement 55 Grain, .223 ammunition.

On 06/01/2025 the San Luis Obispo Police Department inventoried 15,000 rounds of Winchester Ranger Law Enforcement 55 Grain, .223 ammunition.

15,500 rounds used in training and Officer allotment.

(Department maximum – 25,000 rounds.)

Hornady ELD TAP Precision 168 Grain, .308 Ammunition:

On 06/01/2024 the San Luis Obispo Police Department inventoried 428 rounds of Hornady ELD TAP Precision 168 Grain, .308 ammunition.

On 06/01/2025 the San Luis Obispo Police Department inventoried 900 rounds of Hornady ELD TAP Precision 168 Grain, .308 ammunition.

2,128 rounds used in training.

(Department maximum – 3,000 rounds.)

Hornaday TAP SBR 75 Grain, 5.56:

On 06/01/2025 the San Luis Obispo Police Department inventoried 2,100 rounds of Hornady TAP SBR 75 Grain, 5.56 ammunition.

On 06/01/2025 the San Luis Obispo Police Department inventoried 3,000 rounds of Hornady TAP SBR 75 Grain, 5.56 ammunition.

6,100 rounds were used in training.

Department maximum – 8,000 rounds.

Barrett M33 661 Grain .50 Caliber Ammunition:

On 06/01/2024 the San Luis Obispo Police Department inventoried 60 rounds of Barrett M33 661 grain .50 caliber ammunition.

On 06/01/2025 the San Luis Obispo Police Department inventoried 39 rounds of Barrett M33 661 grain .50 caliber ammunition.

21 rounds were used in training.

Department maximum – 200 rounds.

Defense Logistics Disposition (DLA) Services (formerly DRMO) Equipment:

Detachable Weapon Magazines

On 06/01/2024 the San Luis Obispo Police Department inventoried 503 Detachable Weapon Magazines.

On 06/01/2025 the San Luis Obispo Police Department inventoried 503 Detachable Weapon Magazines.

Reflex Rifle Sights

On 06/01/2024 the San Luis Obispo Police Department inventoried 80 Reflex Rifle Sights.

On 06/01/2025 the San Luis Obispo Police Department inventoried 80 Reflex Rifle Sights.

Backup Iron Rifle Sights

On 06/01/2024 the San Luis Obispo Police Department inventoried 60 Backup Iron Rifle Sights.

On 06/01/2025 the San Luis Obispo Police Department inventoried 60 Backup Iron Rifle Sights.

Laser Range Finder

On 06/01/2024 the San Luis Obispo Police Department inventoried 3 Laser Range Finder.

On 06/01/2025 the San Luis Obispo Police Department inventoried 3 Laser Range Finder.

Infrared Transmitter

On 06/01/2024 the San Luis Obispo Police Department inventoried 75 Infrared Transmitter.

On 06/01/2025 the San Luis Obispo Police Department inventoried 75 Infrared Transmitter.

Image Intensifier (Night Vision)

On 06/01/2024 the San Luis Obispo Police Department inventoried 4 Image Intensifier.

On 06/01/2025 the San Luis Obispo Police Department inventoried 4 Image Intensifier.

Toxicological Agents Protective Coveralls

On 06/01/2024 the San Luis Obispo Police Department inventoried 18 Toxicological Agents Protective Coveralls.

On 06/01/2025 the San Luis Obispo Police Department inventoried 18 Toxicological Agents Protective Coveralls.

Illuminator, Target Pointer, Aiming Laser

On 06/01/2024 the San Luis Obispo Police Department inventoried 18 Illuminator, Target Pointer, Aiming Laser.

On 06/01/2025 the San Luis Obispo Police Department inventoried 18 Illuminator, Target Pointer, Aiming Laser.

Appendix C

Fiscal Impact by Equipment Type – Fiscal Year 2024 (July 2024 – June 2025) and Estimated Projected Cost

Military Equipment Appendix

Armored Vehicles

Equipment Name and Model / Manufacturer	Initial Cost	Ongoing Annual Cost FY24 (Approximate)	Projected Annual Cost FY25 (Approximate)
Lenco Bear Cat (1)	\$169,000 (grant funded)	\$4,500	\$4,500

Mobile Incident Command Vehicle (MIC)

Equipment Name and Model / Manufacturer	Initial Cost	Ongoing Annual Cost FY24 (Approximate)	Projected Annual Cost FY25 (Approximate)
2011 Pace American	\$0 Donation from AGPD + \$50,000 to outfit with equipment	\$2,250	\$2,250

Breaching Shotguns and Ammunition

Equipment Name and Model / Manufacturer	Initial Cost	Ongoing Annual Cost FY24 (Approximate)	Projected Annual Cost FY25 (Approximate)
Remington 870 Shotguns Qty: (1)	\$800	\$20	\$20
Benelli M4 Qty: (1)	\$1,900	\$20	\$20
Royal Arms Tesar-2 Black Cap 425 Grain Copper Frangible Breaching Round (80)	\$7.00	\$40	\$40

Patrol Rifles

Equipment Name and Model / Manufacturer	Initial Cost	Ongoing Annual Cost FY24 (Approximate)	Projected Annual Cost FY25 (Approximate)
Colt Carbine AR-15 Rifle 5.56/.223 Caliber (55)	\$99,000 (\$1,800 ea)	\$2,200 (\$40 ea)	\$2,200 (\$40 ea)

SWAT Rifles/SMGs

Equipment Name and Model / Manufacturer	Initial Cost	Ongoing Annual Cost FY24 (Approximate)	Projected Annual Cost FY25 (Approximate)
Colt M4 Rifle (9) 5.56/.223 caliber	\$17,100 (\$1,900 ea)	\$360 (\$40 ea)	\$360 (\$40 ea)
H&K 9mm SMG MP5 (6)	\$15,000 (\$2,500 ea)	\$0	\$0
Accuracy International AT LE .308 (2)	\$6,652	\$20	\$40
Daniel Defense .308 (1)	\$4,500	\$20	\$20
Barrett .50 Caliber Rifle (1)	\$0 – Donation from PG&E Value \$8,500	\$20	\$20

Pepper Ball Launchers and Munitions

Equipment Name and Model / Manufacturer	Initial Cost	Ongoing Annual Cost FY24 (Approximate)	Projected Annual Cost FY25 (Approximate)
Pepper Ball SX Launcher (4)	\$3,800 (\$950 ea)	\$80 (\$20 ea)	\$80 (\$20 ea)
Pepper Ball Live Projectiles (1500)	\$5,700 (\$3.80 ea)	\$900	\$900
Pepper Ball Glass Break 50 Projectiles (50)	\$137 (\$2.73 ea)	\$25	\$25

40MM Launchers and Rounds

Equipment Name and Model / Manufacturer	Initial Cost	Ongoing Annual Cost FY24 (Approximate)	Projected Annual Cost FY25 (Approximate)
Defense Technology Single Shot Launcher (20)	\$22,000 (\$1,100 ea)	\$400 (\$20 ea)	\$400 (\$20 ea)
Defense Technology 12 ga. Launching Cup (2)	\$600 (\$300 ea)	\$0	\$0
Defense Technology 40MM Extended Range Impact (60)	\$1605 (\$26.75 ea)	\$200	\$268
Byrna Direct Impact BIP (22)	\$506 (\$23 ea)	Discontinued	

Defense Technology 40MM Ferret Round (12)	\$276 (\$23 ea)	\$92	\$92
Defense Technology eXact iMPact Sponge Round (80)	\$1,920 (\$24 ea)	\$225	\$240

Distraction Devices

Equipment Name and Model / Manufacturer	Initial Cost	Ongoing Annual Cost FY24 (Approximate)	Projected Annual Cost FY25 (Approximate)
Liberty Dynamic Reloadable Frame (30)	\$3,315 (\$110.50 ea)	\$0	\$0
Liberty Dynamic Reloads (40)	\$2,360 (\$59 ea)	\$90	\$708
Combined Tactical Systems 9-Bang (10)	\$2,100 (\$210 ea)	\$210	\$210
Defense Technology Low-Roll Diversionary (9)	\$850 (\$94.45 ea)	\$180	\$189
Defense Technology Command Initiated for DRACO (12)	\$1,920 (\$160 ea)	\$85	\$320

Chemical Agent and Smoke Canisters

Equipment Name and Model / Manufacturer	Initial Cost	Ongoing Annual Cost FY24 (Approximate)	Projected Annual Cost FY25 (Approximate)
CTS Smoke Canister (12)	\$513 (\$42.80 ea)	\$115	\$128
CTS Triple-PHASER CS (16)	\$1,028 (\$64.27 ea)	\$88	\$0
CTS Riot CS Canister (17)	\$750 (\$44.14 ea)	\$80	\$132
CTS Baffled Riot CS Canister (16)	\$969 (\$60.56 ea)	\$80	\$1600 (triple chaser /phaser replacement)
Defense Technology Triple Chaser CS (10)	\$654 (\$65.40 ea)	\$80	\$0
Defense Technology Military Max Smoke (0)	\$240 (\$66.25 ea)	\$80	\$660
Defense Technology Riot Control CS (18)	\$666 (\$37 ea)	\$135	\$148

Defense Technology Flameless Tri- Chamber OC (8)	\$482 (\$60.30 ea)	\$45	\$121
Defense Technology Flameless Tri- Chamber SAF- Smoke (20)	\$1,084 (\$54.20 ea)	\$80	\$108
Defense Technology Tri-Chamber CS (24)	\$1,366 (\$56.95 ea)	\$125	\$125

Unmanned Aircraft System (UAS)

Equipment Name and Model / Manufacturer	Initial Cost	Ongoing Annual Cost FY24 (Approximate)	Projected Annual Cost FY25 (Approximate)
DJI Mavic Mini (2)	\$1,500	\$0	\$0
DJI Mavic Enterprise Dual (0)	\$0 – Donation Value \$4,500	\$0	\$0
DJI Mavic 2 Enterprise Dual Advanced (1)	\$6,500 (grant funded)	\$0	\$0
DJI Mavic 3 Enterprise (1)	\$8,199	\$0	\$0
DJI Matrice (1)	\$13,000	\$850	\$900
DJI Avata (1)	\$2,199	\$350	\$350
Annual Maintenance and Battery Replacement Cost		\$1,500	\$2,000

Robots

Equipment Name and Model / Manufacturer	Initial Cost	Ongoing Annual Cost FY24 (Approximate)	Projected Annual Cost FY25 (Approximate)
Icor Technologies Mini Caliber (1)	\$64,000 (grant funded)	\$0	\$0
Annual Maintenance and Battery Replacement Cost		\$750	\$1,250

Ammunition

Equipment Name and Model / Manufacturer	Initial Cost	Ongoing Annual Cost FY24 (Approximate)	Projected Annual Cost FY25 (Approximate)
Barrett .50 Caliber M33 661 grain (39)	\$311 (\$7.99 ea)	\$100	\$200

Winchester Ranger Law Enforcement 55 grain .223 (15000)	\$3,000 (\$.20)	\$4,100	\$4,500
Hornady ELD Precision 168 grain .308 (900)	\$1,566 (\$1.74 ea)	\$3,590	\$3,750
Hornady 5.56 TAP SBR 75 Grain (3000)	\$3,510 (\$1.17ea)	\$4,165	\$4,250
Winchester 9mm 115g FMJ (37000)	\$11,100 (\$.30 ea)	\$27,475	\$28,000
Hornady 9mm 135 grain (8000)	\$10,240 (\$1.28 ea)	\$2,800	\$3,000

Military Equipment

707.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

707.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- Area denial electroshock devices, microwave weapons, water cannons, long-range acoustic devices (LRADs), acoustic hailing devices, and sound cannons.
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

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707.2 POLICY

It is the policy of the San Luis Obispo Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to the approval for, acquisition, funding, and use of, and reporting regarding military equipment.

707.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police shall designate a member of this department to act as the Military Equipment Coordinator. The responsibilities of the military equipment coordinator include, but are not limited to:

department

- (a) Acting as liaison to City Council for matters related to the requirements of this policy.
- (b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of San Luis Obispo Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 1. Publicizing the details of the meeting.
 2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment by the department, and how the Department will respond in a timely manner.

707.4 MILITARY EQUIPMENT INVENTORY

The qualifying equipment for the Department is listed in Attachment A to this policy.

707.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from City Council by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military

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equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

707.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment in the possession of the department shall not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy.

This policy recognizes the need for agencies to provide assistance to each other, whether in ongoing, combined, or regional operations, occasional planned operations, or in exigent circumstances. Where applicable to the provisions of Government Code § 7070 through § 7075, such assisting agencies shall comply with their respective military equipment use policies when rendering assistance and with any directions for use of department military equipment given by department command.

707.7 EXTRAORDINARY CIRCUMSTANCES

This policy also recognizes that there may be very limited or extreme instances where incidents of extraordinary nature could demand the need for incident commanders to authorize Department personnel to use equipment not specified in this policy. This decision must be made depending on the totality of the circumstances, including due regard for the public's safety, officer safety, respecting civil rights, the seriousness of the situation, and other information available at that time.

Should such extreme instances occur that call for members of this Department to use equipment not specified in this policy, the incident commander shall, if practical, notify the Chief of Police via the chain of command prior to deploying such equipment and the use of such equipment shall be documented in an appropriate report. Should such circumstances occur, the Chief of Police, or his/her designee, shall notify the City Council as soon as practical, and document any such uses in the required annual report.

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707.8 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

- (a) A summary of how the military equipment was used and the purpose of its use.
- (b) A summary of any complaints or concerns received concerning the military equipment.
- (c) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.
- (d) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
- (e) The quantity possessed for each type of military equipment.
- (f) If the department intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

707.9 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment. At the meeting, the Department shall discuss the report and respond to questions regarding the Department's funding, acquisition, or use of military equipment (Government Code §7072).

707.10 MILITARY EQUIPMENT COMPLAINT PROCESS

Trust and transparency to the community we serve is paramount to our community-oriented policing philosophy. Maintaining an active exchange of ideas and feedback is integral to the harmonization of this collaborative initiative. The most effective way to partner with our community on these important topics is to provide a safe and transparent means by which we listen to feedback and engage concerns on the necessary tools we are entrusted with to serve our

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community. Building and maintaining trust is predicated on first listening to concerns, giving a voice through dialogue, and swiftly acting on areas where we can improve.

Pursuant to 709.3 (g) of this policy, all formal complaints, questions, or inquiries received by the department, regardless of manner, pertaining to the use or misuse, possession, or acquisition of any item defined by this policy and/or AB 481 as Military Equipment shall be referred to Lexipol policy 1019 Personnel Complaints. Any complaint related to the misuse of Military Equipment is deemed in nature and will be investigated thoroughly and as expeditiously as possible and in accordance with the stringent procedures and processes as directed by Lexipol policy 1019.

Complaints received under 709.10 will be thoroughly documented and dispositions recorded per Lexipol policy 1019. All complaints, regardless of findings and/or disposition, shall be aggregated annually and reported to the Chief of Police for inclusion into the department's annual Military Equipment Report presented to Council.

707.11 MILITARY EQUIPMENT INVENTORY

[See attachment: Policy 709 Military Use Equipment _ Attachment A.pdf](#)

Attachments

Policy 709 Military Use Equipment _ Attachment A.pdf

Policy 709: Military Equipment Attachment A

MILITARY EQUIPMENT INVENTORY

1. Unmanned Aircraft System (UAS): An unmanned aircraft along with the associated equipment necessary to control it remotely.

a. Description, quantity, capabilities, and purchase cost.

- i. DJI MAVIC MINI, cost: \$500 each, quantity: 1. Miniature UAS that weighs approximately 249 grams and is able to record video and audio with approximately 30 minutes of flight time.
- ii. DJI MAVIC ENTERPRISE DUAL, no cost, received a donation from the community which paid the entire \$4,500 each, quantity: 1. UAS that has a color and inferred camera as well as audible speaker and light. Capable of video recording and weighs approximately 899 grams, approx. 30 minutes of flight time.
- iii. DJI MAVIC ENTERPRISE DUAL ADVANCED, no cost, received County Homeland Security Grant that paid the entire \$6,500 each, quantity: 1. UAS that has a color and inferred camera as well as audible speaker and light. Capable of video recording and weighs approximately 899 grams, approx. 30 minutes of flight time.

b. Purpose

To be deployed when its view would assist officers or incident commanders with the following situations, which include but are not limited to:

- i. Major collision investigations.
- ii. Search for missing persons.
- iii. Natural disaster management.
- iv. Crime scene photography.
- v. SWAT, tactical or other public safety and life preservation missions.
- vi. In response to specific requests from local, state, or federal fire authorities for fire response and/or prevention.

c. Authorized Use

Only assigned operators who have completed the required training and received a Part 107 Remote Pilot Certificate, shall be permitted to operate any UAS during approved missions.

d. Expected Life Span

All UAS equipment, 3-4 years.

e. Fiscal Impact

Annual maintenance and battery replacement cost is approximately \$ 2,000.

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f. Training

All Department UAS operators are licensed by the Federal Aviation Administration for UAS operation. In addition, each operator must attend training updates throughout the year.

g. Legal and Procedural Rules

Use is established under FAA Regulation 14 CFR Part 107, and department policy. It is the policy of the SLOPD to utilize UAS only for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to State and Federal law.

2. **Robots:** A remotely controlled unmanned machine that operates on the ground, which is utilized to enhance the safety of the community and officers.

a. Description, quantity, capabilities, and purchase cost.

- i. ICOR TECHNOLOGIES, no cost, received Count Homeland Security Grant that paid the entire \$64,000 each, quantity: 1. The ICOR Mini Caliber robot is designed for rapid tactical missions, the robot is simple to operate and quick to deploy for searching rooms, hallways, stairwells, and confined spaces. With rubber tracks and articulating front and rear flippers, the Mini-CALIBER effortlessly climbs stairs. It also includes an extendible rotating claw arm that simplifies opening door handles.

b. Purpose

To be used to remotely gain visual/audio data, deliver the Crisis Negotiation Team (CNT) phone, open doors, and clear buildings.

c. Authorized Use

Only assigned operators who have completed the required training shall be permitted to operate the robots.

d. Expected Life Span

Robot, 8-10 years.

e. Fiscal Impact

Annual maintenance and battery replacement cost is approximately \$ 1000.00

f. All robot operators receive inhouse training on the use and deployment of the robot. All robot operators are required to train monthly with the robot.

g. Legal and Procedural Rules

It is the policy of the SLOPD to utilize a robot only for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to State and Federal law.

3. **Armored Vehicles:** Commercially produced wheeled armored personnel vehicle utilized for law enforcement purposes.

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a. Description, quantity, capabilities, and purchase cost.

- i. LENCO BEARCAT, no cost, received Count Homeland Security Grant that paid the entire \$156,000. The City had to pay a onetime vehicle registration fee of \$13,000, quantity: 1. The Lenco Bearcat, is an armored vehicle that seats 10-12 personnel with open floor plan that allows for rescue of down personnel. It can stop various projectiles, which provides greater safety to citizens and officers beyond the protection level of shield and personal body armor.

b. Purpose

To be used in response to critical incidents to enhance officer and community safety, improve scene containment and stabilization, and assist in resolving critical incidents.

c. Authorized Use

The use of armored vehicles shall only be authorized by a watch commander or SWAT commander, based on the specific circumstances of a given critical incident. Armored vehicles shall be used only by officers trained in their deployment and in a manner consistent with Department policy and training.

d. Expected Life Span

Lenco Bearcat 15 years

e. Fiscal Impact

Annual maintenance cost of approximately \$4200.00

f. Training

All driver/operators shall attend formalized instruction and be trained in vehicle operations and practical driving instruction.

g. Legal and Procedural Rules

It is the policy of the Department to utilize armored vehicles only for official law enforcement purposes, and pursuant to State and Federal law.

4. **Mobile Incident Command Vehicle (MIC):** A vehicle used mobile office that provides shelter, access to Department computer systems, and restroom facilities during extended events.

a. Description, quantity, capabilities, and purchase cost.

- i. 2011 PACE AMERICAN, no cost, trailer was donated by the City of Arroyo Grande covering the entire estimated cost of \$30,000. The City had to pay \$ 50,000 to outfit as a MIC, quantity: 1. The MIC can also be utilized for SWAT/CNT and other critical incidents, preplanned large events, searching for missing persons, natural disasters, and community events.

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b. Purpose

To be used based on the specific circumstances of a given critical incident, large event, natural disaster or community event that is taking place.

c. Authorized Use

Only officers trained in their deployment and operations in a manner consistent with Department policy and training are authorized to operate the MIC. Situations which the MIC is authorized for use would include but not be limited to critical incidents, emergencies and natural disasters.

d. Lifespan

The MIC, 20-year lifespan on trailer structure. IT upgrades needed every 5-7 years to maintain systems.

e. Fiscal Impact

Annual maintenance cost is approximately \$2000.00

f. Training

The driver/operator shall receive training in the safe towing and handling of the vehicle.

g. Legal and Procedural Rules

It is the policy of the Department to use the MIC only for official law enforcement purposes, and in accordance with California State law regarding the operation of motor vehicles.

5. **40 MM Launchers and Rounds:** 40MM Launchers are utilized by department personnel as a less lethal tool to launch impact rounds.

a. Description, quantity, capabilities, and purchase cost.

- i. DEFENSE TECHNOLOGY, 40MM SINGLE SHOT LAUNCHER, #1425, cost \$1100 each, quantity: 20. The 40MM Single Launcher is a tactical single shot launcher that features an expandable ROGERS Super Stoc and an adjustable Integrated Front Grip (IFG) with light rail. It will fire standard 40mm less lethal ammunition, up to 4.8 inches in cartridge length. It will launch a 40MM less lethal round up to 131 feet and is only authorized to be used by officers who have received training from POST certified instructor.
- ii. DEFENSE TECHNOLOGY, 40MM CS FERRET, cost \$23 per round, quantity: 16. The ferret round is deployed from a 40mm launcher and contains CS gas. The ferret is used to deploy CS gas from a safe distance.
- iii. DEFENSE TECHNOLOGY, 40MM EXTENDED RANGE DIRECT IMPACT, cost \$18 per round, quantity: 48. A less lethal light weight expanding foam projectile used for longer distances.

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- iv. BYRNA, 40MM DIRECT IMPACT BIP ROUND, cost \$23 per round, quantity: 110. A less lethal light weight expanding foam projectile.

b. Purpose

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

c. Authorized Use

Situations for use of the less lethal weapon systems may include, but are not limited to:

- i. Self-destructive, dangerous and/or combative individuals.
- ii. Riot/crowd control and civil unrest incidents.
- iii. Circumstances where a tactical advantage can be obtained.
- iv. Potentially vicious animals.
- v. Training exercises or approved demonstrations.

d. Lifespan

DEFENSE TECHNOLOGY, 40MM SINGLE SHOT LAUNCHER, #1425 – 15 years.

DEFENSE TECHNOLOGY, 40MM CS FERRET – 5 years.

DEFENSE TECHNOLOGY, 40MM EXTENDED RANGE DIRECT – 5 years.

BYRNA, 40MM DIRECT IMPACT BIP ROUND – 5 years.

e. Fiscal Impact

Annual maintenance is approximately \$10 for each launcher.

No annual maintenance for munitions.

f. Training

Sworn members utilizing 40MM less lethal chemical agents or impact rounds are trained in their use by POST certified less lethal and chemical agents' instructors.

g. Legal and Procedural Rules

It is the policy of the SLOPD to utilize the 40mm only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

6. 40MM Launching Cup: Cups that attach to 12 gauge less lethal shotguns which allow officers to launch canisters of chemical agents or smoke.

a. Description, quantity, capabilities, and purchase cost.

- i. COMBINED SYSTEMS LC5 Gas LAUNCHING CUP, cost \$300 each, quantity 1. The LC5 Launching cups can be attached to virtually any 12ga

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shotgun and the munition is launched with our Safariland model 1210 launching cartridge.

b. Purpose

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

c. Authorized Use

Situations for use of the less lethal weapon systems may include, but are not limited to:

- i. Self-destructive, dangerous and/or combative individuals.
- ii. Riot/crowd control and civil unrest incidents.
- iii. Circumstances where a tactical advantage can be obtained.
- iv. Potentially vicious animals.
- v. Training exercises or approved demonstrations.

d. Lifespan

Combined Systems LC5 40MM Launching Cup - 25 years.

e. Fiscal Impact

No annual maintenance.

f. Training

Officers utilizing the launching cups are trained by POST certified chemical agents instructors.

g. Legal and Procedural Rules

It is the policy of the SLOPD to utilize the 40mm only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

7. Distraction Devices: A device used to distract dangerous persons.

a. Description, quantity, capabilities, and purchase cost.

- i. DEFENSE TECHNOLOGY, model 8902 Distraction Device, cost \$90 each, quantity: 14. A low roll distraction device that produces a loud bang with a bright light. Ideal for distracting dangerous suspects during a hostage rescue, room entry or other high-risk arrest situations.
- ii. LIBERTY DYNAMIC, Reloadable Noise Flash Diversion Device, cost \$130 each, quantity: 12. A low roll distraction device that produces a loud bang with a bright light. Ideal for distracting dangerous suspects during a hostage rescue, room entry or other high-risk arrest situations.

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- iii. LIBERTY DYNAMIC, Reload for Noise Flash Diversion Device, cost \$45 each, quantity: 24. This is the reload for the distraction device once it has been used.
- iii. COMBINED TACTICAL SYSTEMS, model 7290-9 Diversion Device, cost \$210 each, quantity: 11. A low roll diversion device that produces nine separate loud bangs with a bright light. Ideal for distracting dangerous suspects during a hostage rescue, room entry or other high-risk arrest situations.

b. Purpose

A diversion device is ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations. To produce atmospheric over-pressure and brilliant white light and, as a result, can cause short-term (6 - 8 seconds) physiological/psychological sensory deprivation to give officers a tactical advantage.

c. Authorized Use

Diversionary Devices shall only be used:

- i. By officers who have been trained in their proper use.
- ii. In hostage and barricaded subject situations.
- iii. In high-risk warrant (search/arrest) services where there may be extreme hazards to officers.
- iv. During other high-risk situations where their use would enhance officer safety.
- v. During training exercises.

d. Lifespan

DEFENSE TECHNOLOGY, model 8902 Diversion Device - 5 years.

LIBERTY DYNAMIC, Noise Flash Diversion Device – 5 years.

COMBINED TACTICAL SYSTEMS, model 7290-9 Diversion Device – 5 years

e. Fiscal Impact

No annual maintenance.

f. Training

Prior to use, officers must attend diversionary device training that is conducted by Post certified instructors.

g. Legal and Procedural Rules

It is the policy of the SLOPD to utilize diversion devices only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

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- 8. Rifles:** Guns that are fired from shoulder level, having a long spirally grooved barrel intended to make bullets spin and thereby have greater accuracy over a long distance.
- a. Description, quantity, capabilities, and purchase cost.
- i. Barrett .50 Caliber rifle, Model 82A1M, no cost, rifle was donated covering the entire estimated cost of \$8500 each, quantity: 1. A semi-automatic rifle used by officers assigned to the SWAT team as snipers. The use of the rifle is reserved for disabling a vehicle in incidents where lethal force is justified, and no other reasonable means exist to stop the vehicle to protect innocent life.
 - ii. Barret .50 Caliber Ammunition, M33 661gr rifle round, cost \$10 per round, quantity 70. A FMJ bullet designed to penetrate barriers.
 - iii. Daniel Defense .308 caliber rifle, Model DD5, cost \$4,500 each, quantity: 2. A highly accurate and durable semi-automatic rifle used by officers assigned to the SWAT team as snipers.
 - iv. Hornady .308 Caliber Ammunition, 168gr ELD TAP, cost \$1.25 per round, quantity: 1800. A highly accurate round designed to penetrate common barriers but prevent overpenetration.
 - v. Heckler & Koch 9mm SMG, Model MP5, cost \$2,500 each, quantity 6. A full-automatic submachine gun that fires a pistol cartridge. It has a barrel longer than a pistol, but shorter than a rifle, which provides a trained SWAT officer better control inside of structure with greater accuracy than a handgun.
 - vi. Hornady 9mm Ammunition, 135gr Critical Duty, cost \$0.56 per round, quantity: 7000. This ammo features a specially designed hollow-point tip that reliably expand while passing through a variety of barriers.
 - vii. Winchester 9mm Ammunition, 115g FMJ, cost \$0.35 per round, quantity: 13000. This ammunition is designed for range practice and provides a reliable round at a cost-effective price.
 - viii. Colt 5.56 caliber rifle, Model M4, cost \$1,900 each, quantity 9. A full-automatic rifle that fires an intermediate-power cartridge (5.56) which is more powerful than a standard pistol but less powerful than a standard rifle. It is a short-barreled rifle which provides a trained SWAT officer better control inside of structures with greater accuracy than a handgun.
 - ix. Colt 5.56 caliber rifle, Model AR-15, cost \$1,800 each, quantity 55. A semi-automatic rifle that fires an intermediate-power cartridge (5.56) which is more powerful than a standard pistol but less powerful than a standard rifle. It is a short-barreled rifle which provides a trained officer better control inside of structures with greater accuracy than a handgun.
 - x. Hornady 5.56 Ammunition, 75gr TAP SBR, cost \$0.85 per round, quantity: 5200. This ammo features a specially designed bullet that

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reliably expand while passing through a variety of barriers, without overpenetration. The powder is specially formulated to work in short, barreled rifles.

- xi. Winchester .223 Ammunition, 55g FMJ, cost \$0.20 per round, quantity: 9500. This ammunition is designed for range practice and provides a reliable round at a cost-effective price.

b. Purpose

To be used as precision weapons to address a threat with more precision and/or greater distances than a handgun, if present and feasible.

c. Authorized Use

Only members that are POST certified are authorized to use a rifle.

d. Lifespan

Barrett .50 Caliber rifle, Model 82A1M - 15 years.

Barret .50 Caliber Ammunition, M33 661gr rifle round – 5 years.

Daniel Defense .308 caliber rifle, Model DD5 – 15 years.

Hornady .308 Caliber Ammunition, 168gr ELD TAP – 5 years.

Heckler & Koch 9mm SMG, Model MP5 – 15 years.

Hornady 9mm Ammunition, 135gr Critical Duty – 5 years.

Winchester 9mm Ammunition, 115g FMJ – 5 years.

Colt 5.56 caliber rifle, Model M4 – 15 years.

Colt 5.56 caliber rifle, Model AR-15 – 15 years.

Hornady 5.56 Ammunition, 75gr TAP SBR – 5 years.

COMBINED TACTICAL SYSTEMS, model 7290-9 Distraction Device – 5 years.

Winchester .223 Ammunition, 55g FMJ – 5 years.

e. Fiscal Impact

Annual maintenance is approximately \$20 for each firearm.

No annual maintenance for ammunition.

f. Training

Prior to using a rifle, officers must be certified by POST instructors in the operation of the rifle. Additionally, all members that operate any rifle are required to pass a range qualification two times a year.

g. Legal and Procedural Rules

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It is the policy of the SLOPD to utilize rifles only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

9. Chemical Agent and Smoke Canisters: Canisters that contain chemical agents that are released when deployed.

a. Description, quantity, capabilities, and purchase cost.

- i. COMBINED TACTICAL SYSTEMS, SMOKE CANISTER (5210 B), cost \$38 each, quantity: 18. When deployed, the canister emits a cloud of smoke used to cover or conceal movement. The canister is baffled to reduce the risk of fire and is indoor safe.
- ii. COMBINED TACTICAL SYSTEMS, Triple-PHASER CS CANISTER (5231), cost \$44 each, quantity: 33. The canister consists of three separate canisters pressed together with separating charges between each. When deployed, the canisters separate and land approximately 20 feet apart allowing for an increased dispersal area of CS gas. The canister is designed for outdoor use in crowd control situations.
- iii. COMBINED TACTICAL SYSTEMS, Riot CS Canister (5230), cost \$40 each, quantity: 34. When deployed the canister emits CS gas. The canister is designed for outdoor use or indoor use with a burn safe.
- iv. COMBINED TACTICAL SYSTEMS, Baffled Riot CS Canister (5230B), \$40 each, quantity: 6. When deployed the canister emits CS gas. The canister is designed for outdoor use or indoor use. The canister is baffled to reduce the risk of fire and is indoor safe. This canister can be used with the COMBINED TACTICAL SYSTEMS LC5 Launcher to deploy gas from a safe distance.

b. Purpose

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to:

- i. Self-destructive, dangerous and/or combative individuals.
- ii. Riot/crowd control and civil unrest incidents.
- iii. Circumstances where a tactical advantage can be obtained.
- iv. Potentially vicious animals.
- v. Training exercises or approved demonstrations.

c. Authorized Use

Only officers who have received POST certification in the use chemical agents are authorized to use chemical agents.

d. Lifespan

Policy 709: Military Equipment Attachment A

COMBINED TACTICAL SYSTEMS, SMOKE CANISTER (5210 B) - 5 years.

COMBINED TACTICAL SYSTEMS, Triple-PHASER CS CANISTER (5231) – 5 years.

COMBINED TACTICAL SYSTEMS, Riot CS Canister (5230) – 5 years.

COMBINED TACTICAL SYSTEMS, Baffled Riot CS Canister (5230B) – 5 years.

e. Fiscal Impact

No annual maintenance

f. Training

Sworn members utilizing chemical agent canisters are certified by POST less lethal and chemical agents instructors.

g. Legal and Procedural Rules

It is the policy of the SLOPD to utilize chemical agents only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

10. PepperBall Launcher: A device that discharges irritant projectiles.

a. Description, quantity, capabilities, and purchase cost.

- i. PEPPERBALL SX LAUNCHER, cost \$950 each, quantity: 5. The SX is a compressed-air powered launcher designed to fire non-lethal PepperBall projectiles.
- ii. PEPPERBALL LIVE PROJECTILE, cost \$2.38 per round, quantity: 1200. The LIVE projectile contains 2% PAVA pepper powder, and is designed for direct impact and area saturation, especially in confined, interior spaces. Discharged from a PepperBall Launcher, the projectile has a velocity of 280-350 FPS. The projectile has a direct impact of 60ft and an area of saturation of 150+ft. The projectile contains 0.5% PAVA Powder.
- iii. PEPPERBALL GLASS BREAKER PROJECTLE, cost \$2.90 per round, quantity: 50. The GLASS BREAKER is designed to break glass in tactical situations. Discharged from a PepperBall Launcher it is loaded one at a time.

b. Purpose

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include but are not limited to:

- i. Self-destructive, dangerous and/or combative individuals.
- ii. Riot/crowd control and civil unrest incidents.
- iii. Circumstances where a tactical advantage can be obtained.

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- iv. Potentially vicious animals.
- v. Training exercises or approved demonstrations.

c. Authorized Use

Only those officers who have been trained in the use of PepperBall launchers are authorized to use the PepperBall launchers.

d. Lifespan

PEPPERBALL SX LAUNCHER - 15 years.

PEPPERBALL LIVE PROJECTILE – 5 years.

PEPPERBALL GLASS BREAKER PROJECTLE – 5 years.

e. Fiscal Impact

Annual maintenance is approximately \$25 for each launcher.

No annual maintenance for munitions.

f. Training

Sworn members utilizing PepperBall launchers and projectiles are trained in there use by POST certified less lethal and chemical agents instructors.

g. Legal and Procedural Rules

It is the policy of the SLOPD to utilize PepperBall only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

11. Shotgun Breaching Tools: Tools that are used to conduct an explosive breach.

a. Description, quantity, capabilities, and purchase cost.

- i. REMINGTON 870 EXPRESS BREACHING SHOTGUN, cost \$800 each, quantity: 1. This weapon allows for breachers to safely utilize shotgun breaching rounds in order to destroy deadbolts, locks, and hinges. The stand-off that is attached to the end of the barrel allows for positive placement of the gun into the correct position and vents gases to prevent overpressure.
- ii. BENELLI M4 BREACHING SHOTGUN, cost \$1,900 each, quantity: 1. This weapon allows for breachers to safely utilize shotgun breaching rounds in order to destroy deadbolts, locks, and hinges. The stand-off that is attached to the end of the barrel allows for positive placement of the gun into the correct position and vents gases to prevent overpressure.
- iii. ROYAL ARMS TESAR-2 BACK CAP 425 GRAIN COPPER FRANGILBE BREACHING ROUND, cost \$4.50 per round, quantity: 94. The round is

Policy 709: Military Equipment Attachment A

fired from a breaching shotgun and is used to destroy deadbolts, locks and hinges.

b. Purpose

To safely gain entry into a structure.

c. Authorized Use

Shotgun breaching may only occur after authorization by the Incident Commander or SWAT Commander in the field, and during training exercises.

d. Lifespan

REMINGTON 870 EXPRESS BREACHING SHOTGUN - 15 years.

BENELLI M4 BREACHING SHOTGUN – 15 years.

ROYAL ARMS TESAR-2 FRANGILBE BREACHING ROUND – 5 years.

e. Fiscal Impact

Annual maintenance is approximately \$10 for each shotgun.

No annual maintenance for munitions.

f. Training

All officers who use shotgun breaching tools shall be certified by POST instructors in the operation and use of shotgun breaching.

g. Legal and Procedural Rules

It is the policy of the SLOPD to utilize breaching tools only for official law enforcement purposes, and pursuant to State and Federal law.

12. Defense Logistics Disposition (DLA) Services (formerly DRMO) Equipment:

Reutilized equipment donated to state and local governments as well as law enforcement agencies. The following items were received from the military at no cost.

1. Detachable weapon magazines

a. Description, quantity, and capabilities.

- i. COLT 30 round magazines chambered for .233/5.56 caliber rifles, quantity: 533.

b. Purpose

These magazines are for use with Department issued AR-15 rifles.

c. Authorized Use

Only members that are POST certified are authorized to use an issued AR-15 rifle may be issued these magazines.

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d. Lifespan

Approximately 10 years

e. Fiscal Impact

None. Once they are not functional, they will be returned to the military or disposed of.

f. Training

These magazines are used in conjunction with the issuing and training of officers in the AR-15 rifle.

g. Legal and Procedural Rules

It is the policy of the SLOPD to utilize these magazines only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

2. Reflex rifle sights

a. Description, quantity, and capabilities.

- i. AIM POINT Reflex Optics, quantity: 80. A reflector sight or reflex sight is an optical sight that allows the user to look through a partially reflecting glass viewer to identify where a weapon system is pointed. It is the primary aiming device for modern rifles.

b. Purpose

A safer and more accurate sighting system for rifles.

c. Authorized Use

Only members that are POST certified are authorized to use a rifle equipped with a reflex sighting system.

d. Lifespan

Approximately 10-15 years

e. Fiscal Impact

None. Once they are not functional, they will be returned to the military or disposed of.

f. Training

Officers are trained in the use of these optics in conjunction with being certified by a POST instructor in the operation of the rifle it is affixed to.

g. Legal and Procedural Rules

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It is the policy of the SLOPD to utilize these optics only for official law enforcement purposes.

3. Backup rifle iron sights

a. Description, quantity, and capabilities.

- i. MAG-PULL flip-up rear sights, quantity: 60. Back-up sighting system.

b. Purpose

Foldable rear sight for aiming a rifle in the event the electronic optic fails.

c. Authorized Use

Only members that are POST certified are authorized to use a rifle that is equipped with this rear sight.

d. Lifespan

Approximately 10-15 years

e. Fiscal Impact

None. Once they are not functional, they will be returned to the military or disposed of.

f. Training

Officers are trained in the use of these sights in conjunction with being certified by a POST instructor in the operation of the rifle it is affixed to.

g. Legal and Procedural Rules

It is the policy of the SLOPD to only utilize these sights official law enforcement purposes.

4. Laser range finder

a. Description, quantity, and capabilities.

- i. Laser range finder, quantity: 3. The range finder determines the distance between two points so calculations can be made to determine trajectory of rounds fired by a precision rifle team member.

b. Purpose

A laser range finder is a distance measuring tool.

c. Authorized Use

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Only members that are POST certified in the use of a long-range rifle are authorized to use a laser range finder in conjunction with their assigned rifle system.

d. Lifespan

Approximately 10-15 years

e. Fiscal Impact

None. Once they are not functional, they will be returned to the military, and we will source a replacement through the DLA.

f. Training

Officers are trained in the use of these laser range finders in conjunction with being certified by a POST instructor in the operation of the long-range rifle system.

g. Legal and Procedural Rules

It is the policy of the SLOPD to utilize these laser range finders only for official law enforcement purposes.

5. Infrared transmitter

a. Description, quantity, and capabilities.

- i. Infrared transmitters are small blinking infrared lights that attach to a 9-volt battery, quantity: 80. Infrared transmitters emit an infrared light that can be seen using night vision illuminators.

b. Purpose

Infrared transmitters are used by tactical teams in conjunction with night vision equipment. The transmitters are used to identify objects and/or locations that can only be seen with the use of night vision equipment.

c. Authorized Use

Only members that trained in the use of night vision equipment are authorized to use the infrared transmitters.

d. Lifespan

Approximately 10-15 years

e. Fiscal Impact

None. Once they are not functional, they will be returned to the military, and we will source a replacement through the DLA.

f. Training

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Use of infrared transmitters are deployed at the direction of the SWAT team commander for use during tactical operations. Officers deploying the Infrared transmitters receive periodic training in the proper deployment of the transmitters.

g. Legal and Procedural Rules

It is the policy of the SLOPD to utilize these infrared transmitters only for official law enforcement purposes.

6. Image intensifier, (Night vision)

a. Description, quantity, and capabilities.

- i. Night vision goggles, quantity: 4. Night vision allows officers to see in low light conditions.

b. Purpose

Used by SWAT in low light conditions during critical incidents when traditional lighting tools such as flashlights would be unsafe to use.

c. Authorized Use

Only members trained in the use of night vision equipment are authorized to use the equipment. These devices are assigned to SWAT and are used at the direction of the SWAT commander.

d. Lifespan

Approximately 10 years

e. Fiscal Impact

None. Once they are not functional, they will be returned to the military, and we will source a replacement through the DLA.

f. Training

Prior to using night vision, officers receive POST approved training in the operation of night vision. Additionally, all members that deploy night vision equipment train with them several times each year.

g. Legal and Procedural Rules

It is the policy of the SLOPD to utilize night vision only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

7. Toxicological Agents Protective Coveralls

a. Description, quantity, and capabilities.

- i. Rubber coated coveralls, quantity: 20. Coveralls used to protect officers during an incident involving chemical/biological contaminants

Policy 709: Military Equipment Attachment A

b. Purpose

Toxicological Agents Protective Coveralls are used by officers to protect against chemical/biological contaminated environments.

c. Authorized Use

Members of the Department are authorized to use the protective equipment during their response to any situation where chemical/biological contaminants are suspected.

d. Lifespan

Approximately 10 - 15 years

e. Fiscal Impact

None. Once they are not functional, they will be returned to the military, and we will source a replacement through the DLA.

f. Training

Officers are trained in the proper use of the protective coveralls on a five-year rotation.

g. Legal and Procedural Rules

It is the policy of the SLOPD to utilize this protective equipment for official law enforcement purposes.

8. Illuminator, Target Pointer, Aiming Laser

a. Description, quantity, and capabilities.

- i. EOTECH laser aiming device, quantity: 18. This is a multi-function visible and infrared laser aiming device with laser illuminator.

b. Purpose

The laser aiming device is used by SWAT members who are deploying a rifle while using night vision goggles. When using night vision, it becomes the primary aiming device for a rifle.

c. Authorized Use

Only members of SWAT who have received training in the proper use of the aiming device are authorized to use a rifle equipped with a EOTECH laser aiming device.

d. Lifespan

Approximately 10-15 years

e. Fiscal Impact

Policy 709: Military Equipment Attachment A

None. Once they are not functional, they will be returned to the military, and we will source a replacement through the DLA.

d. Training

Prior to using the sights, officers must be certified by POST instructors in the operation of the rifle the laser aiming device is affixed to. Additionally, all members that operate any rifle are required to pass a range qualification two times a year.

e. Legal and Procedural Rules

It is the policy of the SLOPD to utilize laser aiming devices only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.



Council Agenda Report

Item 6d

Department: Public Works
Cost Center: 5201/5008
For Agenda of: 9/2/2025
Placement: Consent
Estimated Time: N/A

FROM: Aaron Floyd, Interim Public Works Director
Prepared By: Alex Fuchs, Mobility Services Business Manager; Travis Gomez, Fleet Maintenance Supervisor

SUBJECT: PUBLIC WORKS DEPARTMENT SURPLUS FLEET ASSETS AND EQUIPMENT DISPOSAL

RECOMMENDATION

Authorize designation and sale of surplus SLO Transit vehicles and surplus Fleet Maintenance equipment in accordance with the City's policies and procedures prescribed in the Financial Management Manual

POLICY CONTEXT

Sections 405-L, 480-A, and 480-B of the Financial Management Manual (Attachments A and B) prescribe how surplus assets, including fleet vehicles, are disposed of by the City.

The SLO Transit vehicles recommended for surplus have far exceeded their default minimum useful life benchmark of seven years for medium-size, medium-duty buses per Federal Transit Administration [Circular 5010.1F](#) (page 148).

DISCUSSION

Background

The City currently stores two Transit vehicles at the Transit Yard that are not in service, a 2011 Cutaway Bus and a 2006 Replica Trolley. Both have exceeded the Federal Transit Administration's (FTA) default minimum useful life benchmark of seven years. Once a vehicle has reached its minimum useful life benchmark, it becomes eligible for disposal and its replacement can be funded through FTA's financial assistance programs.

The Transit Yard has 24 bus bays for parking of transit fleet vehicles. In May 2025, the City took delivery of six new battery electric buses. Between the existing fleet and the newly arrived buses, the Transit Yard is at capacity. Staff anticipates beginning construction in October 2025 for the installation of charging equipment to support the new electric buses. The construction will require closure of several bus bays, further limiting the Transit Yard's capacity.

SLO Transit has two additional electric buses on order. These buses are scheduled to

begin production in February 2026. Staff anticipates taking delivery of these buses in April 2026, at which time the Transit Yard will be over capacity if vehicles are not disposed of prior to delivery. With these issues in mind, staff has identified and recommends disposal of two vehicles, a 2011 cutaway bus and a 2006 replica trolley, to ensure sufficient capacity is available at the Transit Yard during the pending construction period and post-delivery of additional electric buses. If these two vehicles are not disposed of prior to construction, then off-site storage during the construction period will be required.

In addition to the surplus vehicles, Public Works Department's Fleet Maintenance program recently acquired new tire mounting and balancing machines to replace outdated equipment. With this equipment acquisition, and a minor reconfiguration of the shop layout, staff have identified several pieces of shop equipment that have exceeded their useful life or are no longer used by the program. These include the previous tire machines, a pedestal-mounted bench grinder, and an inoperable hydraulic press.

SLO Transit Surplus Vehicles

2011 Cutaway Bus

In 2015, the City purchased a "cutaway bus" from the San Luis Obispo Regional Transit Authority (RTA). A cutaway bus is a smaller transit vehicle made by using a van or truck, cutting off the back, and adding a larger passenger cabin. This 2011 bus can hold up to 28 passengers. Since 2015, SLO Transit has utilized the vehicle on its tripper services (Highland Tripper, Laguna Tripper, San Luis Tripper) and, occasionally, on fixed-route services with lower ridership levels.

In December 2024, staff was informed that the cutaway bus's engine failed and required replacement to keep the vehicle in service. A local service center quoted \$17,305 for labor and parts to replace the engine (Attachment C). The vehicle is well beyond its minimum seven-year useful life, per FTA Circular 5010.1F, and the recently adopted 2025-2027 Financial Plan includes capital funding to replace the vehicle with a battery electric equivalent. Investing over \$17,000 into the vehicle at this point would not be the best use of funds and disposal of the vehicle will not impact delivery of current service levels.

2006 Replica Trolley

In 2018, the City purchased a replica trolley from the RTA for \$1.00. The vehicle was never put into revenue service by SLO Transit, and no documentation was found indicating what service would be provided by the vehicle. The vehicle's mechanical and cosmetic condition has deteriorated over the last seven years and would require a substantial investment to get the vehicle into revenue service. SLO Transit owns a second replica trolley that is operated on the Old SLO Trolley routes which will remain in service. Photos of the vehicles are included in Attachment D to this report.

Table 1 - SLO Transit Fleet Asset Specifications

Asset No.	Make	Model Year	Description	Program
1167	El Dorado	2011	28-foot Cutaway Bus	Transit
N/A	Ford	2006	30-foot Replica Trolley	Transit

Public Works Fleet Maintenance Equipment

In 2006, Public Works Fleet purchased Coats brand tire mounting and balancing machines to support in-house tire services for the City's fleet. After nearly two decades of use, both machines have been replaced with updated equipment. The new tire balancer includes lift assist functionality, improving operator safety and reducing strain during use, while the new tire changer offers improved reliability and compatibility with modern wheel assemblies. Neither of the original tire machines included lift assist features, and both have surpassed their expected service life. With their replacement now in place, the older units no longer serve an operational purpose. Disposing of the 2006 tire changer and balancer will free up valuable shop space and will not impact Fleet's ability to deliver service.

Public Works Fleet staff have also identified two additional pieces of shop equipment for surplus: a Kan-Dor electric pedestal-mounted grinder (Asset Tag No. 10430) and a Dake hydraulic press (Serial No. 183783). The model years for both items are unknown, but they have been in the shop for decades and have seen minimal or no recent use. The hydraulic press is inoperable, and due to its age, size, and unknown repair history, staff determined that a replacement would be more cost-effective than attempting repair if future needs arise. The grinder, while still functional, is no longer needed for shop operations. Declaring both pieces as surplus will improve shop organization and ensure space is reserved for equipment that actively supports Fleet operations. Photos of assets are included in Attachment E to this report.

Table 2 - PW Fleet Surplus Asset Specifications

Asset No.	Make	Model Year	Description	Program
N/A	Coats	2006	Tire Changer	PW Fleet
N/A	Coats	2006	Tire Balancer	PW Fleet
10430	Kan-Dor	Unknown	Pedestal Grinder	PW Fleet
N/A	Dake	Unknown	Hydraulic Press	PW Fleet

Next Steps

If Council authorizes disposal of the SLO Transit and Public Works surplus assets, staff will proceed with disposal or sale of the surplus assets in accordance with Section 480 of the Financial Management Manual.

Previous Council Actions

1. On March 21, 2015, [Council approved acquisition of the cutaway bus](#) from RTA.
2. On August 24, 2021, [Council authorized disposal of surplus fleet and equipment](#) for similar reasons as recommended by the Public Works Department.

3. On June 17, 2025, [Council adopted the 2025-27 Financial Plan](#) and the Capital Improvement Plan (CIP). The CIP includes project no. 2000533 for the replacement of the cutaway bus in FY 2025-26 (page 220).

Public Engagement

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

CONCURRENCE

The City's Finance Department concurs with the recommended action in this report.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to the recommended action in this report because the sale or surplus of property is not considered a "project" as defined by CEQA Guidelines Section 15378.

FISCAL IMPACT

Budgeted: No

Budget Year: 2025-26

Funding Identified: N/A

Fiscal Analysis:

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

For SLO Transit's assets, it is difficult to estimate how much revenue will be generated from the sale of these vehicles because they are designed and built for specific purposes. Any funds generated after payment of associated advertising and auction fees will be returned to the Transit Fund to support transit-related operations and future capital projects.

For Fleet Maintenance's equipment, it is estimated that the sale will generate approximately \$4,000. This estimate is based on the age, condition, and inoperable status of the equipment, as well as referencing comparable listings from online auction platforms. All items have exceeded their useful life and have either been replaced or are no longer required for operations. Any funds generated, after payment of auction related fees, will be returned to the Public Works Fleet Maintenance program budget to support ongoing Fleet operations and future equipment needs.

Although no specific revenue is budgeted, any proceeds will be deposited into the appropriate fund and used to offset future equipment or operational costs.

ALTERNATIVES

1. ***Deny designation and sale of surplus transit vehicles.*** Should Council choose this option, staff will need to pursue rental of off-site storage for these surplus vehicles as the Transit Yard has a limited number of parking spaces for fleet vehicles thus incurring additional operating costs.
2. ***Deny designation and sale of surplus Fleet Equipment.*** Should Council choose this option, staff would retain outdated, inoperable, and/or unused shop equipment in the Fleet Maintenance facility. These items no longer support current operations and would continue occupying valuable shop space that could otherwise be used for active equipment, work areas, or storage. Retaining this equipment may also result in increased clutter, reduced efficiency, and diminished shop safety.

ATTACHMENTS

- A - Financial Management Manual, Section 405-L
- B - Financial Management Manual, Sections 480-A and 480-B
- C - Cutaway Bus Engine Repair Quote
- D - SLO Transit Surplus Fleet Photos
- E - Fleet Maintenance Surplus Equipment Photos

Section 405-L: Procedures

DISPOSING OF SURPLUS UNITS

1. When a unit is replaced or otherwise permanently removed from service, report to Accounting that it is surplus and available for sale.
2. Include in each such report the following information for each unit reported:
 - City identification number (e.g., 9901)
 - Vehicle identification number (VIN)
 - License number
 - Model year (e.g., 2005), make (e.g., Ford), and model (e.g., F-350)
 - Description (e.g., one-ton truck)
 - Assigned department (e.g., Public Works)
 - Assigned program (e.g., Signal and Light Maintenance)
 - Acquisition year (e.g., 2004-05)
 - Estimated surplus value
 - Basis of estimated surplus value (e.g., blue book, previous auction proceeds)
 - Current odometer or hourmeter reading
 - Justification for replacement
 - Current location
 - Authorization to surplus (e.g., budget document that authorized replacement or other Council authorization to replace or dispose of the unit)
3. Finance Division will dispose of surplus vehicles in accordance Section 480 of the Finance Management manual.

Section 480-A

SURPLUS PERSONAL AND UNCLAIMED PROPERTY POLICY

OVERVIEW

This policy addresses the procedures for the disposal of surplus personal property, unclaimed property, consumable supplies, and junk. The policies and procedures for the disposal or sale of surplus real property, abandoned property and resale inventory are provided in other policy documents.

In preparing this policy, not all issues or exceptions could be anticipated. Accordingly, the guidance given in this policy does not relieve Staff from exercising good judgment in their stewardship of the City's property resources. Whenever there is a question or doubt between the guidance provided in this policy and the good judgment expected of a prudent person, good judgment should always be the prevailing standard, with this policy as a minimum standard.

LEGISLATIVE POLICY

A. Surplus Property

Section 906 of the City Charter provides that the Council must approve the sale of surplus property (real or personal) with an estimated value greater than \$1,000.

B. Unclaimed Property

1. Chapter 3.32 of the City Municipal Code provides for the disposal of unclaimed property by the Chief of Police. This property must be held for a minimum of four months and notice of sale must be given at least five days prior to sale by publication in a newspaper of general circulation. Property not sold may be destroyed by the Police Department after public auction.
2. Sections 2080.4 and 2080.6 of the Civil Code requires any person finding property valued at \$10.00 or more to turn the property over to the Police Department within a reasonable time, stating when and where the property was found and providing a description of the property. If the property was saved, a statement is required from the "finder" describing:
 - a. From what and how it was saved.
 - b. Whether the owner of the property is known to the "finder".
 - c. That the property has not been secreted, withheld, or partially disposed.

ADMINISTRATIVE POLICY

- A. The Director of Finance & Information Technology (IT) is authorized to declare as surplus those items of personal property and consumable supplies estimated to be less than \$1,000 in value; Council approval is required to declare personal and consumable supplies as surplus with a value of \$1,000.
- B. Department Heads are authorized to approve the disposal of property that is essentially without value due to technical obsolescence or its unrepairable (or economically unrepairable) condition. Department Heads may dispose of such junk property in the manner they deem most appropriate, consistent with other rules, regulations, and the City's ethics policy.
- C. Generally, estimating the value of surplus property is made by the Department Head or designated representative. In unique and unusual cases, Finance will assist Departments in estimating the value of property by using the City's auction firm to provide a professional estimate. However, in all cases, the Department Head must approve in writing the estimated value of the property to be sold or otherwise disposed.
- D. The Director of Finance & IT is authorized to sell, transfer, trade, or otherwise dispose of surplus personal property, consumable supplies, or unclaimed property in the most cost effective manner. Normally the sale of this property will be at auction with a firm contracted to provide the following services:
 - 1. Sell and dispose of personal property, consumable supplies and unclaimed property at auction.
 - 2. Provide professional estimates as to the value of personal property and consumable supplies when required.
 - 3. Assist in the sale of unique or special property and consumable supplies that requires the use of a "specialty house" to sell or dispose of the property.
 - 4. Dispose of unsaleable property, supplies and equipment at an approved disposal site.
- E. The Director of Finance & IT may dispose of surplus property and supplies by transfer to another local government agency or non-profit organization based on the recommendation of a Department Head. Although there may be circumstances where it is appropriate to make such transfer without compensation, cash or in-kind services should generally be received in an amount equal to or greater than the estimated value provided by the City's auction firm or the Department Head. In the case of vehicles, "low blue book value" may also be considered.
- F. When it is a normal business practice, trade value should be obtained to determine the most cost effective method of disposal and as a standard by which to evaluate the services of the City's auction firm. There may be circumstances when trade value of

Surplus Personal and Unclaimed Property Policy

property may exceed auction value, in which case the Director of Finance & IT may authorize the trade of surplus property versus sale at auction based on the recommendation of the appropriate Department head.

- G. Advertising the sale of the City's property and unclaimed property will be made by the City's auction firm in accordance with these procedures, the Auction Services Agreement, and legislative policy. Accordingly, the advertising must disclose that the property for sale at auction is either the surplus property of the City of San Luis Obispo or is unclaimed property in the possession of the City and it must state the date and time of sale. Property sold at auction will be advertised at least five days in a newspaper of general circulation in the City of San Luis Obispo.
- H. Property determined to be unclaimed by the Chief of Police may be sold at public auction in accordance with these policies and procedures under the following conditions:
 - 1. It is a thing which is commonly the subject of sale.
 - 2. The owner cannot (with reasonable diligence) be found.
 - 3. The owner, if identified, refuses to pay the reasonable charges incurred by the City for storing and safeguarding of the property.

PROCEDURES

- A. Surplus Personal Property and Consumable Supplies
 - 1. Department Heads will identify personal property and supplies that are surplus to their needs and notify the Director of Finance & IT by Memorandum to sell or dispose of property identified, in accordance with City policy and procedures. The property to be declared surplus will be listed and include the City Asset Number (if applicable), a descriptive name of the property, quantity, pickup location, estimated value, and name of the contract person with their extension number. Separate memorandums must be prepared for property estimated to exceed \$1,000 in value and for property estimated to be less than \$1,000 in value. The memorandum (or listing) must indicate why the property is no longer required.
 - 2. Department Heads may request that Finance assist them in estimating the value of personal property and consumable supplies. In such instances, Finance may request the services of the City's auction firm in estimating these values. However, these services are limited and should not be used except for unique and unusual property.
 - 3. Special handling will be required for the disposal of toxic and hazardous materials, and should be coordinated with the City's Fire Department.

Surplus Personal and Unclaimed Property Policy

4. After receipt of a request to dispose of personal property and consumable supplies from a Department Head, Finance will circulate the list of property to other City Departments as an advisory memorandum. The property listed may be claimed by other Departments on a first come first serve basis. After 10 days from the date of the advisory memorandum, this listing will be forwarded to the Housing Authority, San Luis Coastal Unified School District, and United Way for their information. If none of these agencies expresses interest in the remaining property items within 10 days of receiving the listing, then the property will be consigned to the City's auction firm for sale or other method of disposal as determined by the Director of Finance & IT. Except in unusual circumstances, surplus property will generally remain on site pending its final disposition. This means that it is the responsibility of the interested party to make arrangements with the disposing department to view the property, discuss its condition, and coordinate any terms of transfer such as price, timing, and transportation.
5. For property with a value of \$1,000 or more, the Director of Finance & IT will prepare an Agenda Report for Council approval to declare the property as surplus after review by the operating departments as described above and prior to the consignment of property to the City's auction firm.

B. Evidence

The provisions of this policy do not address the disposal of property which is classified as evidence. Evidence is governed by the provisions of the penal code and must be dealt with accordingly. For example, evidence may be returned to the owner, subjected to lien, or classed as contraband and accordingly destroyed. However, evidence may also be determined by the Chief of Police to be unclaimed property and, in that event, will be processed in accordance with the policies and procedures provided below.

C. Unclaimed Property

Unclaimed property received by the City will be processed as follows:

1. The Police Department is required to receive, hold, and safekeep all property valued at more than \$10 that is found within the City limits and turned in to the Police Department for safekeeping. The owner will be notified as to where the property may be claimed if the owner's identity can reasonably be determined.
2. If the owner appears within 120 days after receipt of the property by the Police Department, proves ownership, and pays all reasonable charges, the Police Department will return the property to the owner.
3. If the reported value of the property is fifty dollars or more (and no owner appears and proves ownership within 120 days), the Police Department will publish a notice, at least once, in a newspaper of general circulation. After seven days following the first published notice the following actions will be taken if no owner appears and proves ownership of the property;

Surplus Personal and Unclaimed Property Policy

- a. If the property was found in the course of employment by a City employee, the property shall be sold at public auction.
- b. The title shall vest in the person who found the property if he or she is willing to pay the cost of the publication.
- c. If the reported value of the property is less than \$50 and no owner appears and proves ownership of the property within 120 days, the title shall vest in the person who found the property, unless the property was found in the course of employment by a City employee, in which case the property shall be sold at public auction.
- d. Generally, the sale of unclaimed property will be made by the City's auction firm; however, in unique circumstances, the Chief of Police may request that Police Department staff conduct the auction. When the City's auction firm is used, the firm must be notified in writing with a list of property to be sold. This list does not require a statement of estimated values. The letter will give the name of the contact person and extension number, a short title property description, a pickup location, and a pickup time.
- e. Prior to sale, a listing of unclaimed property shall be provided to the Director of Finance & IT, who will circulate this list as an advisory memorandum to other City Departments. The property listed may be claimed by other Departments on a first come first serve basis. After a 15 day period from the date of the advisory memorandum, the unclaimed property will be available for sale at public auction according to policy.
- f. The unclaimed property to be sold by the City's auction firm will be transferred on consignment in accordance with the surplus property policies.
- g. Any property remaining unsold after being offered at public auction may be destroyed or otherwise disposed of by the City's auction firm.

Approved by the City Manager on March 1, 1990; revised on January 14, 1994.

Section 480-B

AUCTION FIRM SERVICES

OVERVIEW

To reduce staff time in the sale and disposal of property, to reduce the amount of space being used to store surplus and unclaimed property, to improve the process of estimating the value of surplus property, and to maximize the value of return on surplus property, the Department of Finance & IT is authorized to contract with an auction firm to assist staff in the sale and disposal of personal property, consumable supplies and unclaimed property on an "as available basis" after authorization is given by the Council or the Director of Finance & IT to sell or dispose of City property.

The policies and procedures provided below in conjunction with the City's auction firm will provide the staff with the opportunity to systematize the sale and disposal of this property.

AUCTION FIRM RESPONSIBILITIES

The following responsibilities will normally be assigned to the City's auction firm by Agreement between the City and the firm selected:

- A. The auction firm will be required to pickup any and all "marketable" surplus property by consignment and deliver this property to their premises where it shall be inventoried, sorted, identified, and catalogued. An auction will be conducted within 30 days of receipt of property and supplies.
- B. The auction firm will make the necessary arrangements for offering the property for sale by auction to the most qualified buyers to obtain the highest return possible. The auction firm will advertise the auction in a manner that will obtain the maximum participation by the public in at least one newspaper of general circulation in the City of San Luis Obispo for a minimum of five days prior to a scheduled auction.
- C. The property consigned to the auction firm will remain the property of the City until sold or disposed in accordance with these procedures.
- D. Property not sold at auction will be disposed by on of the following methods:
 - 1. Consignment to a sub-contractor specializing in unique or special equipment and material for which there is no local market.
 - 2. Direct sale to a buyer of unique or special equipment and material for which there is no local market.
 - 3. By sale as salvage to a local dealer or any recycling firm.
 - 4. By destruction at an appropriate landfill site and certification thereto.
 - 5. Returned to the City.
- E. The material and equipment not sold at auction will be disposed of by one of the methods described above within 15 days from the date offered at auction. For the purpose of these

instructions, the City will give approval as to the disposal method based on the recommendation of the auction firm and the method that is in the best interests of the City.

- F. The auction firm will provide the Department of Finance & IT with a list of consigned property with a check for the net proceeds from the auction or specialty sale within 60 days of receipt of consigned material and equipment providing the following information:
1. City Asset number (if available)
 2. Short title description of the property
 3. Date of sale or disposal
 4. Purchaser or the disposal site
 5. Total purchase price
 6. Auction fee
 7. Net to City
 8. Method of disposal (sale at auction, transfer to a specialty house for sale, direct sale as salvage, transfer to an appropriate landfill or disposal site, return to City)

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RETURN POLICY: No returns on electrical or special order items. All claims and returned goods must be accompanied by this invoice.
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YOUR PURCHASE ORDER		TERMS		INVOICE DATE		INVOICE NUMBER / PG.	
		Payment Due Upon Receipt		12/09/24		Q000627124 1	
SHIP VIA				SALESPERSONS NAME			
Customer Pickup				Johnny Henricksen			
QTY.	DESCRIPTION	SOURCE	LIST	NET	AMOUNT		
1	8C3Z 6006 BARM : SERVICE ENGINE A	EP	7732.00	7732.00	7732.00		
1	8C3Z 6006 BARM-C : 8C3Z 6006 BARM	EP	1800.00	1800.00	1800.00		
1	8C3Z 6006 BARM-C : 8C3Z 6006 BARM	SPORD	1800.00	1800.00	-1800.00		
7	XO 5W20 DSP : MOTORCRAFT SAE 5W-2	SHOP	9.98	9.98	69.86		
Part interchanges with part# 5W20							
3	VC 13 G : ANTI-FREEZE	A10/D1	26.50	26.50	79.50		
1	FL 820 SB12 : FILTER ASY - OIL	SPORD	45.43	45.43	45.43		
Part interchanges with part# F1AZ6731BE							
6	378941 S441 : NUT - HEX.	61/D2	12.84	12.84	77.04		
2	CC3Z 9448 A : GASKET	EP	95.19	95.19	190.38		
2	CC3Z 9448 B : GASKET	EP	74.79	74.79	149.58		
1	BC3Z 8075 D : HOSE - OVERFLOW	EP	114.94	114.94	114.94		
2	XC3Z 8124 AA : INSULATOR - RADIAT	EP	48.90	48.90	97.80		
2	7C3Z 8125 A : INSULATOR - RUBBER	EP	41.73	41.73	83.46		
Memphis							
1	BC3Z 8260 D : HOSE ASY	EP	334.85	334.85	334.85		
Part interchanges with part# KM5070							
1	BC3Z 8286 J : HOSE - RADIATOR	EP	312.71	312.71	312.71		
Part interchanges with part# KM5108							
1	BC3Z 8286 M : HOSE ASY	EP	437.37	437.37	437.37		
Part interchanges with part# KM5111							
1	BC3Z 8A193 B : BRACKET - RADIATOR	EP	85.55	85.55	85.55		
DATE PRINTED		TIME		SERVICES OR EQUIPMENT			
PARTS DEPARTMENT HOURS 8:00 a.m. to 5:00 p.m. Mon - Fri 8:00 a.m. to 2:00 p.m. Sat <h2>Thank You!</h2>		NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS. X		SHIPPING			
				C.O.D. CHARGE			
				SALES TAX OR TAX I.D.			
				DEPOSIT ON CONTRACT			
				TOTAL			

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YOUR PURCHASE ORDER		TERMS	INVOICE DATE		INVOICE NUMBER / PG.	
		Payment Due Upon Receipt	12/03/24		Q000627124 2	
SHIP VIA			SALESPERSONS NAME			
Customer Pickup			Johnny Henricksen			
QTY.	DESCRIPTION	SOURCE	LIST	NET	AMOUNT	
1	memphis BC3Z 8A193 A : BRACKET - RADIATOR	EP	84.71	84.71	84.71	
1	memphis MISCELLANEOUS : PARTS	EP	500.00	500.00	500.00	
<div>Freon Possible</div> <div>24.4 ws Pro demand</div> <div>@ 250w</div> <div>\$6100</div> <div>2 year unlimited</div> <div>w/lt warranty</div>						
DATE PRINTED		12/03/24	TIME	15:46:58	SERVICES OR EQUIPMENT	
<div>PARTS DEPARTMENT HOURS</div> <div>8:00 a.m. to 5:00 p.m. Mon - Fri</div> <div>8:00 a.m. to 2:00 p.m. Sat</div> <div>Thank You!</div> <div>NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.</div> <div>X</div>		SHIPPING				10395.18
		C.O.D. CHARGE				
		SALES TAX OR TAX I.D.				909.58
		DEPOSIT ON CONTRACT				
		TOTAL				11304.76
Labor				\$ 6100.00		
Total				\$ 17,304.76		

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2011 Cutaway Bus



2006 Replica Trolley

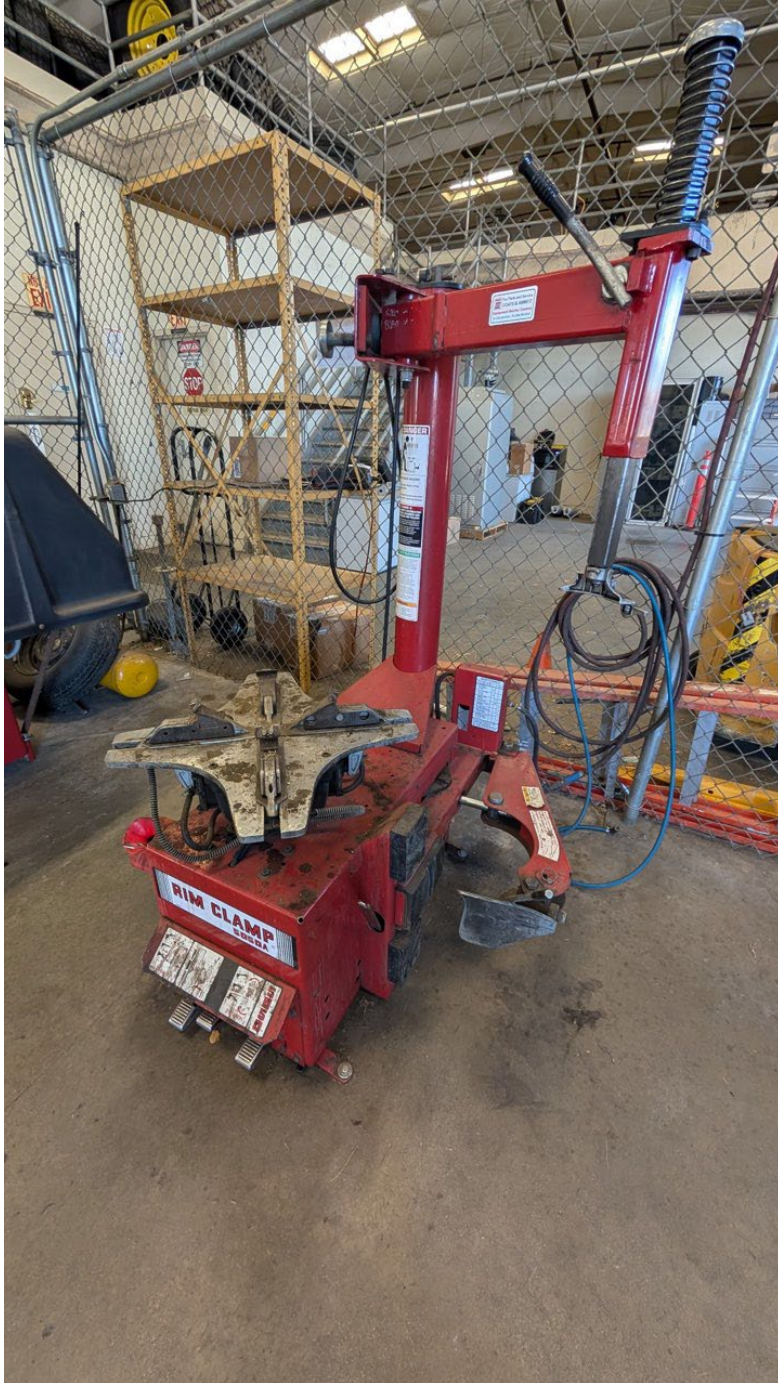




Kan Dor Grinder



Coats Tire Balancer



Coats Tire Changer



Dake Hydraulic Press



Department: Community Development
Cost Center: 4008
For Agenda of: 9/2/2025
Placement: Consent
Estimated Time: N/A

FROM: Timmi Tway, Community Development Director
Prepared By: Hannah Hanh, Associate Planner

SUBJECT: SECOND READING AND ADOPTION OF ORDINANCE NO. 1749 (2025 SERIES) REVOKING THE PLANNED DEVELOPMENT OVERLAY (ORDINANCE NO. 1687 [2020 SERIES]), RELATED TO A DEVELOPMENT PROJECT AT 1144 CHORRO STREET, AND AMENDING THE ZONING MAP FOR THE SEVEN (7) ASSOCIATED P

RECOMMENDATION

Adopt Ordinance No. 1749 (2025 Series) entitled, "An Ordinance of the City Council of the City of San Luis Obispo, California, revoking the Planned Development Overlay (Ordinance No. 1687 [2020 Series]), related to a development project proposed at 1144 Chorro Street, and amending the Zoning Map to rezone the seven (7) associated properties from C-D-PD and C-D-H-PD to C-D and C-D-H, respectively. The project is exempt from environmental review (CEQA) (1144 Chorro Street; 895, 898, and 973 Higuera Street; 876 and 890 Marsh Street; and 868 and 870 Monterey Street; PDEV-0428-2023)."

PROJECT REQUEST

On behalf of Copeland Properties, Jamestown Premier Retail LP, and NKT Commercial (Applicants and Affected Property Owners), Mark Rawson (Representative) submitted a Planned Development (PD) Amendment (PDEV-0428-2023) to revoke the PD Overlay ([Ordinance No. 1687 \[2020 Series\]](#)) for seven (7) properties located at 1144 Chorro Street; 895, 898, and 973 Higuera Street; and 876 and 890 Marsh Street, all of which are owned by the Affected Property Owners. Revocation of the PD Overlay would rezone these properties from the Downtown Commercial Zone with Planned Development Overlay (C-D-PD) and Downtown Commercial Zone with Historic and Planned Development Overlays (C-D-H-PD) to Downtown Commercial Zone (C-D) and Downtown Commercial Zone with Historic Overlay (C-D-H), respectively.

The PD Overlay was originally adopted for these properties in order to facilitate a specific mixed-use development proposed at 1144 Chorro Street. Due to various changes in circumstances, this proposed mixed-use development will no longer occur, and the Applicants are now requesting to revoke the PD Overlay as a clean-up to the Zoning Map. Revocation of this overlay is intended to clarify the regulations that would apply to future development projects on these affected properties.

POLICY CONTEXT

Per San Luis Obispo Municipal Code (SLOMC) [Section 17.48.100](#), a rezoning process, which includes review by the Planning Commission and adoption by the City Council, is required to remove the PD Overlay.

DISCUSSION

Previous Council and Advisory Body Review

On September 17, 2019, the City Council initiated the project review with consideration of the Community Benefits and Mandatory Project Features for the PD Overlay (ARCH-1687-2018, PDEV-0509-2019, and EID-0475-2019).

On June 1, 2020, the Architectural Review Commission recommended approval of the mixed-use project with direction to the Planning Commission for consistency with the Community Design Guidelines (ARCH-1687-2018, PDEV-0509-2019, and EID-0475-2019).

On June 22, 2020, the Cultural Heritage Committee recommended approval of the mixed-use project with direction to the Planning Commission for consistency with the Historic Preservation Ordinance and Historic Preservation Program Guidelines (ARCH-1687-2018, PDEV-0509-2019, and EID-0475-2019).

On July 8, 2020, the Planning Commission recommended approval of the mixed-use project with direction to the City Council for consistency with the General Plan and Zoning Regulations (ARCH-1687-2018, PDEV-0509-2019, and EID-0475-2019).

On August 18, 2020, the City Council introduced an ordinance amending the Zoning Regulations Map to change the zoning designation of seven (7) properties from C-D-H to C-D-H-PD and C-D to C-D-PD for a PD Overlay; and approved the mixed-use project consisting of approximately 30,000 square feet of commercial/office space and 50 residential dwelling units (ARCH-1687-2018, PDEV-0509-2019 and EID-0475-2019).

On September 1, 2020, the City Council adopted an ordinance (Ordinance No. 1687 [2020 Series]) amending the Zoning Regulations Map to change the zoning designation of the associated properties from C-D to C-D-PD and C-D-H to C-D-H-PD (PDEV-0509-2019 and EID-0475-2019).

On August 28, 2024, the City Council's approval of the mixed-use project consisting of approximately 30,000 square feet of commercial/office space and 50 residential dwelling units expired (ARCH-1687-2018, PDEV-0509-2019 and EID-0475-2019).

On May 15, 2025, the Community Development Department received a complete application submittal confirming that all affected owners of the seven (7) associated properties are in agreement and request to revoke the PD Overlay (PDEV-0428-2023).

On July 9, 2025, the Planning Commission reviewed and unanimously recommended the City Council revoke the PD Overlay because required findings for its initial approval would no longer be applicable and/or met.

On August 19, 2025, the City Council voted 5 – 0 to introduce Ordinance No. 1749 (2025 Series) revoking the PD Overlay (Ordinance No. 1687 [2020 Series]), related to a development project proposed at 1144 Chorro Street, and amending the Zoning Map to rezone the seven (7) associated properties from C-D-PD and C-D-H-PD to C-D and C-D-H, respectively. While the PD Overlay does not preclude changes in use (e.g., changes in commercial uses) for these properties, its revocation would address potential confusion and/or conflict for future development projects that include the construction of new residential units on individual properties affected by the overlay.

If Council adopts Ordinance No. 1749 on September 2, 2025, it shall be effective 30 days after its final passage.

Public Engagement

In accordance with Government Code Section 65854, public notice was provided at least 20 days before the Planning Commission hearing on July 9, 2025. Public notice was duly provided for introduction and adoption by the City Council on August 19, 2025 and September 2, 2025, respectively. The public has the opportunity to comment on the item before and/or at each hearing.

CONCURRENCE

The Council Agenda Report was reviewed by the Community Development Department, Finance Department, City Attorney, and City Administration for concurrence.

ENVIRONMENTAL REVIEW

The project is exempt from environmental review under Section 15061(b)(3) (General Rule Exemption) of the CEQA Guidelines. This “Common Sense” exemption states that CEQA only applies to projects that have the potential for causing significant effect on the environment. Since the scope of this request is limited to an amendment on the Zoning Map and does not facilitate any development project, it would not have an effect on the environment. Additionally, the mitigation measures required as part of the PD Overlay adoption in 2020 were only applicable to the development project for 1144 Chorro Street as proposed at the time. Should there be any new development proposed at 1144 Chorro Street or any of the other affected properties, those projects would be evaluated on an individual basis for consistency and compliance with all applicable regulations in effect at that time, including environmental review.

FISCAL IMPACT

Budgeted: N/A

Budget Year: 2025-26

Funding Identified: Yes

Fiscal Analysis

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

The PD Amendment application for this revocation request was paid by the Applicant, and there is no upfront cost resulting from the revocation of the PD Overlay on the Zoning Map. If Council adopts the Ordinance to revoke the overlay, subsequent development projects proposed on these properties would be subject to the appropriate permitting applications, which are applicant-funded review processes.

ALTERNATIVES

1. Council may decide to modify the Ordinance to revoke the PD Overlay before adoption. Depending on the changes proposed, modification of the Ordinance may require reintroduction and then adoption during a subsequent public hearing, which will delay implementation of the Ordinance.
2. Council may decide not to adopt the Ordinance to revoke the PD Overlay. Retention of the PD Overlay would mean that a reference to an expired development project and its associated requirements would remain on the Zoning Map. If the reference remains, it may result in (a) confusion related to the number of allowable density units for individual properties affected by the overlay and/or (b) conflict for future development projects that include the construction of new residential units because one of the primary purposes of this PD Overlay is to allow the transfer of density credits to a specific property at 1144 Chorro Street.

ATTACHMENTS

- A. Ordinance No. 1749 (2025 Series)

ORDINANCE NO. 1749 (2025 SERIES)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN LUIS OBISPO, CALIFORNIA, REVOKING THE PLANNED DEVELOPMENT OVERLAY (ORDINANCE NO. 1687 [2020 SERIES]), RELATED TO A DEVELOPMENT PROJECT PROPOSED AT 1144 CHORRO STREET, AND AMENDING THE ZONING MAP TO REZONE THE SEVEN (7) ASSOCIATED PROPERTIES FROM C-D-PD AND C-D-H-PD TO C-D AND C-D-H, RESPECTIVELY. THE PROJECT IS EXEMPT FROM ENVIRONMENTAL REVIEW (CEQA) (1144 CHORRO STREET; 895, 898, AND 973 HIGUERA STREET; 876 AND 890 MARSH STREET; AND 868 AND 870 MONTEREY STREET; PDEV-0428-2023)

WHEREAS, the City Council of the City of San Luis Obispo conducted a public hearing in the Council Chambers of City Hall, 990 Palm Street, San Luis Obispo, California, on September 17, 2019, initiating the project review with consideration of the Community Benefits and Mandatory Project Features for the Planned Development Overlay (PD Overlay), pursuant to a proceeding instituted under ARCH-1687-2018, PDEV-0509-2019, and EID-0475-2019; Mark Rawson, applicant; and

WHEREAS, the Architectural Review Commission of the City of San Luis Obispo conducted a web-based public hearing on June 1, 2020, recommending approval of the project with direction to the Planning Commission for consistency with the Community Design Guidelines, pursuant to a proceeding instituted under ARCH-1687-2018, PDEV-0509-2019, and EID-0475-2019; Mark Rawson, applicant; and

WHEREAS, the Cultural Heritage Committee of the City of San Luis Obispo conducted a web-based public hearing on June 22, 2020, recommending approval of the project with direction to the Planning Commission for consistency with the Historic Preservation Ordinance and Historic Preservation Program Guidelines, pursuant to a proceeding instituted under ARCH-1687-2018, PDEV-0509-2019, and EID-0475-2019; Mark Rawson, applicant; and

WHEREAS, the Planning Commission of the City of San Luis Obispo conducted a web-based public hearing on July 8, 2020, recommending approval of the project with direction to the City Council for consistency with the General Plan and Zoning Regulations, pursuant to a proceeding instituted under ARCH-1687-2018, PDEV-0509-2019, and EID-0475-2019; Mark Rawson, applicant; and

WHEREAS, the City Council of the City of San Luis Obispo conducted a web-based public hearing on August 18, 2020, introducing an ordinance amending the Zoning Regulations Map to change the zoning designation of seven (7) properties from C-D-H to C-D-H-PD and C-D to C-D-PD for a PD Overlay; and approving the development of a six-story mixed-use building consisting of approximately 30,000 square feet of commercial/office space and 50 residential dwelling units pursuant to a proceeding instituted under ARCH-1687-2018, PDEV-0509-2019 and EID-0475-2019; Mark Rawson, applicant; and

WHEREAS, the City Council of the City of San Luis Obispo conducted a web-based public hearing on September 1, 2020, approving the PD Overlay for seven (7) properties within the Downtown Commercial Zone and adopting an ordinance (Ordinance No. 1687 [2020 Series]) amending the Zoning Regulations Map to change the zoning designation of the associated properties from C-D to C-D-PD and C-D-H to C-D-H-PD pursuant to a proceeding instituted under PDEV-0509-2019 and EID-0475-2019; Mark Rawson, applicant; and

WHEREAS, the City Council's approval of a six-story mixed-use development consisting of approximately 30,000 square feet of commercial/office space and 50 residential dwelling units, instituted under ARCH-1687-2018, PDEV-0509-2019 and EID-0475-2019, expired on August 28, 2024, and the property owner of 1144 Chorro Street does not wish to re-initiate; and

WHEREAS, the City's Community Development Department received a complete application submittal on May 15, 2025, confirming that all affected owners of the seven (7) associated properties are in agreement and requesting to revoke the PD Overlay, related to the development project proposed at 1144 Chorro, instituted under PDEV-0428-2023; and

WHEREAS, the Planning Commission of the City of San Luis Obispo conducted a public hearing in the Council Chamber of City Hall, 990 Palm Street, San Luis Obispo, California on July 9, 2025, recommending the City Council revoke the PD Overlay related to the development project proposed at 1144 Chorro and amend the Zoning Map to rezone the seven (7) associated properties from C-D-PD and C-D-H-PD to C-D and C-D-H, pursuant to a proceeding under PDEV-0428-2023; Copeland Properties, Jamestown Premier Retail LP, and NKT Commercial, applicants; and

WHEREAS, the City Council of the City of San Luis Obispo conducted a public hearing in the Council Chamber of City Hall, 990 Palm Street, San Luis Obispo, California on August 19, 2025, for the purpose of introducing an Ordinance to revoke the PD Overlay related to the development project proposed at 1144 Chorro and amend the Zoning Map to rezone the seven (7) associated properties from C-D-PD and C-D-H-PD to C-D and C-D-H, pursuant to a proceeding under PDEV-0428-2023; Copeland Properties, Jamestown Premier Retail LP, and NKT Commercial, applicants; and

WHEREAS, notices of said public hearing were made at the time and in the manner required by law; and

WHEREAS, the City Council has duly considered all evidence, including the testimony of interested parties and the evaluation and recommendation by staff, presented at said hearing.

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

SECTION 1. Findings. Based upon all evidence, the City Council revokes the Planned Development Overlay, related to the development project at 1144 Chorro Street, because the required findings previously made for Ordinance No. 1687 (2020 Series) would no longer be applicable and/or met, based on the following:

1. The purpose of adopting this PD Overlay in 2020 was to facilitate a specific accompanying project at 1144 Chorro Street;
2. Approval of that accompanying project at 1144 Chorro Street (ARCH-1687-2018, PDEV-0509-2019, and EID-0475-2019) has expired;
3. Any community benefits and mandatory project features required of, or resulting from, the development project would no longer occur because the accompanying project approval has expired and the property owner of 1144 Chorro Street does not wish to re-initiate;
4. All current owners of the seven (7) affected properties do not wish to re-initiate the project as previously approved;
5. The property owner of 1144 Chorro Street has actively pursued entitlement and building permit approvals for different uses at the property;
6. The PD Overlay encumbers seven (7) properties in downtown, not under common ownership, by referring to an expired project approval on the Zoning Map; and
7. Revocation of the PD Overlay would amend and clean up the Zoning Map by removing the reference to an expired project approval and its associated requirements (e.g., mitigation measures from the environmental review; deviations allowed by the PD overlay; conditions of approval, etc.). Revocation would provide clarity in applicable regulations of the affected properties and remove unnecessary restrictions on development thereof.

SECTION 2. Environmental Determination. The project is exempt from environmental review under Section 15061(b)(3) (General Rule Exemption) of the California Environmental Quality Act (CEQA) Guidelines. This “Common Sense” exemption states that CEQA only applies to projects that have the potential for causing significant effect on the environment. Since the scope of this request is limited to an amendment on the zoning map and does not facilitate any development project, it would not have an effect on the environment. Additionally, the mitigation measures required as part of the PD Overlay adoption in 2020 were only applicable to the development project for 1144 Chorro Street as proposed at the time. Should there be any development proposed on 1144 Chorro Street or any of the other affected properties, those projects would be evaluated on an individual basis for consistency and compliance with all applicable regulations in effect at that time, including environmental review.

SECTION 3. Action. The City Council hereby adopts an ordinance to revoke the PD Overlay, related to a development project proposed at 1144 Chorro Street, and rezone the seven (7) associated properties from C-D-PD and C-D-H-PD to C-D and C-D-H, respectively, as shown in Exhibit A and incorporated herein.

EXHIBIT A



Proposed Zoning Map with the C-D and C-D-H Zones

SECTION 4. A summary of this ordinance, together with the names of the Council members voting for and against, shall be published at least five (5) days prior to its final passage, in the New Times, a newspaper published and circulated in this City. The Ordinance shall be effective 30 days after its final passage.

INTRODUCED on the 19th day of August 2025, **AND FINALLY ADOPTED** by the Council of the City of San Luis Obispo on the 2nd day of September 2025, on the following vote:

AYES:
NOES:
RECUSED:
ABSENT:

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



Department: Public Works
Cost Center: 5201/5001
For Agenda of: 9/2/2025
Placement: Consent
Estimated Time: N/A

FROM: Aaron Floyd, Interim Public Works Director
Prepared By: Matt Pennon, Diversity, Equity, and Inclusion Manager; Natalie Harnett, Policy and Projects Manager; Alex Fuchs, Mobility Services Business Manager

SUBJECT: ADOPTION OF TITLE VI PROGRAMS FOR SLO TRANSIT AND FOR THE PUBLIC WORKS DEPARTMENT

RECOMMENDATION

1. Adopt a Draft Resolution entitled, "A Resolution of the City Council of the City of San Luis Obispo, California, approving the adoption of San Luis Obispo (SLO) Transit's Federal Transit Administration Title VI Program update for federal fiscal years 2026-2028"; and (Attachment A)
2. Adopt a Draft Resolution entitled, "A Resolution of the City Council of the City of San Luis Obispo, California, approving the adoption of the Public Works Department's Title VI Program Plan." (Attachment B)

POLICY CONTEXT

The City of San Luis Obispo (City) is a direct recipient of Federal Transit Administration (FTA) funds and, as such, is subject to Title VI of the Civil Rights Act of 1964 and related non-discrimination requirements under U.S. Department of Transportation regulations. The City is also a subrecipient of Federal Highway Administration (FHWA) funds through the California Department of Transportation (Caltrans). Title VI prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving federal financial assistance.

In accordance with FTA [Circular 4702.1B](#), all direct recipients must submit a Title VI Program every three years to demonstrate compliance. This program must be approved by the recipient's governing board prior to submission to the FTA. For SLO Transit, the current update is due by October 1, 2025.

Separately, Caltrans, acting as a pass-through agency for FHWA funds, is [requiring](#) that recipient agencies, including the City of San Luis Obispo, establish a Title VI program that is subject to review by Caltrans pursuant to 23 CFR 200.9(b)(7).

While the City's Transit Program has historically maintained its own standalone Title VI Program, the City has now developed a department-wide Title VI Program Plan for Public Works in response to Caltrans' request. Although there is some overlap between the two plans, the Transit Program includes additional operational requirements, including specific public outreach and service monitoring requirements related to ongoing transit operations—not just capital projects.

To streamline review and approval, both the updated SLO Transit Title VI Program and the new Public Works Title VI Program are being presented to the City Council together, as separate attachments, within a single Council agenda item.

Both Title VI Programs must be adopted by the recipient's governing body—in this case, the City Council—prior to submission to the FTA and to Caltrans. Attachment A includes a draft Resolution approving the SLO Transit Title VI Program for federal fiscal years 2026–2028. Attachment B includes a draft Resolution approving the Public Works Department Title VI Program.

DISCUSSION

Background

The discussion below outlines the key elements required to be included in each of the plans.

Attachment C – SLO Transit Plan

The FTA provides financial assistance to agencies for the improvement, maintenance, and operations of their respective transit systems. The objectives of the FTA's Title VI Program are to ensure that the level and quality of public transportation service is provided in a non-discriminatory manner; to promote full and fair participation in public transportation decision-making without regard to race, color, or national origin; and to ensure meaningful access to transit-related programs and activities by persons with limited English proficiency. SLO Transit's Title VI Program must include the following elements to be considered in compliance:

1. A copy of SLO Transit's Title VI notice to the public
2. A copy of the SLO Transit's instructions to the public regarding how to file a Title VI discrimination complaint, including a copy of the complaint form
3. A list of any public transportation-related Title VI investigations, complaints, or lawsuits filed since the time of the last submission
4. A public participation plan and a summary of outreach efforts made since the last Title VI Program submission
5. A copy of SLO Transit's plan for providing language assistance to persons with limited English proficiency
6. A table depicting the racial breakdown of the membership of transit-related, non-elected planning boards, advisory councils or committees (i.e. Mass

Transportation Committee)

7. System-wide service standards policies for vehicle load, vehicle headway, on-time performance, service availability, vehicle assignments, and transit amenities

In compliance with federal statutory and administrative requirements, staff updated SLO Transit's Title VI Program for federal fiscal years 2026-2028 (Attachment C). Once the program update is approved, staff will submit it to the FTA for review and approval.

Attachment D – Public Works Plan

The FHWA provides financial assistance to agencies for the planning, construction, and maintenance of transportation infrastructure. Its Title VI Program ensures that federally funded highway programs are delivered in a non-discriminatory manner. In June 2025, Caltrans conducted a Title VI Program assessment and found the City to be out of compliance with updated Federal Highway Administration (FHWA) requirements—something common among agencies that had not previously been asked to formalize a Title VI Program. While the City already integrates many of these practices through its Public Engagement and Noticing (PEN) Manual, this new Public Works Title VI Program (Attachment D) formalizes that approach. Supporting documents will be posted to the Public Works website, and will include the following elements required by Caltrans to be considered compliant:

1. Title VI Implementation Plan (Title VI Plan)
2. Title VI Coordinator
3. Title VI/Non-Discrimination Policy Statement
4. Limited English Proficiency (LEP) Assessment (Four Factor Analysis)/ Language Access Plan (LAP)
5. Dissemination of Title VI Information
6. Title VI Training for LPA Staff
7. Title VI Assurances in Contract Documents and Agreements
8. Title VI Complaint Procedures
9. Title VI Data Collection
10. Internal/External Title VI Reviews
11. Title VI Accomplishments and Goals Report (Title VI Annual Work Plan)

Once the program is approved, staff will submit it to Caltrans for review and approval.

Previous Council Actions

1. [On January 21, 2020](#), City Council approved SLO Transit's FFY2021-23 Title VI Program update.
2. [On March 21, 2023](#), City Council adopted Resolution No. 11401 approving SLO Transit's FFY2023-25 Title VI Program update and SLO Transit's FY2022-23 Public Transportation Agency Safety Plan.

Public Engagement

The following is a summary of the outreach performed for SLO Transit's Title VI Program update.

1. Transit Rider Surveys – Between May 12 and May 16, 2025, 105 surveys from current riders were collected to determine how well they read and speak English, language(s) other than English spoken at home, language encounters with SLO Transit staff, how they get information about SLO Transit services, and why they ride the bus.
2. Community Partner Surveys – Between May 22 and June 10, 2025, community partners were invited to complete a survey to assess the extent to which they encounter Limited English Proficiency (LEP) populations, the types of services they offer to LEP persons, challenges with serving persons with LEP, and frequency of requests from LEP persons to translate/interpret transit information.
3. Informational Meetings – On June 11, 2025, staff held two in-person public meetings (1:30 p.m. and 5:00 p.m.) to provide an overview of the Title VI Program requirements and findings from the program update process. It was also an opportunity for the public to provide feedback on SLO Transit's services and programs.

CONCURRENCE

The City's Office of Diversity, Equity, and Inclusion concurs with the recommended actions to adopt both Title VI Programs.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

Budgeted: Yes

Budget Year: 2025-26

Funding Identified: Yes

Fiscal Analysis:

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

SLO Transit's annual budget includes costs of printing services, digital and print advertising, and for public outreach opportunities. These activities include production of vital documents in both English and Spanish. No additional funds are needed to implement the Title VI Program. Historically, 50 percent of SLO Transit's eligible operating expenses are funded through FTA financial assistance programs. SLO Transit's operating budget in FY 2025-26 is \$5,992,190 which means half (approximately \$3 million dollars) would be ineligible for FTA assistance without an adopted Title VI Program. Additionally, a majority of SLO Transit's capital projects are funded through FTA programs including procurement of electric buses, charging infrastructure, and maintenance of transit facilities. Without access to FTA financial assistance, some or all of these projects may not be able to move forward.

Over the years, the City has received FHWA-administered funding for multiple infrastructure projects and remains committed to pursuing future opportunities. Most notably, the City has been allocated over \$10 million in Highway Bridge Program funds for the Prado Road Bridge and Road Widening project. Formal adoption of this Title VI Program is essential to safeguard current funding and ensure continued eligibility for future federal assistance.

ALTERNATIVES

1. ***Council could choose to adopt only one of the two Title VI Programs***—for example, the Transit Program or the Public Works Program—while deferring or declining adoption of the other. However, doing so may jeopardize the City's eligibility for federal funding through the respective agency (FTA or Caltrans/FHWA).
2. ***Council could choose not to adopt either Title VI Program***. Council could choose not to adopt either the SLO Transit or Public Works Title VI Program. Should Council pursue this option, the City would become ineligible to receive financial assistance from the FTA, which funds the majority of SLO Transit's operating and capital costs. Additionally, this could jeopardize the City's access to FHWA funds administered through Caltrans, potentially impacting future transportation and infrastructure projects.
3. ***Council could choose to direct changes to one or both plans***. Should Council pursue this option, depending on how substantive the changes are, staff would either return to Council at a later date with updated plan(s) for adoption or Council could approve the plans and direct staff make the necessary changes. Delaying Council adoption could jeopardize the City's eligibility for federal funding.

ATTACHMENTS

- A - Draft Resolution approving SLO Transit's Title VI Program Update
- B - Draft Resolution approving the Public Works Department's Title VI Program
- C - SLO Transit Title VI Program, Final Draft
- D - Public Works Department Title VI Program, Final Draft

RESOLUTION NO. _____ (2025 SERIES)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN LUIS OBISPO, CALIFORNIA, APPROVING THE ADOPTION OF SAN LUIS OBISPO (SLO) TRANSIT'S FEDERAL TRANSIT ADMINISTRATION TITLE VI PROGRAM UPDATE FOR FEDERAL FISCAL YEARS 2026-2028

WHEREAS, the Federal Transit Administration (FTA) provides financial assistance to develop new transit systems and improve, maintain, and operate existing systems; and

WHEREAS, the recipients of FTA grants are responsible for managing their programs in accordance with federal requirements and the FTA is responsible for ensuring recipients follow federal statutory and administrative requirements including Title VI of the Civil Rights Act of 1964; and

WHEREAS, the City of San Luis Obispo is a direct recipient of financial assistance from the FTA for San Luis Obispo (SLO) Transit's capital and operating costs required to comply with federal requirements; and

WHEREAS, the FTA requires direct recipients to document their compliance with Title VI requirements by submitting a Title VI Program approved by the recipient's governing board to the FTA every three years; and

WHEREAS, the City Council of the City of San Luis Obispo is SLO Transit's governing board and is must approve the Title VI Program update prior to submittal; and

WHEREAS, staff has prepared an updated Title VI Program for federal fiscal years 2026-2028 in accordance with federal statutory and administrative requirements and has included all required elements for transit providers that operate fewer than 50 fixed route vehicles and are located in an Urbanized Area of fewer than 200,000 in population.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of San Luis Obispo hereby take the following actions:

SECTION 1. The City Council hereby approves and adopts the San Luis Obispo (SLO) Transit's Title Program update for federal fiscal years 2026-2028.

R _____

SECTION 2. Environmental Review. The California Environmental Quality Act (CEQA) does not apply to the recommended action because the action does not constitute a "Project" under CEQA Guidelines Sec. 15378.

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

AYES:

NOES:

ABSENT:

The foregoing resolution was adopted on this 2nd day of September 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 _____

RESOLUTION NO. _____ (2025 SERIES)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN LUIS OBISPO, CALIFORNIA, APPROVING THE ADOPTION OF THE CITY OF SAN LUIS OBISPO PUBLIC WORKS DEPARTMENT TITLE VI PROGRAM

WHEREAS, the Federal Highway Administration (FHWA) provides financial assistance to states, local governments, and tribal entities for planning, construction, maintenance, and improvement of highways, bridges, and other surface transportation infrastructure; and

WHEREAS, Local Public Agencies (LPAs) that receive FHWA funds through the California Department of Transportation (Caltrans) are required to establish a Title VI Program in compliance with 23 CFR 200.9(b)(7), which is subject to review by Caltrans; and

WHEREAS, the City of San Luis Obispo is a Local Public Agency that receives FHWA funds through Caltrans; and

WHEREAS, in June 2025, Caltrans' Office of Local Civil Rights Compliance completed a Title VI Program Assessment of the City of San Luis Obispo and determined the City to be non-compliant with several FHWA Title VI Program requirements, issuing findings and recommendations for corrective action; and

WHEREAS, in response to the notice of findings and recommendations, City staff promptly undertook corrective action by preparing a Title VI Program to ensure compliance with federal and state requirements, and will submit the adopted Program to Caltrans following City Council approval; and

WHEREAS, Caltrans has closed out the 2025 assessment and will verify completion of the identified corrective actions during the next scheduled program assessment in June 2026, with the City required to submit an updated Title VI Program Assessment Online Form by May 31, 2026.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of San Luis Obispo hereby take the following actions:

SECTION 1. The City Council hereby approves and adopts the City of San Luis Obispo Public Works Department Title VI Program, attached hereto as Exhibit A, in accordance with FHWA and guidance from Caltrans.

SECTION 2. The City Council directs staff to implement the corrective actions identified in the 2025 Caltrans Title VI Program Assessment and to prepare and submit all required documentation for the next program assessment scheduled for June 2026.

R _____

SECTION 3. The City Council authorizes City staff to make administrative changes to the Public Works Title VI Plan, including updates necessary to maintain compliance with Caltrans requirements and revisions without further Council action.

SECTION 4. The City Council affirms its commitment to ensuring that all federally funded programs, services, and activities are administered in a non-discriminatory manner and in full compliance with Title VI of the Civil Rights Act of 1964.

SECTION 5. Environmental Review. The California Environmental Quality Act (CEQA) does not apply to the recommended action because the action does not constitute a “Project” under CEQA Guidelines Sec. 15378.

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

AYES:

NOES:

ABSENT:

The foregoing resolution was adopted on this 2nd day of September 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 _____



Title VI Program for San Luis Obispo (SLO) Transit, Operated by the City of San Luis Obispo, CA

Public Review Draft: June 11, 2025
Final Draft: September 2, 2025

Prepared by:
City of San Luis Obispo
Public Works Department
990 Palm Street
San Luis Obispo, CA 93401
Tel: (805) 781-7121
www.slocity.org

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I: Civil Rights Statement

San Luis Obispo (SLO) Transit is committed to ensuring that no person is excluded from participation in or denied the benefits of its transit services on the basis of race, color, or national origin.

This program has been prepared in accordance with Section 601 of Title VI of the Civil Rights Act of 1964, Executive Order 13116 (Improving Access to Services for Persons with Limited English Proficiency), and the Federal Transit Administration (FTA) Circular 4702.1.B (Title VI Requirement and Guidelines for Federal Transit Administration Recipients).

Section 601 of Title VI of the Civil Rights Act of 1964 states that, “No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance.”

Executive Order 13166 states that, “Federal agencies are to examine the services they provide, identify any need for services to those with Limited English Proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.”

Per FTA Circular 4702.1.B, this program meets the following objectives:

- Ensure that the level and quality of public transportation service is provided in a nondiscriminatory manner; and
- Promote full and fair participation in public transportation decision-making without regard to race, color, or national origin; and
- Ensure meaningful access to transit-related program and activities by person with limited English proficiency.

This document was prepared by SLO Transit, a program of the City of San Luis Obispo's Public Works Department and approved by the City Council of the City of San Luis Obispo (Attachment A – Resolution No. XXXXX (2025 Series). The document complies with all applicable federal requirements for all transit agencies.

For additional information on SLO Transit, or its efforts to comply with the Civil Rights Act of 1964, Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency, or the FTA Circular 4702.1.B please contact:

Alex Fuchs
Mobility Services Business Manager
1260 Chorro Street
San Luis Obispo, CA 93401
Email: slotransit@slocity.org

II: Title VI Notice to the Public

SLO Transit informs the public of its commitment to Title VI compliance and the right to file a civil rights complaint using the following notification.

Figure 1 - Notice to the Public (English)



<p>TITLE VI POLICY</p> 	<p>Title VI of the Civil Rights Act of 1964 (Title VI) prohibits discrimination on the basis of race, color, and national origin in programs that receive federal funding. SLO Transit is committed to complying with the requirements of Title VI in all of its federally funded programs and activities.</p> <p>Any person who believes that they have been aggrieved by any unlawful discriminatory practice, under Title VI, may file a complaint with the City of San Luis Obispo.</p> <p>For more information on the Title VI transit obligations and how to file a complaint, contact SLO Transit as listed below:</p> <p>City of San Luis Obispo Mobility Services Business Manager 1260 Chorro Street, San Luis Obispo, CA 93401 805.781.7121 slotransit@slocity.org</p>  slotransit.org
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Figure 2 - Notice to the Public (Spanish)



<p>PÓLIZA DEL TÍTULO VI</p> 	<p>El acto de Derechos Civiles Título VI de 1964 (Título VI) prohíbe la discriminación en base de raza, color, u origen nacional en programas que reciben fondos federales. SLO Tránsito se compromete a cumplir con los requisitos de Título VI en todos sus programas federales y actividades.</p> <p>Cual quiere que pienda ha sido la víctima de una práctica discriminatoria y ilegal, bajo Título VI, pude suministrar su queja a la ciudad de San Luis Obispo.</p> <p>Para más información de las obligaciones de Tránsito del Título VI y como presentar una queja, comuníquese con el sistema de tránsito de la Ciudad de San Luis Obispo de acuerdo a la información siguiente:</p> <p>City of San Luis Obispo Mobility Services Business Manager 1260 Chorro Street, San Luis Obispo, CA 93401 805.781.7121 slotransit@slocity.org</p>  slotransit.org
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Table 1 lists the locations whereby the Notice to the Public is posted.

Table 1 - Notice to the Public Posting Locations

Location Description	Location
Bus Interior	All SLO Transit revenue vehicles
SLO Transit Webpage	Civil Rights City of San Luis Obispo, CA (slocity.org)
Public Works Department Office	919 Palm Street, San Luis Obispo, CA
Mobility Services Division Office	1260 Chorro Street, San Luis Obispo, CA
Downtown Transit Center	800 block of Osos Street, San Luis Obispo, CA

III: Title VI Complaint Procedures

Any person who believes that she or he has been discriminated against on the basis of race, color, and/or national origin may file a Title VI complaint with SLO Transit by completing and submitting a Title VI Complaint Form (Attachment B). **The Diversity, Equity, and Inclusion (DEI) Manager is the City's designated Title VI Coordinator.** SLO Transit staff are responsible for receiving complaints, investigations, and preparation of notices. The DEI Manager is responsible for tracking complaints, investigations, and lawsuits and for recommending changes, if necessary, to ensure continued compliance.

English and Spanish versions of the Title VI complaint form is available on SLO Transit's webpage at [Civil Rights | City of San Luis Obispo, CA \(slocity.org\)](#). Physical copies can also be obtained in person at the Mobility Services Office located at 1260 Chorro Street, San Luis Obispo, CA. Once the form is obtained, complainants can follow the steps below to complete and submit the form.

1. **Complete the Complaint Form.** If a customer needs assistance in completing the form, then they may contact SLO Transit at 805-781-7121 for assistance.
2. **Sign the Complaint Form.** Customers are required to sign the Complaint Form.
3. **Submit the Complaint Form.** Civil rights complaints should be filed immediately. However, SLO Transit will investigate complaints up to 180 days after the alleged incident. Customers should submit their complaints to:

City of San Luis Obispo
Mobility Services Business Manager
1260 Chorro Street
San Luis Obispo, CA 93401
Email: slotransit@slocity.org
Phone: (805) 781-7121

Alternatively, customers may also submit their complaints directly to the FTA's Office of Civil Rights using the following address:

Federal Transit Administration
Office of Civil Rights
Attention: Complaint Team
East Building, 5th Floor – TCR
1200 New Jersey Avenue SE
Washington, DC 20590

Post-Submittal Actions

The following post-submittal actions are taken to ensure complaints are thoroughly investigated and that the complainant is informed of the results of the investigation.

1. **Acknowledgement.** Complaints will be recorded and assigned a complaint number. SLO Transit will review the complaint to determine if there was a Title VI violation(s). Staff will send an acknowledgement letter for receipt of complaint (Attachment B) informing the customer that their complaint for was received and that SLO Transit will investigate.

2. **Investigation.** SLO Transit has up to thirty (30) days to investigate the complaint. If more information is needed to resolve the case, then SLO Transit may contact the complainant. The complainant has thirty (30) days from the date of contact to send requested information to the investigator assigned to the case.

If the investigator is not contacted by the complainant or does not receive the additional information within thirty (30) days, then SLO Transit can administratively close the case. The case can also be administratively closed if the complainant no longer wishes to pursue their case.

3. **Outcome.** After the investigator reviews the complaint, one of the following letters will be issued to the complainant: a closure letter or a Letter of Finding (LOF). A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed.

A LOF summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member, or other action will occur. If the complainant wishes to appeal the decision, then they have ten (10) days after the date of the closure letter or the LOF to do so.

IV: Transit-Related Title VI Investigations, Complaints, and Lawsuits

SLO Transit maintains a list of public transit-related Title VI investigations, complaints, and lawsuits filed since the time of the last Title VI program submission which alleges discrimination on the basis of race, color, or national origin. This list includes the date that the investigation, lawsuit, or complaint was filed; a summary of the allegation(s); the

status of the investigation, lawsuit, or complaint; and actions taken by SLO Transit in response, or findings related to the investigation, lawsuit, or complaint.

As of the writing of this program, there are **zero (0)** transit-related Title VI investigations, complaints, or lawsuits which allege discrimination on the grounds of race, color, national origin, or any other form of discrimination as shown in Table 2 below.

Table 2 - List of Transit-Related Title VI Investigations, Complaints, and Lawsuits

Type	Date	Summary (Incl. basis of complaint)	Status	Action(s) Taken
Investigations				
1.				
2.				
Lawsuits				
1.				
2.				
Complaints				
1.				
2.				

V: Public Participation Plan





SLO Transit's Public Participation Plan (PPP), developed in alignment with the [City's Public Engagement and Noticing Manual](#), is both a strategic guide and a commitment to inclusive, transparent, and equitable engagement. The PPP emphasizes early, continuous, and meaningful public involvement, particularly for those traditionally underserved like minority and Limited English Proficiency (LEP) populations, ensuring all voices are considered when making transit decisions.

The PPP ensures that:

- Community members affected by transit decisions can participate in shaping outcomes that may impact their environment or health.
- Public input meaningfully informs service planning.
- Diverse perspectives are considered throughout the decision-making process.
- SLO Transit actively engages individuals and groups who may be impacted.

Guided by the principles of **Inform, Consult, and Collaborate** (See Figure 3); SLO Transit provides clear information, actively seeks feedback, and partners with the public in identifying and evaluating alternatives.

Figure 3 - Action Plan Matrix

		COMMUNICATION OBJECTIVE		
		INFORM	CONSULT	COLLABORATE
		<ul style="list-style-type: none"> One way communication – outreach to citizens. Provide public with balanced and objective project/issue information to increase awareness and/or understanding of problems, alternatives and solutions. 	<ul style="list-style-type: none"> Get ideas on finite number of options / limited time discussion. Take public feedback on project or other issue proposal. 	<ul style="list-style-type: none"> Interactive process that incorporates recommendations as much as possible. Partner with the public to develop alternatives and identify preferred solutions. May be open ended. 
DECISIONMAKING: LEVEL OF COMPLEXITY 	1 STAFF LEVEL Normal procedures, existing program, services delivery	✓	✗	✗
	2 DEPARTMENT HEADS, CITY MANAGER New program, expansion of existing program	✓	○	✗
	3 ADVISORY BODIES (i.e., land use issues, development projects)	✓	✓	○
	4 CITY COUNCIL New laws, major plans, significant issues (i.e. drought strategy)	✓	✓	✓
		✓ Yes ○ Maybe ✗ Not Required		

To support equitable participation, SLO Transit maintains a network of nonprofits, businesses, and community organizations—particularly those serving underrepresented groups. Follow-up with participants helps close the feedback loop, and an engagement toolbox supports accessible, effective outreach.

Public Participation Toolbox

SLO Transit uses a variety of tools to ensure effective, inclusive, and bilingual public engagement. These tools support transparent communication and provide accessible opportunities for community feedback.

Media and Communication Channels

- **Print and Digital Media:** Advertisements and notices in newspapers and other periodicals, and on social media (X, Instagram, etc.)
- **Television and Radio:** Use of press releases, radio spots, and news segments.
- **Outdoor Advertising:** Information displayed on-board buses, at bus shelters, and public offices.
- **Website:** Meeting notices and public information are regularly posted on SLO Transit's website.

- **Web-Based Feedback:** Public comments are collected through online survey platforms.
- **Email:** The public can send questions and comments directly to SLO Transit at slotransit@slocity.org.

On-Board and Rider Communication

- **Bus Cards & Flyers:** On-board bus cards and flyers are regularly used to inform riders about service changes, meeting schedules, and hearing notices.
- **On-Board Messaging:** Service alerts and public engagement opportunities displayed on digital messaging boards on buses.
- **Rider Alerts:** Printed materials available on buses and posted at public offices, online, and on social media (See Figure 4).

Figure 4 - Example Rider Alert

RIDER ALERT
AVISO AL PASAJERO

Effective Monday, April 15th; due to extended construction near the intersection of Nipomo and Monterey, Routes 1B, 2A, 2B, and the SLO Trolley will be rerouted until Fall 2025.

Please see the following reroutes with stop closures:

A partir del lunes 15 de abril; debido a la construcción extendida cerca de la intersección de Nipomo y Monterey, las rutas 1B, 2A, 2B y el tranvía SLO se desviarán hasta el otoño de 2025.

Consulte las siguientes rutas con cierres de paradas:

Route 1B
Nipomo at Higuera Marsh at Broad

Route 2A
Nipomo at Higuera Nipomo at Plano

Route 2B
Nipomo at Higuera Nipomo at Plano

For more information, please visit slotransit.org or call SLO Transit at (805) 781-7012. Thank you!
Para obtener más información, visite slotransit.org o llame a SLO Transit al (805) 781-7012.
Muchas Gracias!

Community Outreach

- **Community Partners:** Flyers and notices are distributed via email and/or mail to list of local organizations representing traditionally underserved communities.
- **Informational Sessions & Workshops:** Informational sessions and/or workshops are hosted as part of the development or updating of planning documents (e.g. Short-Range Transit Plan).

- **Public Hearings:** City Council holds meetings twice a month which serve as public input opportunities. The Mass Transportation Committee is a transit advisory body of the City and meets every other month which also serves as public input opportunities.
- **Legal Notices:** Published in accordance with legal requirements to ensure transparency and public awareness.

This toolbox is designed to reach a broad and diverse audience, ensuring all community members—regardless of language, location, or access to technology—have the opportunity to stay informed and participate.

Major Service Reduction or Fare Increase

If the City Council, based on staff recommendations and supporting documentation, determines that a major service reduction and/or fare increase may be necessary, SLO Transit staff will provide public notification and opportunities for input in accordance with the City's Public Noticing and Engagement Manual and with SLO Transit's Major Service Reduction and Fare Increase Policy (Attachment C). The schedule shall provide a minimum of 45 (calendar) days public notice of the service or fare changes prior to their implementation.

Procedure

A minimum of two public meetings (one prior to 5:00 p.m. and one after 5:00 p.m.) will be scheduled and advertised. Public notices will be posted in English and Spanish at the locations listed below. Figure 5 is an example of a public notice for the Short-Range Transit Plan Update public meetings.

- City Hall (990 Palm Street)
- Mobility Services office (1260 Chorro Street)
- Downtown Transit Center
- Onboard all fixed-route transit vehicles
- County/City Public Library (995 Palm Street)
- SLO Transit website (with email link for public comment)
- Social media platforms
- Legal notices in local newspapers
- Press releases distributed to local media outlets

Figure 5 - Notice for Short-Range Transit Plan Meetings



Public meetings will be conducted in **convenient, accessible, and diverse locations**, with the following considerations:

- Locations will be served by transit routes whenever possible.
- Meetings will be facilitated by SLO Transit staff.
- Public comments will be formally recorded and archived.
- A public meeting may be held during a regularly scheduled **Mass Transportation Committee (MTC)** meeting.
- **Spanish-language assistance** will be available at each meeting to ensure inclusive participation.

Summary of Outreach Efforts Made Since Last Title VI Submission

Since SLO Transit's previous Title VI Plan submission, there have been significant public outreach conducted for various planning and programming efforts as summarized below. All these outreach activities were advertised to the public in both English and Spanish.

Short-Range Transit Plan Update

In September 2023, SLO Transit kicked off a joint Short-Range Transit Plan update in coordination with the area's regional service provider, San Luis Obispo Regional Transit Authority. SLO Transit's Short-Range Transit Plan was adopted by its board on April 15, 2025 and recommends services, programs, and fares changes for fiscal years 2025-26 through 2029-30. Throughout the plan update process, thorough public engagement was conducted as part of the Short-Range Transit Plan update process including the following efforts:

- Onboard Surveys were collected in October 2023, on all SLO Transit fixed route and tripper services. A total of 427 survey responses were received.
- Stakeholder Workshops were in November and included representatives from other government agencies, transit providers, and higher education institutions throughout the county.
- Community (online) Surveys were collected between November and December 2023, using a Survey Monkey and using the City's Open City Hall program. A total of 254 survey responses were received.
- Three Joint Advisory Body Meetings were held between March and October 2024, to present progress on the plan update and to solicit feedback from committee members and the public.
- Three Community Workshops were held in June 2024 to present and receive feedback from the public on the initial service alternatives analysis.
- City Council Study Session was held on July 16, 2024, and provided another opportunity for the public to provide input through written correspondence and through public testimony.
- MTC Meeting was held on January 8, 2025, to present the draft SRTP and to receive feedback from the committee and the public as to what recommendations to incorporate into the final plan.
- Targeted outreach was conducted in January 2025 with a focus on engaging community organizations that serve disadvantaged communities.

Transit Innovations Study

In 2023, a Transit Innovation Study was conducted to explore and evaluate transit operational improvements. The findings of the study were compiled into a report and provides actionable recommendations to help meet the City's climate and mode split objectives. The study's recommendations are planned to be implemented with the 2024-25 Supplemental Budget, with future budgets, and through updates to applicable planning documents.

The consultant produced seven memos on topics ranging from existing conditions and needs assessment to service enhancements evaluation. Between May and August of 2023 memos were sent to both internal and external stakeholders for review and comment. The comments were then incorporated into their respective memos and compiled into a draft report. Staff completed an initial review of the draft report then scheduled a workshop through which stakeholders would have an opportunity to review the recommendations as presented by the consultant and to re-prioritize them based on their experiences of transit in the City and beyond.

On September 25, 2023, staff held a stakeholder workshop and invited those involved in the memo review process as well as representatives from the City's Community Development Department, Ride-On Transportation, Cal Poly's Associated Students, Inc. (ASI), SLO Climate Coalition, YIMBY Action, and Diversity SLO. The workshop included a breakout session based on participants' areas of interests, a recommendation prioritization exercise, and an open discussion about the applicability of the

recommendations to SLO Transit. Staff asked participants during the workshop to rank the draft recommendations based on the effect of their ability to increase ridership. The results of the workshop helped re-prioritize the recommendations and were incorporated into the final report.

Annual Unmet Transit Needs Assessment

Every year the San Luis Obispo Council of Governments (SLOCOG) conducts an Unmet Transit Needs Assessment. The purpose of this assessment is to ensure that any unmet transit needs that are found reasonable to meet are programmed before Transportation Development Act (TDA) funds are expended for non-transit uses. SLO Transit is an eligible recipient of TDA funds and, therefore, is subject to the Unmet Transit Needs Assessment. SLO Transit promotes the public notices on its buses, on its website, and at meetings of the City's Mass Transportation Committee. SLO Transit also receives a list of comments submitted by the public and provides SLOCOG responses to the comments.

K-12 Discount Pass Pilot Program

Based on feedback from parents of the local school district, SLO Transit recommended to its board the approval of a K-12 discount 15-Ride pass pilot program. On November 13, 2023, staff met with Laguna Middle School staff to discuss expanding K-12 fare and pass options. School staff forwarded SLO Transit contact information and the proposed student pass and fare options to the school's Parent Teacher Association for review. In January 2024, City Council approved the pilot program and in February 2024 the new discount pass became available to the public.

In August 2024, staff attended Laguna Middle School's orientation day to promote the new discount pass pilot program and to provide students and parents with information about our services. A banner was also installed across the street from the school advertising the new pilot program. In September 2024, staff attended Pacheco Elementary School's Back to School Night for the same reason. On April 15, 2025, City Council approved formalization of the pilot program based on the utilization of the new pass option.

Other Outreach Efforts

Every year, the City participates in the National Public Works Week. The City and other municipal agencies in the county attend Downtown San Luis Obispo's Farmers' Market to highlight our respective programs and projects. SLO Transit staff attends the event and provides information to the public as well as answers questions about services and programs. Staff also regularly attends Cal Poly events throughout the year to engage with students, faculty, and staff.

VI: LANGUAGE ASSISTANCE PLAN

SLO Transit has developed its Language Assistance Plan (LAP) to address SLO Transit's responsibilities as a recipient of federal funding. The LAP helps to identify reasonable steps for providing language assistance to persons with Limited English Proficiency (LEP) who wish to access transit services and programs. Persons with LEP are those who do not speak English as their primary language and have limited ability to read, write or understand English.

SLO Transit's goal is to provide meaningful access for persons with LEP to all of its services, programs, and information. Efforts to effectively engage persons with LEP will ensure that they can equally contribute to and benefit from the development and improvement of SLO Transit's services and programs.

SLO Transit will comply with the Safe Harbor Provision, which outlines circumstances that can provide a "safe harbor" for recipients regarding translation of written materials for LEP populations. The Safe Harbor Provision states that, if a recipient provides written translation of vital documents for each eligible LEP language group that constitutes five percent or 1,000 persons, whichever is less, of the total population of persons eligible to be served or likely to be affected or encountered, then such action will be considered strong evidence of compliance with the recipient's written translation obligations. These safe harbor provisions apply to the translation of written documents only.

Four Factor Analysis

In order to ensure meaningful access to programs and activities, SLO Transit uses the information gathered from a Four Factor Analysis to determine the specific language services that are appropriate to provide. This analysis helps SLO Transit to determine if it communicates effectively with persons with Limited English Proficiency (LEP) and informs language access planning. The Four Factor Analysis is local assessment that considers:

1. **Factor 1** - The number or proportion of persons with LEP eligible to be served or likely to be encountered by SLO Transit
2. **Factor 2** - The frequency with which persons with LEP come into contact with SLO Transit's services and programs
3. **Factor 3** - The nature and importance of SLO Transit's services and programs in people's lives
4. **Factor 4** - The resources available to SLO Transit for LEP outreach, as well as the costs associated with that outreach

Factor 1 – The Number of Persons with LEP Eligible to be Served or Likely to be Encountered by SLO Transit

The first step in determining the appropriate components of a Language Assistance Plan is understanding the proportion of persons with LEP who may encounter SLO Transit's services, their literacy skills in English, their native language, the location of their communities and neighborhoods and, more importantly, if any are underserved because of a language barrier.

SLO Transit evaluated the level of English literacy and to what degree people in its service area speak a language other than English and what those languages are. Data for this review is derived from the United States Census Bureau's 2023 American Community Survey. Refer to Table 3 for source details.

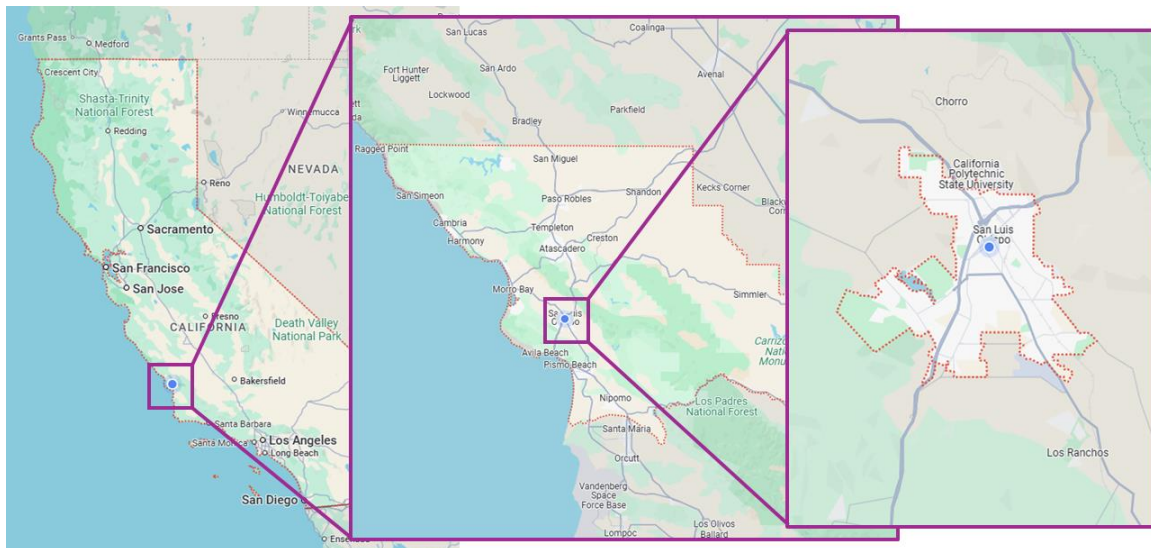
Table 3: Census Data Source Information

Criteria	Figure
Table ID	DP02
Survey/Program	American Community Survey
Vintage	2023
Dataset	ACSDP5Y2023
Product	ACS 5-Year Estimates Data Files
GEOs	California; San Luis Obispo County, California; San Luis Obispo City, California
Web Address	https://api.census.gov/data/2023/acs/acs5/profile

San Luis Obispo County Overview

SLO Transit's service system encompasses an area of twenty-two square miles in the County of San Luis Obispo, California as shown in Figure 6. The primary languages in the county are English and Spanish. Of county residents aged five and older, six percent reported speaking English less than “very well”. Within the County of San Luis Obispo, 13.4 percent of residents speak Spanish at home. Residents who speak Spanish and reported speaking English less than “very well” make up 4.4 percent of the population. Further detailed statistics can be found in Table 4 below.

Figure 6 - Location of the City of San Luis Obispo



San Luis Obispo (City) Overview

SLO Transit serves the City of San Luis Obispo and the adjacent university campus. The primary languages spoken in the City of San Luis Obispo are English and Spanish. The total population of the City is 48,039, and of residents aged five and older, three percent report speaking English less than “very well.”

Nearly 10 percent of the population of the City speaks Spanish and, of that number, two percent (911 residents) report speaking English less than “very well.” Following Spanish speakers, those who primarily speak languages other than English account for 6.7 percent of the population. These languages include “Other Indo-European languages,” “Asian and Pacific Islander languages,” and “Other languages” as outlined by the Census Bureau.

Table 4: Comparison of Language Spoken at Home

Language Spoken at Home	San Luis Obispo County		San Luis Obispo (City)	
	Estimate	Percent of Total	Estimate	Percent of Total
Total Speak Only English	22,1301	82.1%	38,864	83.4%
Total Speak Language Other Than English	48,194	17.9%	7,760	16.6%
Total Speak Spanish	36,081	13.4%	4,608	9.9%
Total Speak English Less Than “Very Well”	48,194	6.0%	1,404	3.0%
Total Population (5 years and older)	269,495		46,624	
Speak English Less Than “Very Well” – Detail (ACS Survey Language Categories)				
Speaks Spanish	11,847	4.4%	911	2.0%
Speaks Other Indo-European Languages	1,466	0.5%	165	0.4%
Speaks Asian / Pacific Islander Languages	1,742	0.6%	291	0.6%
Speaks Other Language	1,035	0.4%	37	0.1%

Factor 1 Summary of Findings

Based on the available population data for the SLO Transit service area and for the region in which SLO Transit operates, no single LEP language group meets or exceeds the DOT’s Safe Harbor provisions threshold of five percent or 1,000 persons (which is less) required to provide written translation of vital documents. However, SLO Transit is committed to translating all vital documents, including press releases and public notices, into Spanish.

Factor 2 – Frequency with which LEP Persons Come into Contact with SLO Transit’s Services and Programs

To determine the frequency of contract between persons with LEP and SLO Transit services, SLO Transit deployed a variety of surveys to employees, riders, and community partners. The survey results and a summary of findings for each survey is presented in this section.

SLO Transit Employee Survey

SLO Transit conducted internal surveys of employees including drivers, dispatch, road supervisors, and management staff. The intent of the survey was to determine what language skills already exist among SLO Transit employees and the number and nature of encounters with riders or other community members with LEP.

The first question asked employees if they could communicate in a language other than English, and if so, what language(s). Although varying degrees of fluency were indicated, six of the 17 respondents can speak one or more languages other than English. Of the six who indicated they spoke a language other than English, two spoke Spanish, one spoke German, and one spoke Mandarin. The remaining two respondents did not indicate which language they spoke other than English.

The survey also asked if, in the previous month, whether employees encountered customers who were unable to communicate in English and, if so, the frequency to which they heard one of ten languages. All respondents reported encountering riders with LEP speaking a language other than English between “rarely” to “daily”. The most common

non-English language encountered was Spanish followed by Chinese (Cantonese, Mandarin) as shown in Table 5.

Table 5 - How Often Have You Encountered Riders With Limited English Proficiency Speaking The Following Language?

	Not At All	Rarely	Occasionally	Sometimes	Often	Daily
Spanish	5	3	2	1	3	3
French	16	0	1	0	0	0
Tagalog	15	0	1	1	0	0
Japanese	16	1	0	0	0	0
Chinese (Cantonese, Mandarin)	14	0	3	0	0	0
Italian	17	0	0	0	0	0
Portuguese	15	0	1	1	0	0
German	15	1	0	1	0	0
Persian	16	0	0	1	0	0
Hindi	17	0	0	0	0	0
All Other Languages	0	0	1	0	0	0

The next survey question asked what type of needs and/or requests for assistance employees had received from riders with LEP. The most types of needs and/or request for service include information on routes and directions (50 percent) followed by information on bus times (39 percent), translation assistance (22 percent), and ADA information (six percent).

Employee Survey Findings

The information obtained through this survey indicates about one-third of SLO Transit staff members that responded to the survey speak one or more languages other than English, many of which speak Spanish. Additionally, riders that speak Spanish are among the most frequently encountered LEP populations. The survey also revealed that riders with LEP most often requested information about bus routes and directions to points of interest in the community.

Community Partners Survey

SLO Transit also surveyed community partners, listed in Attachment D, to assess the extent to which they come into contact with LEP populations, the types of services they offer to LEP persons, challenges with serving persons with LEP, and frequency of requests from LEP persons to translate/interpret transit information. Questions and consolidated responses are provided below.

Of the 13 community partners contacted, only four completed the survey. Of the four respondents, three indicated that up to 25 percent of the individuals served by their organization are persons with LEP. The fourth organization indicated that between 50 percent and 75 percent of individuals served are persons with LEP. All of the respondents indicated that Spanish is the most commonly spoken language, aside from English, amongst persons with LEP served by their organization. No other languages were indicated.

When asked about the type of services their organization provides to persons with LEP, all of the respondents indicated that interpretation (in-person and remote) services are provided. When asked about the frequency of requests to translate and/or interpret transit-related information, two organizations indicated 'very often', one indicated 'somewhat often', and one indicated 'not often at all'. Lastly, when asked about challenges faced by their organization when serving persons with LEP, three respondents indicated 'lack of bilingual staff' and one indicated 'limited access to interpreters'.

Community Partner Survey Findings

Though the number of responses was low, relevant and actionable information can be surmised from the data. Spanish is the most common language spoken by persons with LEP served by the respondent organizations. In-person and remote translation services are offered by all respondents and several of them often get requests to translate transit-related information. Lastly, lack of bilingual staff and/or limited access to interpreters is a challenge for all respondents.

Transit Rider Survey

A survey of transit riders was conducted between May 12-16, 2025, to determine how well do current riders read and speak English, language(s) other than English spoken at home, encounters with SLO Transit staff, how they get information about SLO Transit services, and why they ride the bus. The survey was offered in both English and Spanish and was available in print and digitally via QR Code. Attachment E includes a copy of the survey form. A total of 111 riders completed the survey: 105 in English and 6 in Spanish. Below are the questions and consolidated responses.

Table 6: English Proficiency of SLO Transit Riders Surveyed

	How well do you read English		How well do you speak English	
	Total	Percent	Total	Percent
Very Well	103	94%	102	92%
Somewhat Well	5	5%	4	4%
Not Very Well	2	2%	5	5%

Of the riders surveyed, 103 of the respondents (94 percent) indicated that they read English "very well" and 102 (92 percent) of the respondents indicated that they speak English "very well" as shown in Table 6. Of the riders surveyed, 33 percent said they spoke a language other than English at home. Of respondents who provided what language they spoke at home, 73 percent indicated Spanish. Table 7 shows the languages other than English spoken at home.

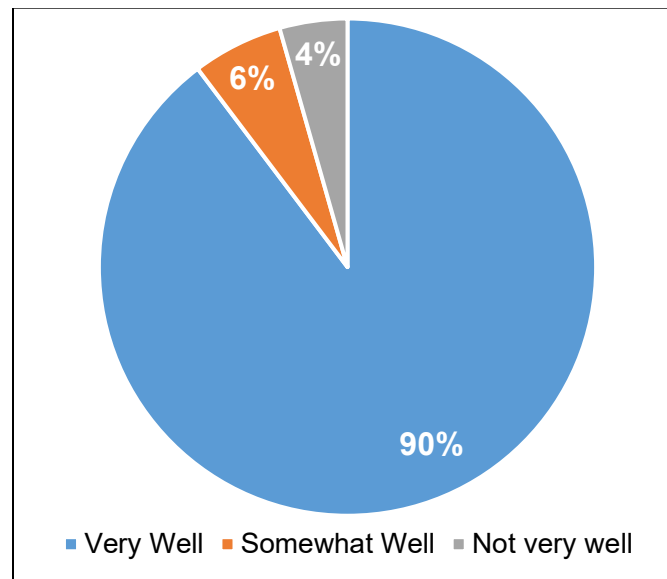
Table 7: Language other than English spoken at home

Language	No. of Respondents
Spanish	16
Hindi	1
Russian	2
Chinese	1
Japanese	1

Language	No. of Respondents
Filipino	1

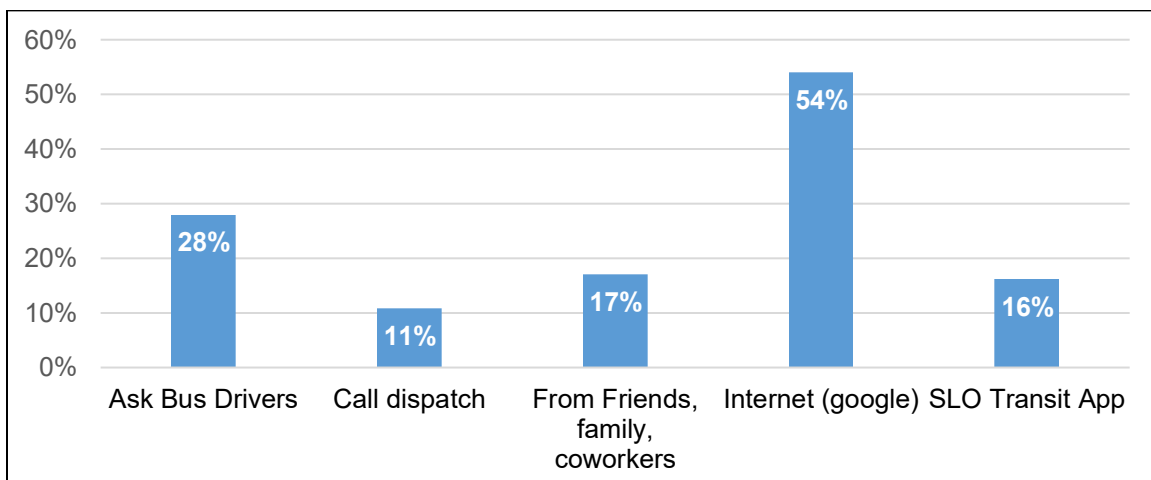
Riders were asked if they have called SLO Transit dispatch for assistance, and if so, how easy it was to communicate with staff. Though the original intent of the question was to assess ease of communication with dispatch staff, it was interpreted by riders to mean communication with staff in general. Of the riders surveyed, 90 percent indicated that they communicate with staff “very well” as shown in Figure 7.

Figure 7 - How Well Were You Able to Communicate with Staff?



Riders were asked where they get information about SLO Transit services. Of the riders surveyed, the most common responses were internet (54 percent), ask bus drivers (28 percent), and from friends, family, and coworkers (17 percent) as shown in Figure 8. Of the respondents, 28 (25 percent) indicated that they get information from more than one source.

Figure 8 - Where Do You Get Information About SLO Transit Services?



Lastly, riders were asked an open-ended question about why they ride the bus. The responses were categorized into the following themes:

- Not owning a car
- Transportation option for those with medical conditions
- Affordability
- Environmental reasons
- Convenient and no-cost for Cal Poly students

Transit Rider Survey Findings

Based on the transit rider survey, Limited English Proficiency is not a barrier to SLO Transit's services. Within SLO Transit's service area, three percent of residents speak English less than "very well" and based on the rider surveys, five percent of respondents reported speaking English "not very well" and two percent reported reading English "not very well". This indicates that SLO Transit is likely serving residents with Limited English Proficiency at a rate that is more than representative of the population it serves.

Finally, of residents reporting which language they spoke other than English at home, 73 percent reported speaking Spanish. This indicates that, while not required, SLO Transit's practice of translating vital documents into Spanish is a benefit to both riders and non-riders of the service area.

Factor 3: The Nature and Importance of SLO Transit's Services and Programs in People's Lives

Access to SLO Transit's services and programs is critical to the lives of many in SLO Transit's service area. Many depend on SLO Transit's fixed route services for access to jobs and to essential community services like schools, shopping, and medical appointments. As part of the public outreach for the [Short-Range Transit Plan \(2025\)](#) update, 70 percent of riders surveyed indicated they use the bus three or more times a week for various purposes including university (47 percent), work (19 percent), and medical or social services (8 percent).

Because of the essential nature of the services and the importance of these programs in the lives of many of the region's residents, there is a need to ensure that language is not a barrier to access. The City will continue to translate vital documents into Spanish and offer interpreters and translations services where possible. The City also partners with a variety of community organizations to support historically underserved and underrepresented groups to ensure equitable access to public services.

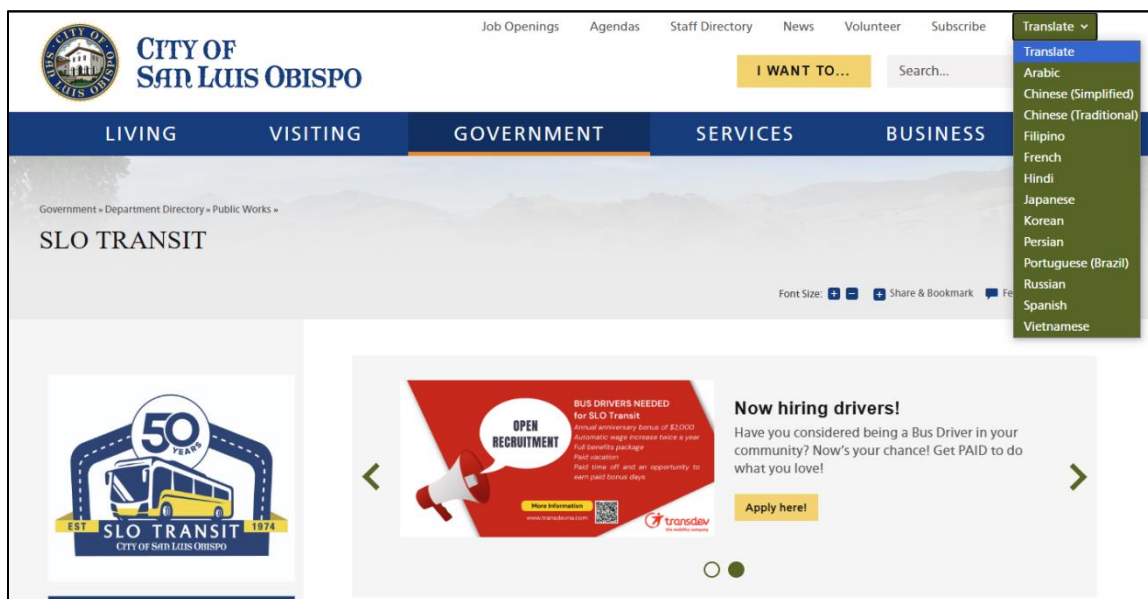
Factor 4: The Resources Available to SLO Transit for LEP Outreach and the Associated Costs

The City has a Bilingual Certification Examination program which assesses City employees' Spanish speaking and writing skills. Depending upon the results of the examination, employees will be certified for oral and/or written Spanish speaking translation services. All City departments and programs can utilize these certified bilingual employees for free translation services. Certified employees are compensated for this

service as negotiated through their respective Memorandum of Understanding. SLO Transit utilizes certified bilingual employees to translate vital documents into Spanish.

SLO Transit's annual budget includes costs of printing services, digital and print advertising, and for public outreach opportunities. These activities include production of English and Spanish documents and notifications. The City's website, including SLO Transit information, can be translated into multiple languages, as shown in Figure 9, powered by Google Translate.

Figure 9 - City Website Translation Options



VII: Four Factor Analysis Findings

A quick summary of the Four-Factor Analysis findings shows the importance of language assistance to members of the SLO Transit community who do not speak English very well, and the City's and SLO Transit's commitment to provide that assistance.

- **Factor 1** found that three percent of the City's population speaks English less than "very well"; this SLO Transit's LEP population. Even though no language is spoken by more than five percent or 1,000 people within the service area, per the Department of Transportation's "safe harbor" provision threshold, SLO Transit is committed to translating all vital documents into Spanish.
- **Factor 2** found that persons with LEP frequently use SLO Transit services and often interact with SLO Transit employees. Only four percent of transit riders surveyed reported communicating with staff "not very well." Riders most common source of information is the internet followed by asking bus drivers.
- **Factor 3** found that both English speaking and persons with LEP rely on SLO Transit services to access essential services like jobs, school, medical appointments, and for recreation. The City has an extensive community

partnership network that assist with distributing information and gathering feedback on transit services.

- **Factor 4** found that resources are available and within budget for SLO Transit to continue translating vital documents and to publish notifications in English and in Spanish.

Oversight

Oversight includes monitoring, evaluating, and updating of the Language Assistance Plan and the Public Participation Plan. SLO Transit have a responsibility to improve community engagement to ensure compliance with SLO Transit's Title VI Plan, Public Participation Plan, Language Assistance Plan, and other community outreach efforts. Monitoring of the Language Assistance Plan will include:

- On a triennial basis, SLO Transit will review regional census data for changing patterns of LEP populations
- Ongoing collaboration with regional and community partners
- Ongoing review of translation requests at SLO Transit's website and other material
- Post-Event Assessments (PEA)

Post-Event Assessments

Following service changes, fare increases and planning projects, staff will assess the effectiveness of public involvement against the goals established in this plan. This assessment will ask the questions:

1. Did the public know there was an opportunity to participate?
2. Was the purpose of the participation clearly presented to the public?
3. Did the public have access to appropriate resources and information to allow for meaningful participation?
4. Did the decision making process allow for consideration and incorporation of public input?
5. Were there complaints about the public engagement process?
6. Were the public engagement efforts cost effective?
7. What additional methods could have been employed to improve the process?
8. Should the Public Participation Plan or Language Assistance Plan be amended?

Training Employees

The purchased transportation contractor retains the existing staff from the incumbent transit contractor if a new contractor is awarded the contract. Currently, dispatch and customer service staff are bilingual and/or have bilingual staff readily available. The purchased transportation contractor utilizes translation applications (i.e. Google Translate) to assist in communication with customers with LEP if bilingual staff is unavailable.

Translation of Vital Documents

It is existing practice of SLO Transit to translate the vital documents listed in Table 8 into Spanish.

Table 8 - SLO Transit Vital Documents

Document Type	Translation Status
Civil Rights complaint forms	Done
Fare and service change announcements (Rider alerts)	On-going
Legal notices	On-going
Printed media (Rider's Guide, route brochures)	Done
Passenger Code of Conduct policy	Done
General promotional materials	On-going
Website	Done

VIII: Decision Making Bodies

The City encourages all residents, minorities, women, and persons with disabilities who live in the City to serve on committees and boards.

Mass Transportation Committee (Non-Elected Members)

The Mass Transportation Committee (MTC) assists with the ongoing program of public transit in the City and on Cal Poly's campus. The MTC provides recommendations and input to the Council regarding routes, schedules, capital projects, fares, marketing, and additional services. The MTC meets in-person the second Wednesday of every other month at 2:30 p.m. at City Hall, 990 Palm Street, San Luis Obispo.

The MTC has seven members, consisting of one Cal Poly designated employee, one Cal Poly student representative designated by Associated Students, Inc. (ASI), one senior citizen, one person from the business community, one person with technical transportation planning experience, one persons from disabled community, one member at-large, and one student. Racial and ethnic make-up of the committee members is shown in Table 9 below.

Table 9 - Racial and Ethnic Make-up of the Mass Transportation Committee

White / Caucasian	Hispanic / Latino	Black / African American	Arab American / Middle Eastern / North African	Asian / Asian American / South Asian	American Indian / Alaska Native	Native Hawaiian / Other Pacific Islander	Indigenous (Not Lised)	Two or More	Prefer Not to Answer
5	2	0	0	0	0	0	0	0	0

IX: Service Standards and Policies

SLO Transit's [Short-Range Transit Plan](#), adopted on April 15, 2025, outlines service standards, policies, and performance measures to monitor service performance for the next five-year period (Table 4 on pages 29-30). SLO Transit is also required to set service policies for the distribution of transit amenities for each mode and vehicle assignment (pages 97-98). The plan includes the following service standards and policies relevant to the Title VI Program Plan.

- Vehicle Load
- Vehicle Headway (Frequency)
- On-time Performance (Schedule Adherence)
- Service Availability
- Vehicle Assignment Policy
- Transit Amenity Policy

The City of San Luis Obispo Transit currently has an active fleet of seventeen (17) buses¹ that are used for the City of San Luis Obispo fixed-route transit service. Only eleven (11) of these buses are used at peak periods of service. This does not trigger the threshold of additional service standards which transit providers that operate 50 or more fixed-route vehicles in peak service must include as part of their Title VI Program.

Vehicle Load

Vehicle load is expressed as the ratio of passengers to the total number of seats on a vehicle. SLO Transit sets a standard load factor of 1.25 during peak times and 1.0 for off-peak times for bus capacity. When capacity exceeds 125 percent for any route, it is SLO Transit's intention of alleviating overcrowding by dispensing additional supplemental service. Table 10 shows peak and off-peak standard load factor for each vehicle type within its revenue fleet.

Table 10 - Vehicle Load by Vehicle Type

Vehicle Type	Seated Capacity	Standing Capacity	Total Capacity	Peak Load	Off-Peak Load
Gillig 30'	28	14	42	1.25	1.0
Gillig 35'	32	16	48	1.25	1.0
Gillig 40'	40	20	60	1.25	1.0
Proterra 35'	29	15	44	1.25	1.0

¹ Fourteen heavy-duty buses, one double-decker bus, one cutaway bus, and one replica trolley

Vehicle Type	Seated Capacity	Standing Capacity	Total Capacity	Peak Load	Off-Peak Load
New Flyer 35'	32	16	48	1.25	1.0
Dennis 40' (Double-Decker)	86	43	129	1.25	1.0
El Dorado 28' (Cutaway)	28	14	42	1.25	1.0

Vehicle Headway (Frequency)

Vehicle headway is the amount of time between two buses traveling in the same direction on a given route. SLO Transit buses are scheduled with 20-, 45- and 60-minute headways depending upon individual route demand and period of operations. As a standard, SLO Transit operates 60-minute headways, at a minimum, throughout the year, Table 11 outlines the headways during different periods of operations.

Table 11 - Headways by Period of Operation (in Minutes)

Service	Weekday	Weekday Evening	Saturday Peak	Saturday Off Peak	Sunday Peak	Sunday Off Peak
Route Level	20-60	45-60	45-60	45-60	45-60	45-60

On-Time Performance

Among the most important service standard for riders is on-time performance or adherence to published schedules. A vehicle is considered on-time if it departs a time point no more than five minutes after as shown on the route schedule. Buses are not allowed to depart earlier than the scheduled time points. SLO Transit's on-time performance objective is 95 percent or greater.

Service Availability – Access to the Bus

SLO Transit's standard for service is availability is that 90 percent of residents in the service area live within a quarter of a mile walk of a bus route. Consideration is given to new markets as demand warrants and as resources become available.

Vehicle Assignment Policy

Buses are assigned to certain routes based on ridership as well as maneuverability. Routes with higher demand are assigned larger buses (i.e. 35-foot and 40-foot) to accommodate higher passenger loads. Certain routes serve older residential areas with narrow rights-of-way which may require use of smaller, more maneuverable buses (i.e. 30-foot).

Transit Amenity Policy

SLO Transit serves 166 individual stops in the service area – many located and installed more than 30 years ago. Of these stops, 50 have shelters and 111 have benches. Solar lights are installed at 23 stops and electronic, real-time schedule signs are installed at 3 stops. Almost all the SLO Transit bus stops have an information kiosk (96 percent).

Various stops are shared with the regional transit operator – San Luis Obispo Regional Transit Authority.

All bus stops should have, at a minimum, a sign denoting the route(s) that serve it and information kiosks for the posting of route schedules and/or rider alerts. The recently adopted Short-Range Transit Plan includes a proposed measure to install solar lighting at 100 percent of bus stops. A bench will be installed at bus stops with ten or more combined daily boardings and a shelter and a bench will be installed at bus stops with 20 or more combined daily boardings. Boardings at individual stops that are shared between multiple routes will be added together to estimate daily boardings for the purpose of determining whether a threshold has been met. There is no threshold for installation of trash receptacles and are instead evaluated on a case-by-case basis.

Maintenance requests for existing stops and new bus shelter requests can be made by contacting SLO Transit through email at slotransit@slocity.org or via the City's mobile application [Ask SLO](#). When the annual maintenance and/or repair costs to any amenity are greater than the value or cost of the structure, SLO Transit reserves the right to permanently remove the amenity.

Monitoring Service Standards

Table 12 lists the schedule and methodology used for the on-going monitoring and measurement of service standards and policies.

Table 12 - Service Standards and Policies Monitoring

Service Standard/Policy	Sample Schedule	Methodology
Vehicle Load	All routes bi-annually	NTD survey data and staff observations
Vehicle Headways	Assessed annually (as part of service planning)	Service review
On-Time Performance	Assessed monthly	Ride checks
Service Accessibility	Assessed annually (as part of service planning)	Service review
Vehicle Assignment Policy	Assessed annually	Service review

X: Program Specific Requirements

Sub-recipient Assistance and Monitoring

A subrecipient is an entity that receives federal funds from another state or local government agency to carry out part of a federal program. SLO Transit does not have subrecipients nor does it have subrecipient oversight responsibilities.

Title VI Equity Analysis

SLO Transit has not constructed a facility since the last Title VI program update and, therefore, has not undergone a Title VI Equity Analysis. An equity analysis is a review conducted to determine whether a policy, program, or project fairly serves all populations,

especially those that are historically underserved or disadvantaged, such as persons of low-income and persons of Limited English Proficiency.

When SLO Transit considers and/or plans to construct a new maintenance facility, transit hub, and/or operations center, the City will conduct an equity analysis to maintain full compliance with FTA's Title VI regulations.

Demographic Data Collection and Reporting

SLO Transit operates fewer than 50 buses in peak service and is therefore not required to collect or report on demographic and service profile nor ridership and travel patterns for this plan update.

Transit Service Monitoring

SLO Transit operates fewer than 50 buses in peak service and is therefore not required to monitor the performance of its transit service for this plan update.

Service and Fare Equity Analysis

SLO Transit operates fewer than 50 buses in peak service and is therefore not required to evaluate service and fare equity changes for this plan update.

XI: Attachments

The following pages are attachments to SLO Transit's Title VI Program.

Attachment A – Resolution No. XXXXX (2025 Series)

PLACEHOLDER FOR RESOLUTION

Attachment B - Title VI Complaint Procedures Forms



Public Works

919 Palm Street, San Luis Obispo, CA 93401-3218
805.781.7200
slocity.org

Title VI Complaint Form

City of San Luis Obispo Transit – SLO Transit

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Home Telephone No: () _____ | Work Telephone No: () _____

Email Address: _____

Are you Filing this complaint on your own behalf? ☐ Yes ☐ No

If answering **YES**, please supply the name and relationship of the person for whom you are complaining:

Name: _____ Relationship: _____

Please explain why you have filed for a third party:

Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party: ☐ Yes ☐ No

What do you believe is the reason for your discrimination?: ☐ Race ☐ Color ☐ National Origin

Date of Alleged Incident: _____

Explain as clearly as possible what happened and how you believe you were discriminated against. Indicate who was involved. Be sure to include the names and contact information of any witnesses. If more space is needed, please use the back of the form.

Have you filed this complaint with any other federal, state, or local agency; or with any federal or state court?

☐ Yes ☐ No

If yes, check all that apply:

☐ Federal agency ☐ Federal Court ☐ State Agency ☐ State Court ☐ Local Agency

Please provide information about a contact person at the agency/court where the complaint was filed:

Name: _____ Agency: _____

Address: _____

Telephone Number: _____

Please sign below. You may attach any written materials or other information that you think is relevant to your complaint.

Signature: _____ Date: _____

Please mail this form to:

City of San Luis Obispo
Mobility Services Business
Manager
Mobility Services
1260 Chorro Street
San Luis Obispo, CA 93401
(805)781-7121

Title VI of the Civil Rights Act of 1964 states: *"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."*

The City of San Luis Obispo Transit (SLO Transit) respects civil rights and operates its programs and services without regard to race, color or national origin. SLO Transit is committed to complying with Title VI requirements in all of its programs and services.

Any person who believes he/she has been subjected to discrimination in the delivery of or access to public transportation origin, may file a complaint with SLO Transit. Such complaint must be filed in writing with SLO Transit no later than 180 days after the alleged discrimination. A letter of acknowledging receipt of complaint will be mailed within 30 days.

For more information on the Title VI transit obligations and how to file a complaint, please contact SLO Transit: City of San Luis Obispo Mobility Services Business Manager, Mobility Services Dept, 1260 Chorro Street, San Luis Obispo, CA 93401



TÍTULO VI FORMULARIO DE RECLAMACIÓN

City of San Luis Obispo Transit – SLO Transit

Nombre: _____

Domicilio: _____

Ciudad: _____ Estado: _____ Código postal: _____

Número de teléfono de casa: () _____ | Número de Trabajo: () _____

Correo electrónico: _____

¿Está presentando esta queja en su propio nombre? ☐ Sí ☐ No

Si responde Sí, proporcione el nombre y la relación de la persona por la que presenta la queja:

Nombre: _____ Relación: _____

Por favor explique por qué ha presentado la solicitud para un tercero:

Por favor, confirme que ha obtenido el permiso de la parte afectada si está presentando la solicitud en nombre de un tercero: ☐ Sí ☐ No

¿Cuál cree usted que es el motivo de su discriminación?: ☐ Raza ☐ Color ☐ Origin nacional

¿Cuál fue la fecha de la supuesta discriminación?: _____

Explique con la mayor claridad posible qué sucedió y cómo cree que fue discriminado. Indique quiénes estuvieron involucrados. Asegúrese de incluir los nombres y la información de contacto de los testigos. Si necesita más espacio, utilice el reverso del formulario.

¿Ha presentado la queja ante cualquier otra agencia federal, estatal o local, o ante cualquier agencia federal o la corte estatal?

☐ Si ☐ No

En caso afirmativo, marque todo lo que corresponda:

☐ Agencia Federal ☐ Corte federal ☐ Tribunal Estatal ☐ Agencia del estado ☐ Agencia local

Proporcione información sobre una persona de contacto en la agencia / tribunal donde se presentó la queja archivado:

Nombre: _____ Agencia: _____

Habla a: _____

Teléfono: _____

Firme a continuación. Puede adjuntar cualquier material escrito u otra información que considere relevante para su queja.

Firma: _____ Fecha: _____

Por favor envíe este formulario a:

City of San Luis Obispo
Mobility Services Business
Manager
Mobility Services
1260 Chorro Street
San Luis Obispo, CA 93401
(805)781-7121

El Título VI de la Ley de Derechos Civiles de 1964 establece: "Ninguna persona en los Estados Unidos, por motivos de raza, color u origen nacional, será excluida de participar, se le negarán los beneficios ni será objeto de discriminación en ningún programa o actividad que reciba asistencia financiera federal."

El Servicio de Tránsito de la Ciudad de San Luis Obispo (SLO Transit) respeta los derechos civiles y opera sus programas y servicios sin importar la raza, el color ni el origen nacional. SLO Transit se compromete a cumplir con los requisitos del Título VI en todos sus programas y servicios.

Cualquier persona que considere haber sido objeto de discriminación en la prestación o el acceso al transporte público puede presentar una queja ante SLO Transit. Dicha queja debe presentarse por escrito a SLO Transit a más tardar 180 días después de la presunta discriminación. Se enviará por correo una carta de acuse de recibo de la queja dentro de los 30 días.

Para obtener más información sobre las obligaciones de tránsito del Título VI y cómo presentar una queja, comuníquese con SLO Transit: Gerente comercial de Servicios de Movilidad de la ciudad de San Luis Obispo, Departamento de servicios de movilidad, 1260 Chorro Street, San Luis Obispo, CA 93401



Public Works

919 Palm Street, San Luis Obispo, CA 93401-3218
805.781.7200
slocity.org

Acknowledgement Letter for Receipt of Complaint

[enter date]

[first name][last name]

[address 1]

[address 2]

[City], [state] [zip]

Dear [salutation & last name]:

This letter is to acknowledge receipt of your complaint against San Luis Obispo Transit alleging _____.

An investigation will begin shortly. If you have additional information you wish to convey or questions concerning this matter, please feel free to contact this office by telephoning _____ or write to me at this address. s

Sincerely,

**Mobility Services Business Manager
City of San Luis Obispo
Public Works Department
1260 Chorro Street
San Luis Obispo, CA 93401
(805) 781-7121
slotransit@slocity.org**



Public Works

919 Palm Street, San Luis Obispo, CA 93401-3218
805.781.7200
slocity.org

Carta de acuse de recibo de la queja

[Ingresar fecha]

[Nombre][Apellido]

[Dirección 1]

[Dirección 2]

[Ciudad], [Estado] [Código postal]

Estimado/a [Saludo y apellido]:

Esta carta es para acusar recibo de su queja contra San Luis Obispo Transit, alegando

En breve se iniciará una investigación. Si tiene información adicional o preguntas sobre este asunto, no dude en comunicarse con esta oficina llamando al _____ o escríbame a esta dirección.

Atentamente,

Mobility Services Business Manager
City of San Luis Obispo
Public Works Department
1260 Chorro Street
San Luis Obispo, CA 93401
(805) 781-7121
slotransit@slocity.org



Public Works

919 Palm Street, San Luis Obispo, CA 93401-3218
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City of San Luis Obispo Transit – SLO Transit

Service Reduction & Fare Increase Policy

I. Purpose

49 USC Chapter 53, Section 5307(d)(1)(I) provides that urban grant recipient shall have:

“a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation.”

The City of San Luis Obispo’s fixed-route SLO Transit system is a recipient of Federal Transit funding and therefore must establish an acceptable public meeting procedure with respect to fare increase and major service reductions as required by Federal law.

II. Definitions

a. Major Service Reduction:

- i. An indefinite reduction of more than 15 percent of daily revenue miles or hours; or
- ii. A number of indefinite service reductions in any given fiscal year that add up to more than 15 percent of daily revenue miles or hours.

b. Fare Increase:

- i. Any increase to a fare price per unit of service.

c. Emergency Service Change:

- i. Service change that is to be in effect for fewer than thirty (30) days; and
- ii. Service change does not meet the criteria of Section II.A.

Examples of emergency service changes include, but are not limited to; those due to power failure, severe weather, major construction, reconstruction, and improvement projects.

III. Procedure



Public Works

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- a. If a Major Service Reduction or Fare Increase is determined to be necessary by SLO Transit staff, a recommendation and supporting materials will be submitted to the City of San Luis Obispo City Council (Council) for consideration.
- b. If the Council determines that a Major Service Reduction or Fare Increase may be necessary based on staff's recommendation and supporting documentation, staff will schedule and advertise a no less than two public meetings to be conducted in accordance with City's most recently adopted [Public Engagement Manual](#). One said meeting will be held during typical work day hours (before 5 p.m.) and the other after work day hours (after 5 p.m.). At a minimum, public notices for public meetings will be posted at or electronically sent to the following locations, in both English and Spanish:
 - i. City Hall (990 Palm St.)
 - ii. Transit Center
 - iii. On board fixed-route vehicles
 - iv. County/City Public Library
 - v. Local Access TV Channel 21
 - vi. SLO Transit website with email link for comments
 - vii. City of San Luis Obispo website with email link for comments
 - viii. Social Media (e.g. Facebook)
 - ix. Paid and legal notices in local print periodicals
 - x. Press Releases to local media outlets
- c. A public meeting on the Major Service Reduction or Fare Increase will be held in a convenient, accessible and diverse location.
 - i. The location selected will be along bus routes whenever possible;
 - ii. The public meeting will be held under the supervision of SLO Transit Manager;
 - iii. The public comments will be recorded and filed; and
 - iv. The public meeting may be held at a regular Mass Transit Advisory Committee meeting.
 - v. Spanish speaking assistance availability
- d. After the public meeting is closed, staff will give a recommendation for consideration by the Council
- e. If Council adopts a plan for a Major Service Reduction or Fare Increase, the SLO Transit Manager shall be authorized and directed to implement the action according to the approved transit schedule. The schedule shall provide a minimum of 45 (calendar) days public notice of the service or fare changes prior to their implementation.



Public Works

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805.781.7200
slocity.org

IV. Exemptions

The following criteria establish certain instances which are exempt from the requirement to solicit public comment:

- a. Standard seasonal variations;
- b. Special Events (e.g. marathon, triathlon, etc.)
- c. Changes imposed and under the control of private organizations (e.g. CalPoly)
- d. An Emergency Service Change;
- e. Experimental service changes for a period of 180 days or less, unless the changes extend beyond 180 days and meet the criteria of a Major Service Reduction as defined in Section II.A;
- f. Any fare, ticket or pass rate changes that do not result in increased fares per unit of service;
- g. Increases in service; or
- h. Decreases in fares.

Attachment D – Community Partners List

Below is a list of the community partners that were contacted to complete a survey as part of the Four Factor Analysis.

- People's Self-Help Housing (PSHH)
- Community Action Partnership of SLO (CAPSLO)
- Housing Authority of SLO (HASLO)
- County of San Luis Obispo Public Health
- Cal Poly Transportation & Parking Department
- Transitions Mental Health Association (THMA)
- Gay and Lesbian Alliance (GALA)
- Race Matters
- San Luis Obispo Chamber of Commerce
- San Luis Coastal Unified School District
 - SLO High School Leadership
 - Laguna Middle School Leadership
 - Bishops Peak Principal
 - CL Smith Principal
 - Hawthorne Elementary Principal
 - Los Ranchos Elementary Principal
 - Sinsheimer Elementary Principal
 - Teach Elementary Principal
- Cal Poly University Office of Diversity and Inclusion
- Ride-On Transportation
- San Luis Obispo County Access for All (Pathpoint)



San Luis Obispo Transit

1260 Chorro Street, San Luis Obispo, CA 93401
805.781.7012
www.slotransit.org

TITLE VI PROGRAM UPDATE – RIDER SURVEY (ENGLISH VERSION)

We want your feedback to improve services for riders with limited English. This short survey helps us better support all riders. Your answers are confidential. Thank you!

1. How well do you read English?
 - a. Very well
 - b. Somewhat well
 - c. Not very well
2. How well do you speak English?
 - a. Very well
 - b. Somewhat well
 - c. Not very well
3. Do you speak a language(s) other than English at home?
 - a. No
 - b. Yes, I speak _____
4. Have you called SLO Transit Dispatch for assistance?
 - a. Yes
 - b. No
5. If yes, how well were you able to communicate with staff?
 - a. Very well
 - b. Somewhat well
 - c. Not very well
6. How do you get information about SLO Transit services?
 - a. Ask bus drivers
 - b. Call dispatch
 - c. From friends, families, co-workers
 - d. Internet (Google)
 - e. Other: _____
7. Why do you ride the bus?



San Luis Obispo Transit

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805.781.7012
www.slotransit.org

ENCUESTA DEL TÍTULO VI – ACCESO AL IDIOMA

Queremos conocer su opinión para mejorar los servicios para personas con dominio limitado del inglés. Esta breve encuesta nos ayuda a brindar mejor apoyo a todos los pasajeros. Sus respuestas son confidenciales. Hay ayuda disponible en su idioma si la necesita. ¡Gracias!

1. ¿Qué nivel de inglés tiene?
 - a. Muy bien
 - b. Algo bien
 - c. No muy bien
2. ¿Habla bien inglés?
 - a. Muy bien
 - b. Algo bien
 - c. No muy bien
3. ¿Habla en casa otro(s) idioma(s) distinto(s) del inglés?
 - a. No
 - b. Sí, hablo _____
4. ¿Ha llamado a SLO Transit Dispatch para pedir ayuda?
 - a. Sí
 - b. No
5. En caso afirmativo, ¿cómo de bien pudo comunicarse con el personal?
 - a. Muy bien
 - b. Algo bien
 - c. No muy bien
6. ¿Cómo obtiene información sobre los servicios de SLO Transit?
 - a. Pregunte a los conductores
 - b. Llama a la central
 - c. De amigos, familiares, compañeros de trabajo
 - d. Internet (Google)
 - e. Otros: _____
7. ¿Por qué viaja en autobús?



Title VI Program for the City of San Luis Obispo Public Works Department

Final Draft: 07, 29, 2025
Prepared by:
City of San Luis Obispo
Public Works Department
919 Palm Street
San Luis Obispo, CA 93401
Tel: (805) 781-7200
www.slocity.org

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I: Non-Discrimination Policy Statement

The City of San Luis Obispo (SLO) Public Works Department is committed to ensuring compliance with Title VI of the Civil Rights Act of 1964 and other non-discriminatory authorities, such that no person shall be excluded from participation in or be denied the benefits of any program or activity conducted by the City of SLO Public Works Department on the grounds of race, color, national origin, sex, age, disability, religion, sexual orientation, gender identity, or any other category protected by State or Federal law.

Further, no person shall be subjected to discrimination under any program or activity conducted by the City of SLO Public Works Department, on the grounds of race, color, national origin, sex, age, disability, religion, sexual orientation, gender identity, or any other category protected by State or Federal law.

Title VI compliance is a condition of receipt of federal funds. The Title VI Coordinator is authorized to ensure compliance with this policy, Title VI of the Civil Rights Act of 1964, 42 U.S.C § 2000d and related statutes, and the requirements of 23 Code of Federal Regulation (CFR) pt. 200 and 49 CFR pt. 21.

Matt Pennon
DEI Manager
City of San Luis Obispo

Date

II: Non-Discriminatory Legislation

Title VI of the Civil Rights Act of 1964 – Provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination, under any program or activity receiving Federal financial assistance (as implemented through 23 CFR 200.9 and 49 CFR 21).

Section 162(a) of the Federal-Aid Highway Act of 1973 (Section 324, Title 23 U.S.C.) – Prohibits discrimination on the basis of sex by recipients and sub-recipients of Federal financial assistance.

Section 504 of the Rehabilitation Act of 1973 – Prohibits discrimination on the basis of disability by recipients and sub-recipients of Federal financial assistance.

The Age Discrimination Act of 1975 (Section 6101-6107, Title 42 U.S.C.) – Prohibits discrimination on the basis of age by recipients and sub-recipients of Federal financial assistance.

The Civil Rights Restoration Act of 1987 (Public Law 200-209) – Clarifies that the original intent of Congress in Title VI of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973 was to apply the non-discrimination statutes to all programs and activities of Federal-aid recipients, sub-recipients, contractors and vendors, whether all such programs are federally assisted or not.

Executive Order 12898 (issued February 11, 1994) – Addresses Environmental Justice regarding minority and low-income populations and requires agencies to develop strategies to address disproportionately high and adverse human health or environmental effects of their programs on minority and low-income populations; promote nondiscrimination in federal programs substantially affecting human health and the environment; and provide minority and low-income communities access to public information and an opportunity for public participation in matters relating to human health or the environment.

Executive Order 13166 (issued August 16, 2000) – Addresses improved access to services for persons with limited English proficiency. Agencies are directed to evaluate services provided and implement a system that ensures that Limited English Proficiency (LEP) persons are able to meaningfully access the services provided consistent with, and without unduly burdening, the fundamental mission of the local agency. Agencies are directed to ensure that recipients of federal financial assistance provide meaningful access to program, services and information to their LEP applicants and beneficiaries free of charge.

III: Organization Staffing and Responsibilities

The City of SLO's Title VI program is built to work toward the ultimate goal of assuring full compliance with the provisions of Title VI of the Civil Rights Act of 1964 and related statutes. To accomplish this, the City has designated the Title VI Coordinator, along with other roles, to be responsible for the overall program implementation of and compliance with Title VI. The roles and responsibilities are as follows:

Title VI Coordinator

- Ensures that the City's Title VI program is up to date with all requirements set forth by the Federal Highway Administration (FHWA), California Department of Transportation (Caltrans), and any other applicable jurisdictions.
- Maintains open line of communication with City Manager, City Council, and other City leadership positions to facilitate the Title VI Program.
- Directs all staff to coordinate and attend trainings.
- Promptly processes and resolves Title VI complaints.
- Ensures Title VI reviews of the City's Federal-aid program areas, including pre- and post-grant reviews for compliance with Title VI requirements.
- Provides an annual report of Title VI activity goals, including an annual review of the Title VI Program Plan.
- Creates and distributes Title VI information for public dissemination.

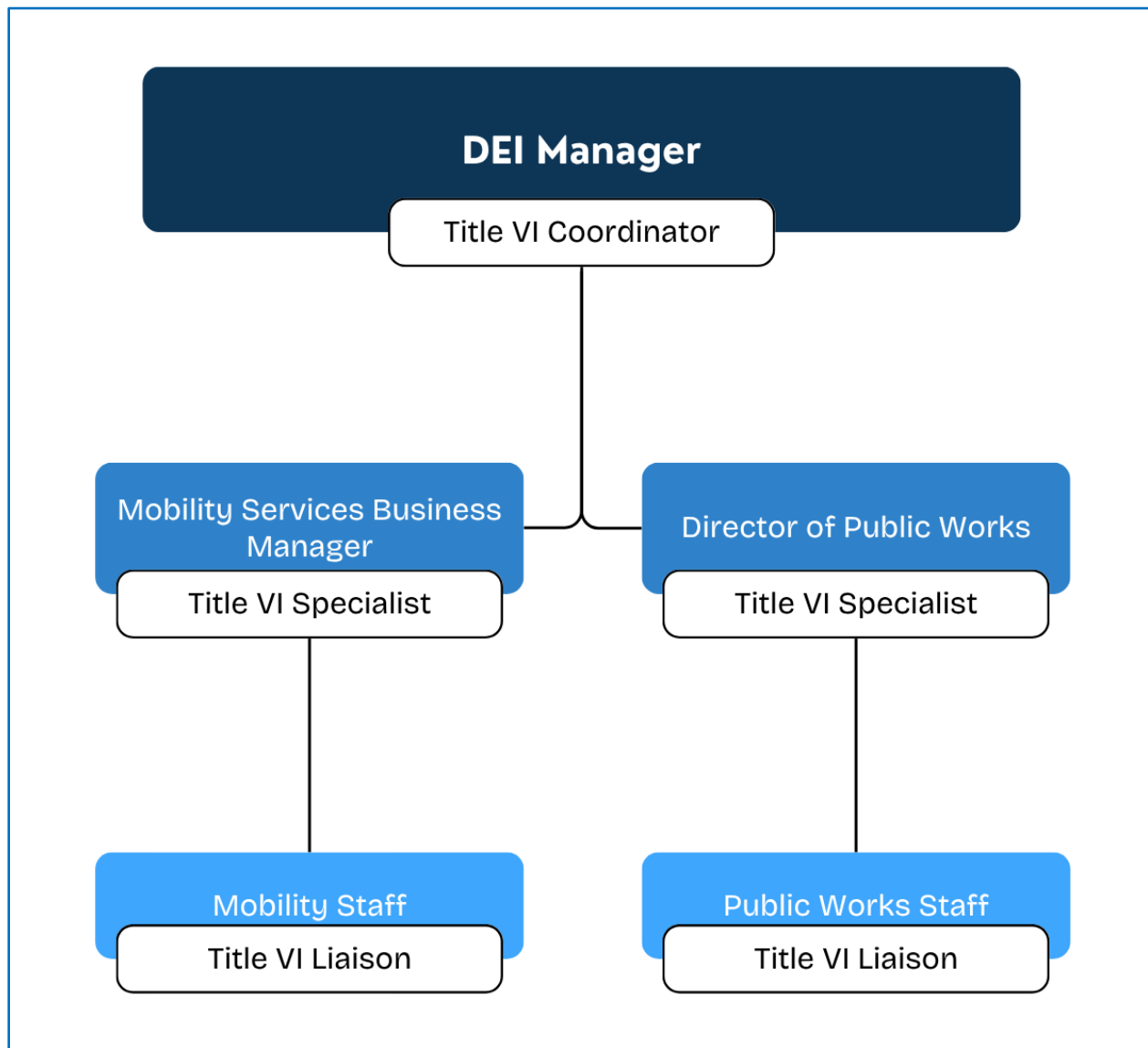
Title VI Specialist

- Ensures applicable staff are present for Title VI trainings and diligently following Title VI procedures.
- Prepares and coordinates Title VI Plan and Annual Report submission.
- Ensures that Title VI Assurances have been incorporated into all Federal-aid Contracts and Agreements.
- Ensures the collection of statistical data (race, color, national origin, sex, etc.) of participants in and beneficiaries of the City's Federal-aid programs, activities, and services.
- Analyzes data collected to determine effectiveness of outreach methods to avoid group exclusion and encourage group participation.
- Develops complaint procedures, complaint log, and ensures that all applicable staff are properly trained in the complaint reporting procedures.
- Develops Title VI information for public dissemination.

Title VI Liaison

- Attends trainings as to maintain knowledge of current Title VI requirements.
- Reports complaints through complaint procedure listed as part of the City's Title VI Implementation Plan.
- Incorporates required Title VI language into relevant contracts and agreements.

Figure 1 – Title VI Organization Chart



IV: Title VI Complaint Procedures

Any person who believes that they have been discriminated against on the basis of race, color, and/or national origin may file a Title VI complaint with Public Works by completing and submitting a Title VI Complaint Form (*Appendix C*). Complaints must be filed no more than 180 days after the alleged incident occurred and must include complete information, including the complainant's contact information, details of the alleged discrimination, and the complainant's signature.

English and Spanish versions of the Title VI complaint form is available on SLO Public Work's webpage [Accessibility & Civil Rights | City of San Luis Obispo, CA](#). Physical copies can also be obtained in person at the Public Works Office located at 919 Palm Street, San Luis Obispo, CA 93401.

Once the form is obtained, complainants can follow the steps below to complete and submit the form.

1. **Complete the Complaint Form.** If a customer needs assistance in completing the form, then they may contact Public Works at 805-781-7200 for assistance.
2. **Sign the Complaint Form.** Customers are required to sign the Complaint Form.
3. **Submit the Complaint Form.** Civil rights complaints should be filed immediately. However, SLO Public Works will investigate complaints up to 180 days after the alleged incident. Customers should submit their complaints to:

City of San Luis Obispo
Attn: Title VI Coordinator
919 Palm Street
San Luis Obispo, CA 93401

Alternatively, customers may also submit their complaints directly to the FHWA's Office of Civil Rights or Caltrans Office of Civil Rights using the following address:

Federal Highway Administration
U.S. Department of Transportation
Office of Civil Rights
1200 New Jersey Avenue, SE
8th Floor E81-104
Washington, DC 20590

California Department of Transportation
Office of Civil Rights
Attention: Title VI Program Branch
1823 14th Street, MS 79
Sacramento, CA 95811

Post-Submittal Actions

The following post-submittal actions are taken to ensure complaints are thoroughly investigated and that the complainant is informed of the results of the investigation.

1. **Acknowledgement.** Complaints will be recorded and assigned a complaint number. SLO Public Works will review the complaint to determine if there was a Title VI violation(s). Staff will send an acknowledgement letter for receipt of complaint informing the customer that their complaint was received and that SLO Public Works will investigate.
2. **Investigation.** SLO Public Works has up to ninety (90) days to investigate the complaint. If more information is needed to resolve the case, then SLO Public Works may contact the complainant. The complainant has ten (10) days from the date of contact to send the requested information to the investigator assigned to the case.

If the investigator is not contacted by the complainant or does not receive the additional information within ten (10) days, then SLO Public Works can administratively close the case. The case can also be administratively closed if the complainant no longer wishes to pursue their case.

3. **Decision.** After the investigator reviews the complaint, one of the following letters will be issued to the complainant: a closure letter or a Letter of Finding (LOF). A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. A LOF summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member, or other action will occur.
4. **Appeal.** If the complainant wishes to appeal the decision, then they have ten (10) days after the date of the closure letter or the LOF to do so.

Title VI Investigations, Complaints, and Lawsuits

SLO Public Works maintains a list of public Title VI investigations, complaints, and lawsuits filed since the time of the last Title VI program submission which alleges discrimination on the basis of race, color, or national origin. This list includes the date that the investigation, lawsuit, or complaint was filed; a summary of the allegation(s); the status of the investigation, lawsuit, or complaint; and actions taken by SLO Public Works in response, or findings related to the investigation, lawsuit, or complaint. Public Works does not have any investigations, complaints, or lawsuits with regards to Civil Rights Violations at this time.

V: Public Outreach and Information Resources

The purpose of public participation is to help ensure that the residents of the City of San Luis Obispo are kept informed and involved in Public Works' various programs, projects and activities. Public Works is committed to ensuring it serves the residents in the City of San Luis Obispo by delivering efficient, responsive, and cost-effective public works services that protect and enhance the safety, health, and quality of life in the City of San Luis Obispo. Public Works values public participation and encourages involvement by the community.

Following are the outreach strategies that will be implemented by Public Works in an effort to reach the citizens of the City of San Luis Obispo and provide equal access to up-to-date information and promote an active channel of communication.

Title VI Program Information

The Title VI Plan, Public Notice (see *Appendix B*), Non-discrimination Title VI Policy Statement, Complaint Process, Complaint Forms (see *Appendix C*) and Title VI Brochure are posted on Public Works' website. Public Works' Title VI Policy Statement shall be included in bid specification posting for federally funded projects, included by reference of the Presidential Executive Order Number 11246 as amended by Executive Order (1) 75 and as approved by Department of Labor Relations (41 CFR Part 61) construction and consultant contracts and the Public Notice shall be posted at the front counter of the Public Works main office, and all Public Works public access facilities.

Public Works Website

Public Works maintains a well-organized website that is accessible to the public. The website provides information regarding the different divisions and services within Public Works; news and events; online services; down-loadable materials; Board meeting calendar and agenda; reports; citizen brochures; City road closures; updates on projects and programs; City of San Luis Obispo Title VI Plan – 2025; information regarding public transportation; City of San Luis Obispo's Capital Improvement Plan; Policies and Program information, etc. Public Works provides language translation on its website.

Social Media Network





Public Works has a social media network presence on X (Twitter), Facebook, Instagram, and YouTube to support our public outreach efforts. We use this media forum to disseminate information to the public on events, programs, news releases, media advisories, construction project information, informational videos, new services, etc. The consumer, via their computing device, can choose their desired language which enables an individual with Limited English Proficiency (LEP) equal access to information, allowing Public Works to continue promoting a culture of dialogue between the public and Public Works.

Public Notices

Public Works will post public notices to the City's website that will provide contact information, translation capabilities and resources for translation services if language assistance is required. This will be done in accordance with the City's Public Engagement and Noticing (PEN) Manual, which can be found at [PEN Manual Templates | City of San Luis Obispo, CA](#).

Guided by the principles of **Inform, Consult, and Collaborate** (See *Figure 1*); SLO Public Works provides clear information, actively seeks feedback, and partners with the public in identifying and evaluating alternatives.

Figure 2 - Action Plan Matrix

		COMMUNICATION OBJECTIVE		
		INFORM	CONSULT	COLLABORATE
		<ul style="list-style-type: none"> One way communication – outreach to citizens. Provide public with balanced and objective project/issue information to increase awareness and/or understanding of problems, alternatives and solutions. 	<ul style="list-style-type: none"> Get ideas on finite number of options / limited time discussion. Take public feedback on project or other issue proposal. 	<ul style="list-style-type: none"> Interactive process that incorporates recommendations as much as possible. Partner with the public to develop alternatives and identify preferred solutions. May be open ended. 
DECISIONMAKING: LEVEL OF COMPLEXITY 	1 STAFF LEVEL Normal procedures, existing program, services delivery	✓	✗	✗
	2 DEPARTMENT HEADS, CITY MANAGER New program, expansion of existing program	✓	⦿	✗
	3 ADVISORY BODIES (i.e., land use issues, development projects)	✓	✓	⦿
	4 CITY COUNCIL New laws, major plans, significant issues (i.e. drought strategy)	✓	✓	✓
		✓ Yes ⦿ Maybe ✗ Not Required		

To support equitable participation, SLO Public Works maintains relationships with a network of nonprofits, businesses, and community organizations, particularly those serving underrepresented groups. Follow-up with participants helps close the feedback loop, and an engagement toolbox supports accessible, effective outreach.

Community Outreach Conducted by the Department

SLO Public Works staff regularly engage with the community to provide information, answer questions, and build awareness around current and upcoming infrastructure projects. Outreach efforts include participation in events such as the Downtown San Luis Obispo Farmers' Market "Public Works Week", where staff highlight major initiatives and gather input from the public. Staff also hold community workshops to gather public input on specific project designs such as active transportation and public park projects.

VI: Language Assistance Plan

SLO Public Works has developed its Language Assistance Plan (LAP) to address SLO Public Works' responsibilities as a recipient of federal funding. The LAP helps to identify reasonable steps for providing language assistance to persons with Limited English Proficiency (LEP) who wish to access services and programs. Persons with LEP are those who do not speak English as their primary language and have limited ability to read, write or understand English.

Table 1: Comparison of Language Spoken at Home in San Luis Obispo

Language Spoken	Group Population Estimate	Group's Percentage of Population Estimate	Portion of Group that Speaks English Very Well	Portion of Group that Does Not Speak English Very Well
English Only	38,864	83.4%	38,864 (100%)	0 (0%)
Spanish	4,608	9.9%	3,697 (80.2%)	911 (19.8%)
Other Indo-European Languages	1,362	2.9%	1,197 (87.9%)	165 (12.1%)
Asian/Pacific Island Languages	1,395	3.0%	1,104 (79.1%)	291 (20.9%)
Other Languages	395	0.8%	358 (90.6%)	37 (9.4%)
Total Population Above 5 Years	46,624		45,220 (97%)	1,404 (3%)

Source: US Census: American Community Survey 2023 ACS 5-Year Estimate

<https://data.census.gov/table/ACSST5Y2023.S1601?q=San+Luis+Obispo+city,+California+language>

Limited English Proficiency

A Limited English Proficiency (LEP) person is a person that does not speak English as a primary language and has a limited ability to read, write, or comprehend English. Per Executive Order 13166, agencies which receive Federal funding must examine their federally funded services and develop and implement processes that will allow LEP persons to meaningfully access said services. Executive Order 13166 also requires that agencies receiving Federal funding must establish guidance for providing meaningful access to LEPs, prepare a plan to overcome language barriers in federally funded programs and activities, and ensure that stakeholders have adequate opportunity to provide input.

As shown in Table 1 above, 3.0% of residents in the City of San Luis Obispo are considered LEP persons, with the majority of those LEP persons primarily speaking Spanish (9.9% of the community). As outlined in the City's LEP Plan (*Appendix A*), the City has conducted a LEP Needs Assessment, using a Four Factor Analysis to identify need and provide access to the LEP community in compliance with Executive Order 13166.

Title VI Information Dissemination

SLO Public Works's goal is to provide meaningful access for persons with LEP to all of its services, programs, and information. Efforts to effectively engage persons with LEP will ensure that they can equally contribute to and benefit from the development and improvement of SLO Public Work's services and programs.

In order to ensure that Title VI and related Civil Rights information is readily available to the public, the city will develop public notices consisting of posters, flyers, and complaint forms that are available in English and Spanish. The languages selected for the informational materials were based upon language data provided from the US Census; see Table 1 above. Said flyers and posters will be placed in the City Hall lobby, in a highly visible and accessible location. The public notices will also be available for viewing on the City's website, at www.slocity.org.

SLO Public Works will comply with the Safe Harbor Provision, which outlines circumstances that can provide a “safe harbor” for recipients regarding translation of written materials for LEP populations. The Safe Harbor Provision states that, if a recipient provides written translation of vital documents for each eligible LEP language group that constitutes five percent or 1,000 persons, whichever is less, of the total population of persons eligible to be served or likely to be affected or encountered, then such action will be considered strong evidence of compliance with the recipient’s written translation obligations. These safe harbor provisions apply to the translation of written documents only.

VII: Data Collection and Analysis

Demographic and related data collected and used by City staff comes from governmental sources responsible for collecting and vetting the information for consistency and accuracy. These sources include, but are not limited to, the U.S. Bureau of Labor Statics, U.S. Census Bureau, U.S. Bureau of Economic Analysis, California Department of Finance, California Department of Labor, and the California Employment Development Department.

Additionally, staff may also collect project-specific demographic data utilizing data collection as appropriate through the public outreach process on federally funded projects. Such outreach that may give staff the opportunity to collect demographic data may include door hangers, posters, emails, social media releases, press releases to local newspaper, public meetings, virtual meetings, and public comment through websites generated for projects.

VIII: Implementing Title VI Program Activities

Title VI Assurances and Provisions

The City’s Title VI Coordinator will ensure that any federally-funded project documents contain the necessary Title VI Assurances and other language. Such assurances include, but may not be limited to:

- FHWA Form 1273 (Title VI and other non-discriminatory requirements)
 - Required on all FHWA contracts and subcontracts valued greater than \$10,000
- Title VI Assurances Appendix A-E (*Appendix E*)
 - Appendix A-E to be attached to Federal-Aid contracts

Review and Remedial Action

Public Works will conduct periodic Title VI self-assessment of its programs and activities for compliance. Where applicable, revise policies, procedures and directives to include Title VI requirements.

When irregularities occur in the administration of Title VI programs, corrective action will be taken to resolve identified Title VI issues. Swift action will be taken to correct any

deficiencies found by Public Works, Caltrans, or the Federal Highway Administration (FHWA), not to exceed 90 days, in order to implement Title VI compliance in accordance with this plan.

Public Works will periodically conduct Title VI compliance reviews of Consultants, Contractors and Subcontractors. The review of selected recipients of Federal Aid Highway or other Federal funds will be conducted to ensure adherence to Title VI requirements. Public Works shall confirm guidelines provided to consultants, contractors, and subcontractors including Title VI language, provisions, and related requirements, as applicable.

Environmental Justice

Public Works strives to identify and address the public works and transportation needs of the citizens of the City of San Luis Obispo and ensures that the benefits and burdens of investments are being fairly distributed. Safety and improving the quality of life of City residents is Public Works' primary concern. Striving to be transparent in the process of government and insuring access for all is what Public Works strives to do in providing the best, cost-effective facilities and projects to the public.

In accordance with Executive Order 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations", the City will develop strategies to address disproportionately high and adverse health or environmental effects on minority and low-income populations to promote nondiscrimination in Federal-aid programs substantially affecting human health and the environment, and to provide minority and low-income communities access to public information and an opportunity for public participation in matters relating to human health or the environment.

IX: Staff Training

Training will be provided every two years, and within six months of hiring a new employee, by the Office of DEI for all Public Works staff.

Training will include the following:

1. Information on what Title VI is, what staff responsibilities are;
2. How to Identify and document language needs of LEP persons;
3. How to deliver services effectively to LEP persons;
4. Procuring interpreter services needed;
5. Description of language assistance services offered to the public;
6. Documentation of language assistance requests; and
7. How to handle a potential Title VI/LEP complaint.

X: Annual Work Plan

The City of San Luis Obispo Public Works Department will annually establish and monitor program goals and accomplishments. The Title VI Coordinator will ensure that employee training is conducted, language translation services continue to be available, public

participation is optimal, and appropriate Title VI signage is posted. This also includes updating community statistics and corresponding with state and federal agencies as necessary.

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Appendix A

Limited English Proficiency Plan

Background

Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency” requires that Federal agencies work to ensure that the recipients of Federal financial assistance provide meaningful access to their Limited English Proficiency (LEP) applicants and beneficiaries.

As such, local agencies are required to ensure that federally funded programs and activities normally provided in English are accessible to LEP Persons. Each local agency shall perform an annual assessment to determine if modifications are needed to their programs and activities to ensure meaningful access by LEP persons. The assessment which is referred to as a “Four-Factor” analysis is based on the following factors:

1. Factor 1 - The number or proportion of persons with LEP eligible to be served or likely to be encountered by SLO Public Works
2. Factor 2 - The frequency with which persons with LEP come into contact with SLO Public Work’s services and programs
3. Factor 3 - The nature and importance of SLO Public Work’s services and programs in people’s lives
4. Factor 4 - The resources available to SLO Public Works for LEP outreach, as well as the costs associated with that outreach.

Figure 1 - Location of the City of San Luis Obispo



San Luis Obispo (City) Overview

SLO Public Works serves the City of San Luis Obispo and the adjacent university campus. The primary languages spoken in the City of San Luis Obispo are English and Spanish. The total population is approximately 47,000 (US Census: American Community Survey

2023 5-Year Estimate). Of the 46,624 residents, approximately 9.9% of the residents are Spanish speaking, 2.9% of the residents are Other Indo-European Language speaking, and 3.0% are Asian/Pacific Island Language speaking.

Four-Factor Analysis

1. The number or proportion of LEP persons eligible to be served or likely to be encountered.

As shown in Table 1 below, San Luis Obispo has approximately 46,624 residents. 1,404 (3.0%) of residents are considered LEP persons, with the majority of those LEP persons primarily speaking Spanish (4,608, 9.9% of the community), Other Indo-European Languages (1,362, 2.9% of the community), and Asian/Pacific Island Languages (1,395, 3% of the community). The remaining 395 (0.8%) of the population speak other languages.

Table 1: Comparison of Language Spoken at Home in San Luis Obispo

Language Spoken	Group Population Estimate	Group's Percentage of Population Estimate	Portion of Group that Speaks English Very Well	Portion of Group that Does Not Speak English Very Well
English Only	38,864	83.4%	38,864 (100%)	0 (0%)
Spanish	4,608	9.9%	3,697 (80.2%)	911 (19.8%)
Other Indo-European Languages	1,362	2.9%	1,197 (87.9%)	165 (12.1%)
Asian/Pacific Island Languages	1,395	3.0%	1,104 (79.1%)	291 (20.9%)
Other Languages	395	0.8%	358 (90.6%)	37 (9.4%)
Total Population Above 5 Years	46,624		45,220 (97%)	1,404 (3%)

Source: US Census: American Community Survey 2023 ACS 5-Year Estimate
<https://data.census.gov/table/ACSST5Y2023.S1601?q=San+Luis+Obispo+city,+California+language>

2. The frequency of LEP contacts.

No data has been collected regarding the frequency of contact with LEP persons at the City. Most interactions with LEP persons occur at the City's Finance Department due to residents paying utility bills. Based on observation from Finance Department front-counter staff, the frequency for translation from Spanish to English is on average once per day. Currently the City's Human Resources Department retains a list which lists all City staff which are certified translators for various languages. If front counter staff that speak Spanish or another language are not available, City staff will reach out to a certified translator from the list. Public Works staff do not regularly receive requests for translation through Federally funded programs/projects, though the outreach components of said programs/projects do typically have multi-lingual resources. Further, if translation services are needed, staff will provide said translation in a timely manner.

3. The nature and importance of programs, services, or activities provided by the City of San Luis Obispo.

From observation provided by Public Works staff, it is rare that translation services are requested for programs, services, or activities which are federally funded. As stated above, the front counter Staff with the City's Finance Department are the ones who most frequently encounter LEP persons requesting and/or needing translation services. Though Public Works Staff has received very few requests for translation services on federally funded projects, programs and services, Staff is keenly aware that three percent of the City's residents are LEPs and therefore it is reasonably likely that LEPs will be stakeholder in any of the said projects, programs and services. As such, when Staff has encountered the need for translation services, Staff has provided the services readily.

4. The Resources Available for LEP persons. After a review of the City's currently available resources for LEP persons, the City has determined that the current available resources are lacking and inconsistent. The City will remedy the lack of resources, through the action plan listed in the next section.

Action Plan

In order to ensure compliance with Title VI, and Executive Order 13166 the following publications and services will be made available for LEP person use:

- Non-Discrimination Policy Statement
 - Statement shall be printed in English and Spanish. Said statement will be posted in the City Hall lobby in a highly visible location.
- Title VI Rights Poster
 - Posters shall be printed in English and Spanish. Said posters will be posted in the City Hall lobby in a highly visible location, and additional copies will be available for the public to review and take.
- Title VI Complaint Form
 - Complaint forms shall be printed in English and Spanish. Said forms will be in the City Hall lobby in a highly visible location.
- Title VI Webpage on City's Website
 - All of the City's Title VI resources will be posted on the City's website at the following link: www.slocity.org
- Future Planning and Projects

- o Public Works will ensure that all future projects and planning documents that are federally funded utilize outreach methods that are compliant with Title VI and other related non-discriminatory assurances.
- o Additionally, the City will ensure that outreach materials are available in English and Spanish, and that translators are readily available as necessary for any LEP Persons that would like to contribute or participate.

Lastly, the Title VI Specialist will request an updated list of certified translators from the Human Resources Department every six months and distribute said list to those who are likely to encounter LEP persons, such that a translator can be contacted the moment one is needed.

To ensure continuous compliance, the City will review the Title VI Implementation Plan and Limited English Proficiency Plan regularly, but at a minimum, as new data from the US Census becomes available. As new regulations are created, the City will act promptly to update the existing plans and relevant resources.

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Appendix B



**CITY OF SAN LUIS OBISPO
DEPARTMENT OF PUBLIC WORKS**

Public Notice of Right Under Title VI

City of San Luis Obispo, Department of Public Works (Public Works) operates its programs and services without regard to race, color or national origin in accordance with Title VI of the Civil Rights Act of 1964. Public Works also prohibits discrimination based on race, color, national origin, religion, sex, age, disability, or any other protected class enumerated in federal and state law. Any person who believes they have been a victim of unlawful discriminatory practice(s) under Title VI may file a complaint with the Title VI Coordinator.

If you have any questions or would like additional information on Public Works' obligation regarding non-discrimination or how to file a complaint, please visit Public Works' web page on the city web site www.slocity.org or contact the Title VI Coordinator.

Information needed in another language, please contact (805) 781-7200

Aviso público de derecho bajo el Título VI

La Ciudad de San Luis Obispo, Departamento de Obras Públicas, opera sus programas y servicios sin distinción de raza, color u origen nacional de acuerdo con el Título VI de la Ley de Derechos Civiles de 1964. Obras Públicas también prohíbe la discriminación basada en el sexo, la edad, la discapacidad o cualquier otra clase protegida enumerada en las leyes federales y estatales. Cualquier persona que crea que ha sido víctima de cualquier práctica discriminatoria ilegal bajo el Título VI puede presentar una queja ante el Coordinador del Título VI.

Si tiene alguna pregunta o desea obtener información adicional sobre la obligación de Obras Públicas con respecto a la no discriminación o cómo presentar una queja, visite la página web de Obras Públicas en el sitio web de la ciudad www.slocity.org o comuníquese con el Coordinador del Título VI.

Se necesita información en otro idioma, por favor póngase en contacto con (805) 781-7200

Public Works

919 Palm Street, San Luis Obispo, CA 93401-3218
805.781.7200
slocity.org

Appendix C



Public Works

919 Palm Street, San Luis Obispo, CA 93401-3218
805.781.7200
slocity.org

Title VI Complaint Form

City of San Luis Obispo Public Works – SLO Public Works

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Home Telephone No: () _____ | Work Telephone No: () _____

Email Address: _____

Are you Filing this complaint on your own behalf? Yes No

If answering **YES**, please supply the name and relationship of the person for whom you are complaining:

Name: _____ Relationship: _____

Please explain why you have filed for a third party:

Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party: Yes No

What do you believe is the reason for your discrimination?: Race Color National Origin

Date of Alleged Incident: _____

Explain as clearly as possible what happened and how you believe you were discriminated against. Indicate who was involved. Be sure to include the names and contact information of any witnesses. If more space is needed, please use the back of the form.

Have you filed this complaint with any other federal, state, or local agency; or with any federal or state court?

Yes No

If yes, check all that apply:

Federal agency Federal Court State Agency State Court Local Agency

Please provide information about a contact person at the agency/court where the complaint was filed:

Name: _____ Agency: _____

Address: _____

Telephone Number: _____

Please sign below. You may attach any written materials or other information that you think is relevant to your complaint.

Signature: _____ Date: _____

Please mail this form to:
City of San Luis Obispo
Attn: Public Works Director
919 Palm Street
San Luis Obispo, CA 93401
(805)781-7200

Title VI of the Civil Rights Act of 1964 states: "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

The City of San Luis Obispo Public Works (SLO Public Works) respects civil rights and operates its programs and services without regard to race, color or national origin. SLO Public Works is committed to complying with Title VI requirements in all of its programs and services.

Any person who believes he/she has been subjected to discrimination in the delivery of or access to public transportation origin, may file a complaint with SLO Public Works. Such complaint must be filed in writing no later than 180 days after the alleged discrimination. A letter of acknowledging receipt of complaint will be mailed within 30 days.

For more information on the Title VI obligations and how to file a complaint, please contact SLO Public Works at the listed address.



Public Works

919 Palm Street, San Luis Obispo, CA 93401-3218
805.781.7200
slocity.org

TÍTULO VI FORMULARIO DE RECLAMACIÓN

La Ciudad de San Luis Obispo Departamento de Obras Públicas – SLO Obras Públicas

Nombre: _____

Domicilio: _____

Ciudad: _____ Estado: _____ Código postal: _____

Número de teléfono de casa: () _____ | Número de trabajo: () _____

Correo electrónico: _____

¿Está presentando esta queja en su propio nombre? Si No

Si responde **SÍ**, proporcione el nombre y la relación de la persona por la que presenta la queja:

Nombre: _____ Relación: _____

Por favor explique por qué ha presentado la solicitud para un tercero:

Por favor, confirme que ha obtenido el permiso de la parte afectada si está presentando la solicitud en nombre de un tercero: Si No

¿Cuál cree usted que es el motivo de su discriminación?: Race Color National Origin

¿Cuál fue la fecha de la supuesta discriminación?: _____

Explique con la mayor claridad posible qué sucedió y cómo cree que fue discriminado. Indique quiénes estuvieron involucrados. Asegúrese de incluir los nombres y la información de contacto de los testigos. Si necesita más espacio, utilice el reverso del formulario.

¿Ha presentado la queja ante cualquier otra agencia federal, estatal o local, o ante cualquier agencia federal o la corte estatal?

Si No

En caso afirmativo, marque todo lo que corresponda:

Agencia Federal Corte Federal Tribunal Estatal Agencia del estado Agencia Local

Proporcione información sobre una persona de contacto en la agencia / tribunal donde se presentó la queja archivado:

Nombre: _____ Agencia: _____

Habla a: _____

Teléfono: _____

Firme a continuación. Puede adjuntar cualquier material escrito u otra información que considere relevante para su queja.

Firma: _____ Fecha: _____

Por favor envíe este formulario a:

City of San Luis Obispo
Attn: Public Works Director
919 Palm Street
San Luis Obispo, CA 93401
(805)781-7200

El Título VI de la Ley de Derechos Civiles de 1964 establece: "Ninguna persona en los Estados Unidos, por motivos de raza, color u origen nacional, será excluida de participar, se le negarán los beneficios ni será objeto de discriminación en ningún programa o actividad que reciba asistencia financiera federal."

La Obras Públicas de la Ciudad de San Luis Obispo (SLO Obras Públicas) respeta los derechos civiles y opera sus programas y servicios sin importar la raza, el color ni el origen nacional. SLO Obras Públicas se compromete a cumplir con los requisitos del Título VI en todos sus programas y servicios.

Cualquier persona que considere haber sido objeto de discriminación en la prestación o el acceso al transporte público puede presentar una queja ante SLO Obras Públicas. Dicha queja debe presentarse por escrito a SLO Obras Públicas a más tardar 180 días después de la presunta discriminación. Se enviará por correo una carta de acuse de recibo de la queja dentro de los 30 días.

Para obtener más información sobre las obligaciones del Título VI y cómo presentar una queja, comuníquese con Obras Públicas de SLO en la dirección indicada.

Appendix D

Below is a list of the community partners that were contacted to complete a survey as part of the Four Factor Analysis.

- People's Self-Help Housing (PSHH)
- Community Action Partnership of SLO (CAPSLO)
- Housing Authority of SLO (HASLO)
- County of San Luis Obispo Public Health
- Cal Poly Transportation & Parking Department
- Transitions Mental Health Association (THMA)
- Gay and Lesbian Alliance (GALA)
- Race Matters
- San Luis Obispo Chamber of Commerce
- San Luis Coastal Unified School District
 - SLO High School Leadership
 - Laguna Middle School Leadership
 - Bishops Peak Principal
 - CL Smith Principal
 - Hawthorne Elementary Principal
 - Los Ranchos Elementary Principal
 - Sinsheimer Elementary Principal
 - Teach Elementary Principal
- Cal Poly University Office of Diversity and Inclusion
- Ride-On Transportation
- San Luis Obispo County Access for All (Pathpoint)

Appendix E

US DOT Title VI Assurances A-E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, age, sex, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, age, sex, or disability.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the California Department of Transportation will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the California Department of Transportation all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the California Department of Transportation and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the California Department of Transportation, its successors and assigns.

The California Department of Transportation, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the California Department of Transportation will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the California Department of Transportation pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the California Department of Transportation will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the California Department of Transportation will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the California Department of Transportation and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the California Department of Transportation pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the California Department of Transportation will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, the California Department of Transportation will there upon revert to and vest in and become the absolute property of the California Department of Transportation and its assigns.

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to: Pertinent Non-Discrimination Authorities:

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to: Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).



Department: Attorney
Cost Center: 1501
For Agenda of: 9/2/2025
Placement: Consent
Estimated Time: N/A

FROM: Christine Dietrick, City Attorney
Prepared By: Sadie Symens, Deputy City Attorney
Natalie Harnett, Policy and Project Manager

SUBJECT: APPROVE PARTICIPATION IN MULTIPLE NATIONAL OPIOID LITIGATION SETTLEMENT AGREEMENTS

RECOMMENDATION

1. Approve City participation in the nationally negotiated opioid related settlement agreements with Purdue Pharma L.P. & Sackler Family ("Purdue and Sackler"); and
2. Approve City participation in the nationally negotiated opioid related settlement agreements with eight opioids manufacturers, Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus (the "Manufacturers"); and
3. Approve City participation in all future nationally negotiated opioid related settlement agreements; and
4. Authorize the City Manager and City Attorney to execute documents as needed to participate in the above-specified and all future nationally negotiated opioid related settlement agreements; and
5. Authorize the City Manager and City Attorney to elect direct allocation of the settlement funds to the City; and
6. Authorize the City Manager to vote on the Purdue bankruptcy plan, in consultation with the City Attorney (including abstention if the City Manager determines abstention is in the best interest of the City.)
7. Authorize staff to submit required annual opioid settlement expenditure reporting forms to the Department of Health Care Services.

POLICY CONTEXT

Over the last several years, nationwide litigation has resulted in a series of landmark settlements with opioid manufacturers, distributors, and retailers accused of fueling the opioid crisis through deceptive marketing and inadequate oversight. These settlements allow states, counties, and cities—including those not directly involved in the litigation - to opt in and receive dedicated funding to support local opioid abatement efforts.

Participating in these agreements provides the City with a non-General Fund resource to help address opioid misuse, addiction, and related public health and safety impacts.

These efforts align with the City's adopted Major City Goals and broader commitments to community well-being, fiscal sustainability, and regional collaboration.

DISCUSSION

Background

Since 2021, the City Council has approved participation in five national, class-action opioid settlements (See Previous Council Action), and the City received approximately \$370,000 in direct allocations from the settlements since 2024. Two new proposed nationwide settlement agreements ("Settlements") have been reached to resolve ongoing prescription opioid litigation brought by numerous states, local political subdivisions, and special districts.

Purdue Pharma L.P. & Sackler Family Settlement

The first settlement concerns litigation against Purdue Pharma L.P. and the Sackler Family ("Purdue and Sackler") and is being implemented through Purdue's bankruptcy proceedings. The Settlement¹ includes two components:

- The *Estate Settlement*, which settles Purdue's claims against the Sacklers and other parties, and
- The *Direct Settlement*, which resolves direct claims by states, local governments, and other creditors.

Actual payments will depend on rate of subdivision participation. However, it is estimated that the two Settlements will require the Sacklers to pay up to \$6.5 billion over 15 years, including a \$1.5 billion payment on the Effective Date (expected in 2026), in addition to nearly \$900 million available from the Purdue estate.

The Settlement also includes injunctive relief, requiring Purdue's successor to adopt safeguards to prevent opioid diversion, and restricting certain Sacklers from engaging in opioid-related activities.

Cities and counties that opt in will be eligible for funding under the Direct Settlement (commonly referred to as the "GESA") and may be eligible to vote on the bankruptcy plan governing the Estate Settlement. Opting out of the Direct Settlement would preclude the City from receiving any funds and would leave individual litigation as the only alternative—a costly and resource-intensive path with uncertain outcomes. The deadline to submit the Participation Form and California State-Subdivision Agreement (Attachment A), without alterations, is September 30, 2025.

Voting on the bankruptcy plan is separate from opting into the Direct Settlement. On a previous opioid bankruptcy (Endo), the City abstained from voting on the plan (since staff determined it was unlikely the City would have any basis for objecting to the plan) and opted out of the release of claims (since staff was informed this would not waive any claim

¹ View the full terms of the proposed Purdue and Sackler Settlement Agreement here: <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>

to proceeds if the plan were approved.) Staff does not yet have information on the Purdue bankruptcy, nor has the implementation administrator confirmed whether the City is even eligible to vote on the bankruptcy plan. If the City is deemed eligible to vote on the plan, staff recommends that the Council authorize the City Manager to do so, including to abstain from the plan and opt out of the releases if the facts of the Purdue bankruptcy are sufficiently similar to the Endo bankruptcy. Staff believe this conservative approach will best protect the City's rights without waiving its claim to any proceeds from the bankruptcy if the plan is approved.

Additional Manufacturer Settlements (Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, Zydus)

The second set of proposed settlements² would resolve claims against eight additional opioid manufacturers—Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus (collectively, the “Manufacturers”). These Settlements would provide up to \$720 million nationwide for opioid abatement, a portion of which would be available to California and its participating subdivisions, including the City of San Luis Obispo.

Depending on participation, the Manufacturers will contribute both cash and product-based remedies over multiple years. For example:

- Mylan will pay up to \$290 million over nine years;
- Amneal will pay up to \$74 million and contribute up to \$177 million in generic Narcan;
- Other manufacturers will contribute a mix of immediate payments and naloxone or buprenorphine products in lieu of cash.

These Settlements also include injunctive relief, requiring manufacturers to change marketing, distribution, and sales practices to prevent future opioid misuse.

The City must opt in to each of the individual manufacturer settlements by October 8, 2025, to be eligible for any share of the settlement funds.³

City Participation and Use of Funds

Since 2021, the City has participated in five national opioid settlements (See Previous Council Action) and has received approximately \$370,000 in direct allocations since 2024⁴, which currently funds two Licensed Psychiatric Technicians contracted through the County of San Luis Obispo to support the City's Mobile Crisis Unit and Community Action Teams. These new settlements, if approved, could provide continued or expanded funding for those positions or other eligible opioid abatement activities.

² View the full terms of the proposed Manufacturers Settlement Agreements here: <https://nationalopioidsettlement.com/additional-settlements/>

³ The Participation and Release forms for the Manufacturers settlements were not yet available to the City at time of publication of this report.

⁴ Prior to 2024, the City's allocation of annual opioid settlement payments was deferred to the County.

Failure to act before the respective deadlines—September 30, 2025 for Purdue and October 8, 2025 for the Manufacturer Settlements—would render the City ineligible for any of the allocated funds. Staff recommends City Council authorize participation in both settlements and direct staff to complete and return the required participation forms once issued by the Implementation Administrator.

Participation in litigation, including a settlement of class-action litigation, requires authorization of the Council. This is the fourth time staff have sought authorization to participate in class-action opioid settlement agreements. Participation in these agreements is very low-risk to the City, since it is unlikely the City will have the resources and/or basis to pursue individual litigation against any particular opioid defendant or group of defendants, and the benefits are substantial. The settlement funds have paid the entirety of the City's costs of the two Licensed Psychiatric Technicians (LPTs) within the Mobile Crisis Unit and Community Action Team under contract with the County. Fire and Police have identified several other potential uses of the opioid remediation funds to combat the opioid crisis in our community. Staff recommends authorization by Council to opt-in to future class-action settlement agreements if the settlement terms are substantially similar to those previously approved by the Council (see Previous Council Action below) and if the City Manager and City Attorney agree it is in the best interests of the City to do so.

Direct recipients of opioid settlement funds are required to submit [annual reporting to the Department of Health Care Service](#) (DHCS). Since the City is a direct recipient of several existing settlement funds and is seeking authorization to opt-in to additional settlements as a direct recipient, the City is required to report on its use of settlement funds by September 30th of each year (including this year) until all funds from the respective settlements are expended. Staff is therefore seeking authorization to complete this annual reporting without returning to Council for further approval.

Previous Council or Advisory Body Action

December 7, 2021 – Council approved the City's participation in the settlement agreements with pharmaceutical distributors, McKesson, Cardinal Health and Amerisource Bergan ("Distributors") and with manufacturer Janssen Pharmaceuticals and its parent company Johnson & Johnson ("Janssen").

April 4, 2023 – Council approved the City's participation in the settlement agreements with pharmacies CVS, Walgreens, and Walmart ("Pharmacies"), and with pharmaceutical manufacturers Teva and Allergan ("Manufacturers").

July 16, 2024 – Council approved the City's participation in the settlement agreements with supermarket pharmacy Kroger Co. ("Kroger"). Council also directed the City Manager and City Attorney to evaluate the aggregate national opioid settlement amounts to be allocated to the City each year and the administrative burdens of direct allocation and, if warranted, to change the distribution to direct allocation. The City Manager thereafter opted in to direct allocation in August 2024.

Public Engagement

None. Not applicable since this involves a settlement of litigation to which the City was not a direct party.

CONCURRENCE

The Police and Fire Chief, Community Development and City Administration Departments concur in the recommendation.

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: No

Budget Year: 2026-2041

Funding Identified: N/A. Settlement agreement would provide funds to the City, not require funds to be paid out.

Fiscal Analysis:

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

The amount of funds that would be received by the City under the settlement agreements cannot be estimated at this time. The final pay-out amounts will be determined by the percentage of local jurisdictions that elect to participate in the agreements. Any revenue received will be deposited into the City's Opioid Settlement Fund (Fund 217) to help support the annual contracts with the County for two Licensed Psychiatric Technicians serving the MCU and CAT programs. Beginning in FY 2027-28, the annual cost of these contracts will exceed the ongoing opioid settlement revenue currently forecasted; the additional revenue from the new Settlements would help offset the shortfall.

ALTERNATIVES

Do not approve the City's participation in the settlement agreements. It is unlikely the City will have the capacity to pursue individual litigation against these opioid defendants. Failure to participate in the nationally-negotiated settlement agreements will deprive the City of funds it is otherwise entitled to as a class member.

Approve the City's participation in the settlement agreements with Purdue and Sackler, and with the Manufacturers, but require staff to seek authorization for participation in future settlement agreements. Staff anticipates being well-suited, in close consultation with the City Attorney, to evaluate future settlement agreements and determine whether class participation is in the best interest of the City, but Council may direct staff to return for authorization to participate in future agreements with new defendants.

ATTACHMENTS

A – Participation and Release Form (Purdue and Sackler)

EXHIBIT K
Subdivision Participation and Release Form

Governmental Entity: San Luis Obispo city	State: CA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the “*Agreement*”)¹, and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as and to the extent provided in, and for resolving disputes to the extent provided in, the

¹ Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.



Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the “Shareholder Released Claims”, and as it pertains to the Released Parties other than the Shareholder Released Parties, the “Released Claims”). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.
9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term “Shareholder Released



Claims” and “Released Claims”) are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity’s power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.
11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.
12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities’ decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.
14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

**Proposed California State-Subdivision Agreement
Regarding Distribution and Use of Settlement Funds
Purdue/Sackler Settlement**

1. Introduction

The State of California¹ and certain of its cities and counties have reached this proposed agreement (the “California Purdue/Sackler State-Subdivision Agreement” or the “Agreement”) to govern the payments made to California in *In re: Purdue Pharma L.P., et al*, Case No. 19-23649, pending in the United States Bankruptcy Court, Southern District of New York (the “Purdue Bankruptcy Matter”) and pursuant to the related settlement with the Sacklers.

This Agreement is proposed to govern the allocation, distribution, and use of payments, including the Statewide Payment Amounts, consisting of Base Payments and Incentive Payments, and Estate Distributions, paid to California pursuant to the Governmental Entity & Shareholder Direct Settlement Agreement (“GESA”), the Master Settlement Agreement (“MSA”), the Thirteenth Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and its Affiliated Debtors (the “Plan”), and the Governmental Remediation Trust Agreement (“GRTA”), and any revisions thereto (collectively, the “Governing Documents”), filed in the Purdue Bankruptcy Matter.

For the avoidance of doubt, this Agreement does not apply to payments of attorneys’ fees and costs made to California, including any payments to California from the Local Government Costs and Expenses Fund and the State Expenses Fund and payments pursuant to Sections 9.01, 9.02, and 9.03 and Exhibit R of the GESA and Sections 5.9(a) and 5.9(b) of the Plan, unless otherwise noted.

Pursuant to Exhibit O, paragraph 4, of the GESA, acceptance of this California State-Subdivision Agreement is a requirement to be an Initial Participating Subdivision.

2. Definitions

- a) *CA Participating Subdivision* means a General Purpose Government that is a Participating Subdivision and also (a) a Plaintiff Subdivision; (b) a Primary Subdivision; and/or (c) a Non-Litigating Threshold Subdivision. For the avoidance of doubt, eligible CA Participating Subdivisions are those California Subdivisions listed in Exhibits C (excluding Litigating Special Districts), I, and/or W to the GESA.
- b) *CA Litigating Special District* means a Litigating Special District located in California. For the avoidance of doubt, CA Litigating Special District does not include School Districts and certain Health and Hospital Special Districts that fall under a separate creditor group in the Purdue Bankruptcy Plan.

¹ For purposes of clarity, use of the term “California” refers to the geographic territory of California and the state and its local governments therein. The term “State” or “State of California” refers to the State of California as a governmental unit.



- c) *Plaintiff Subdivision* means a Subdivision located in California, other than a CA Litigating Special District, that filed a lawsuit, on behalf of the Subdivision and/or through an official of the Subdivision on behalf of the People of the State of California, against one or more Opioid Defendants prior to October 1, 2020.
- d) *Opioid Defendant* means any defendant (including but not limited to Alvogen, Inc. Amneal Pharmaceuticals LLC; Apotex Corp., Hikma Pharmaceuticals USA Inc. f/k/a West-Ward Pharmaceuticals Corp.; Indivior Inc.; Viatris Inc. a/k/a Mylan N.V.; Sun Pharmaceutical Industries, Inc.; Zydus Pharmaceuticals (USA) Inc.; Kroger Co., Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., Walgreen Co., Walmart Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc., Cencora, Inc. f/k/a AmerisourceBergen Corporation, McKesson Corporation, Dr. Richard S. Sackler, Beverly Sackler, Jonathan Sackler, David Sackler, Marianna Sackler, Theresa Sackler, Ilene Sackler Lefcourt, Dr. Kathe Sackler, and Mortimer D.A. Sackler) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.

3. General Terms

This Agreement is subject to the requirements of the Governing Documents, as well as applicable law, and the Governing Documents govern over any inconsistent provision of this California Purdue/Sackler State-Subdivision Agreement. Terms not otherwise defined herein shall have the same meaning as in the Governing Documents.

All payments made to the State of California and CA Participating Subdivisions subject to this Agreement will be used for Opioid Remediation, except as allowed by Section 5.02(b) of the GESA and Section 4.01(f)(ii) of the MSA.

This Agreement does not apply to funds received by California for attorneys' fees and cost, including payments from the Local Government Costs and Expenses Fund or the State Expenses Fund, unless otherwise noted.

4. State Allocation

Funds allocated to California shall be combined pursuant to this Agreement, and 15% of that total shall be allocated to the State of California (the "State of California Allocation"), 70% to the California Abatement Accounts Fund ("CA Abatement Accounts Fund"), and 15% to the California Subdivision Fund ("CA Subdivision Fund").

A. State of California Allocation

Fifteen percent of the payments to California subject to this Agreement will be allocated to the State and used by the State for future Opioid Remediation.

B. CA Abatement Accounts Fund

i. Allocation of CA Abatement Accounts Funds

- a) Seventy percent of the payments to California subject to this Agreement will be allocated to the CA Abatement Accounts Fund. The funds in the CA Abatement Accounts Fund will be allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision. The percentage from the CA Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 in the column entitled abatement percentage (the “Local Allocation”). For the avoidance of doubt, CA Litigating Special Districts and California towns, cities, and counties with a population less than 10,000 (except those that are Plaintiff Subdivisions) are not eligible to receive an allocation of CA Abatement Accounts Funds.
- b) A CA Participating Subdivision that is a county, or a city and county, will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision, and will receive payments as provided in the Governing Documents and this Agreement.
- c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as the county is a CA Participating Subdivision; *provided, however*, that if a city currently receives direct payment of its share of funds in the National Opioids Settlement with Distributors Cencora, Inc. (f/k/a AmerisourceBergen Corporation), Cardinal Health, Inc., and McKesson Corporation (the “Distributors Settlement”), that city’s Local Allocation amount will be paid directly to the city. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county’s share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of CA Abatement Accounts Funds).
- d) A city within a county that is a CA Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Administrator at least 60 days prior to a Payment Date.
- e) The State will receive the Local Allocation share of any payment that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but has not, for a particular payment, become a Participating Subdivision.
- f) Funds received by a CA Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Governing Documents and this



Agreement shall be transferred to the State; provided however, that CA Participating Subdivisions have seven years to expend or encumber CA Abatement Accounts Funds designated to support capital outlay projects before they must be transferred to the State.

ii. Use of CA Abatement Accounts Funds

- a) The CA Abatement Accounts Funds will be used for future Opioid Remediation in one or more of the areas described in the List of Opioid Remediation Uses, which is Exhibit E to the GESA.
- b) In addition to this requirement, no less than 50% of the funds received by a CA Participating Subdivision from the CA Abatement Accounts Fund in each calendar year will be used for one or more of the following High Impact Abatement Activities:
 - (1) the provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program;
 - (2) creating new or expanded Substance Use Disorder (“SUD”) treatment infrastructure;
 - (3) addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD;
 - (4) diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction;
 - (5) interventions to prevent drug addiction in vulnerable youth, including but not limited to, youth in foster care, juvenile justice-impacted youth, youth experiencing adversities related to socioeconomic status, and unhoused youth; and/or
 - (6) the purchase of naloxone for distribution and efforts to expand access to naloxone for opioid overdose reversals.
- c) The California Department of Health Care Services (“DHCS”) may add to this list (but not delete from it) by designating additional High Impact Abatement Activities. DHCS will make reasonable efforts to consult with stakeholders, including the CA Participating Subdivisions, before adding additional High Impact Abatement Activities to this list.
- d) For the avoidance of doubt, and subject to the requirements of the Governing Documents and applicable law, CA Participating Subdivisions may form agreements or ventures, or otherwise work in collaboration with, federal, state, local, tribal or private sector entities in pursuing Opioid Remediation activities funded from the CA Abatement Accounts Fund. Further, provided that all CA Abatement Accounts Funds are used for Opioid Remediation consistent with the Governing Documents and this Agreement, a county and

any cities or towns within the county may agree to reallocate their respective shares of the CA Abatement Accounts Funds among themselves, provided that any direct distribution may only be to a CA Participating Subdivision and any CA Participating Subdivision must agree to their share being reallocated.

iii. CA Abatement Accounts Fund Oversight

- a) Pursuant to Section 5 below, CA Participating Subdivisions receiving funds pursuant to the Purdue Bankruptcy Plan and related Sackler settlement must prepare and file reports annually regarding the use of those funds. DHCS may regularly review the reports prepared by CA Participating Subdivisions about the use of CA Abatement Accounts Funds for compliance with the Governing Documents and this Agreement.
- b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the Governing Documents or this Agreement, whether through review of reports or information from any other sources, DHCS shall send a request to meet and confer with the CA Participating Subdivision. The parties shall meet and confer in an effort to resolve the concern.
- c) If the parties are unable to reach a resolution, DHCS may conduct an audit of the Subdivision's use of the CA Abatement Accounts Funds within one year of the request to meet and confer, unless the parties mutually agree in writing to extend the meet and confer time frame.
- d) If the concern still cannot be resolved, the State may bring a motion or action against the Subdivision in the court where the State has filed its Consent Judgment to resolve the concern or otherwise enforce the requirements of the Governing Documents or this Agreement. However, in no case shall any audit be conducted, or motion be brought, as to a specific expenditure of funds, more than five years after the date on which the expenditure of the funds was reported to DHCS, in accordance with this Agreement.
- e) Notwithstanding the foregoing, this Agreement does not limit the statutory or constitutional authority of any state or local agency or official to conduct audits, investigations, or other oversight activities, or to pursue administrative, civil, or criminal enforcement actions.

C. CA Subdivision Fund

- i. Fifteen percent of the payments to California subject to this Agreement will be allocated to the CA Subdivision Fund. All funds in the CA Subdivision Fund will be allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. The funds will be used, subject to any limits imposed by the Governing Documents and this Agreement, to fund future Opioid Remediation and reimburse past opioid-related expenses, which may include fees and expenses related to litigation.



However, in no event shall more than one-third (5% out of the 15%) be used for litigation-related fees and expenses.

D. Provision for State Back-Stop Agreement

On August 6, 2021, Judge Dan Polster of the U.S. District Court, Northern District of Ohio, Eastern Division, issued an order (ECF Docket Number 3814) (“MDL Fees Order”) in the National Prescription Opiate Litigation (MDL No. 2804) “cap[ping] all applicable contingent fee agreements at 15%.” Private counsel representing Plaintiff Subdivisions should seek its contingency fees and costs from the Local Government Costs and Expenses Fund pursuant to the Governing Documents, and if applicable, the Attorney Fee Fund or Cost Funds under the settlement agreements with other Opioid Defendants.

A Plaintiff Subdivision may separately agree to use up to one-third (5% out of the 15%) of its share of the CA Subdivision Fund to pay for fees or costs incurred by its contingency-fee counsel (“State Back-Stop Agreement”), pursuant to Exhibit R of the GESA and the MDL Fees Order, so long as: (1) such payments, together with any payments to contingency-fee counsel from the Local Government Costs and Expenses Fund related to such Plaintiff Subdivision, do not exceed 15% of a Plaintiff Subdivision’s total gross recovery under this Agreement; and (2) Plaintiff Subdivision certifies that any payments made under a State Back-Stop Agreement will be made in accordance with the 95% Opioid Abatement use requirements under Section 5.02(a) of the GESA and Section 4.01(f)(i) of the MSA. Before seeking fees or litigation costs and expenses from a State Back-Stop Agreement, private counsel representing Plaintiff Subdivisions must first seek contingency fees and costs from the Local Government Costs and Expenses Fund funded pursuant to the Governing Documents. Further, private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

To effectuate a State Back-Stop Agreement pursuant to this section, an agreement in the form of Appendix 2 may be entered into by a Plaintiff Subdivision, private counsel, and the California Office of the Attorney General. The California Office of the Attorney General shall, upon the request of a Plaintiff Subdivision, execute any agreement executed by a Plaintiff Subdivision and its private counsel if it is in the form of Appendix 2. The California Office of the Attorney General will also consider requests from Plaintiff Subdivisions to execute and enter into agreements presented in other forms.

For the avoidance of doubt, this Agreement does not require a Plaintiff Subdivision to request or enter into a State Back-Stop Agreement, and no State Back-Stop Agreement shall impose any duty or obligation on the State of California or any of its agencies or officers, including without limitation the Attorney General.

5. State and Subdivision Reporting

- a) DHCS will prepare an annual written report regarding the State's use of funds from the settlement until those funds are fully expended and for one year thereafter. These reports will be made publicly available on the DHCS web site.
- b) Each CA Participating Subdivision that receives payments of funds from the Purdue Bankruptcy Plan and related Sackler settlement will prepare written reports at least annually regarding the use of those funds, until those funds are fully expended and for one year thereafter. These reports will also include a certification that all funds that the CA Participating Subdivision has received through the Purdue Bankruptcy Plan and related Sackler settlement have been used in compliance with the Governing Documents and this Agreement. The report will be in a form reasonably determined by DHCS. Prior to specifying the form of the report DHCS will confer with representatives of the Plaintiff Subdivisions.
- c) The State and all CA Participating Subdivisions receiving CA Abatement Accounts Funds will track all deposits and expenditures. Each such subdivision is responsible solely for the CA Abatement Accounts Funds it receives. A county is not responsible for oversight, reporting, or monitoring of CA Abatement Accounts Funds received by a city within that county that receives direct payment. Unless otherwise exempt, Subdivisions' expenditures and uses of CA Abatement Accounts Funds and other payments will be subject to the normal budgetary and expenditure process of the Subdivision.
- d) Each Plaintiff Subdivision receiving CA Subdivision Funds will track all deposits and expenditures, as required by the Governing Documents and this Agreement. Among other things, Plaintiff Subdivisions using monies from the CA Subdivision Fund for purposes that do not qualify as Opioid Remediation must identify and include in their annual report, the amount and how such funds were used, including if used to pay attorneys' fees, investigation costs, or litigation costs. Pursuant to Section 5.02(b) of the GESA and Section 4.01(f)(ii) of the MSA, such information must also be reported to the Settlement Administrator and Sackler Parties' Representative.
- e) In each year in which DHCS prepares an annual report DHCS will also host a meeting to discuss the annual report and the Opioid Remediation activities being carried out by the State and Participating Subdivisions.

6. Miscellaneous

- a) The State or any CA Participating Subdivision may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of this California Purdue/Sackler State-Subdivision Agreement. Before filing such a motion or action the State will meet and confer with any CA Participating Subdivision that is the subject of the anticipated motion or action, and vice versa.



- b) Except as provided in the Governing Documents, this California Purdue/Sackler State-Subdivision Agreement is not enforceable by any party other than the State and the CA Participating Subdivisions. It does not confer any rights or remedies upon, and shall not be enforceable by, any third party.
- c) Except as provided in this Agreement, if any provision of this Agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.
- d) Except as provided in the Governing Documents, this Agreement shall be governed by and interpreted in accordance with the laws of California.



The undersigned, San Luis Obispo city, CA, ACKNOWLEDGES acceptance of this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds - Purdue/Sackler Settlement is a requirement to be an Initial Participating Subdivision and ACCEPTS this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds - Purdue/Sackler Settlement.

I swear under penalty of perjury that I have all necessary power and authorization to execute this agreement on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

APPENDIX 1

DISCLAIMER: The allocation percentages herein are estimates only and should not be relied on for decisions regarding legal rights, releases, waivers, or other decisions affecting current or potential legal claims. Percentages shown in the Plaintiff Subdivision Percentage column may change pursuant to Section 4.C. of the Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds—Purdue/Sackler Settlement, whereas the percentages shown in the Abatement Percentage column should not change. Participating Subdivisions, underlying calculations, and the calculated allocation percentages are subject to change. Regarding the column herein entitled “Abatement Percentage,” pursuant to Section 4.B.e., the State of California will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision. Regarding the column herein entitled “Plaintiff Subdivision Percentage,” payments allocated to a Plaintiff Subdivision, which is not an Initial Participating Subdivision, will be re-allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. Regarding the column herein entitled “Abatement Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the California Abatement Account Funds received, pursuant to Section 4.B. Regarding the column herein entitled “Plaintiff Subdivision Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the California Subdivision Funds received, pursuant to Section 4.C. Regarding the column herein entitled “Weighted Allocation Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the combined and weighted allocation of the Abatement Percentage and the Plaintiff Subdivision Percentage.



APPENDIX 1

			100.000%	100.000%	100.000%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
County	<i>Alameda County</i>	Alameda	2.332%	2.853%	2.4237952%
City	Alameda	Alameda	0.069%		0.0570162%
City	Albany	Alameda	0.013%		0.0107768%
City	Berkeley	Alameda	0.152%		0.1249656%
City	Dublin	Alameda	0.033%	0.040%	0.0338810%
City	Emeryville	Alameda	0.023%		0.0185765%
City	Fremont	Alameda	0.108%		0.0888576%
City	Hayward	Alameda	0.117%		0.0966218%
City	Livermore	Alameda	0.054%		0.0446740%
City	Newark	Alameda	0.026%		0.0217626%
City	Oakland	Alameda	0.486%	0.595%	0.5055601%
City	Piedmont	Alameda	0.014%		0.0114064%
City	Pleasanton	Alameda	0.067%		0.0554547%
City	San Leandro	Alameda	0.039%		0.0321267%
City	Union City	Alameda	0.043%		0.0352484%
County	<i>Amador County</i>	Amador	0.226%	0.277%	0.2349885%
County	<i>Butte County</i>	Butte	1.615%	1.975%	1.6783178%
City	Chico	Butte	0.216%	0.264%	0.2246499%
City	Oroville	Butte	0.079%		0.0646595%
County	<i>Calaveras County</i>	Calaveras	0.226%	0.277%	0.2351644%
County	<i>Colusa County</i>	Colusa	0.059%		0.0489221 %
County	<i>Contra Costa County</i>	Contra Costa	2.102%	2.571%	2.1844585%
City	Antioch	Contra Costa	0.037%		0.0301879%
City	Brentwood	Contra Costa	0.026%		0.0215339%
City	Clayton	Contra Costa	0.002%		0.0018060%
City	Concord	Contra Costa	0.055%		0.0456676%
City	Danville	Contra Costa	0.010%		0.0082255%
City	El Cerrito	Contra Costa	0.023%		0.0189024%
City	Hercules	Contra Costa	0.010%		0.0078273%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Lafayette	Contra Costa	0.006%		0.0046030%
City	Martinez	Contra Costa	0.012%		0.0098593%
City	Moraga	Contra Costa	0.004%		0.0031007%
City	Oakley	Contra Costa	0.010%		0.0079416%
City	Orinda	Contra Costa	0.005%		0.0038157%
City	Pinole	Contra Costa	0.013%		0.0110909%
City	Pittsburg	Contra Costa	0.053%		0.0436369%
City	Pleasant Hill	Contra Costa	0.013%		0.0106309%
City	Richmond	Contra Costa	0.146%		0.1201444%
City	San Pablo	Contra Costa	0.018%		0.0148843%
City	San Ramon	Contra Costa	0.021%		0.0176459%
City	Walnut Creek	Contra Costa	0.026%		0.0212132%
County	<i>Del Norte County</i>	Del Norte	0.114%	0.140%	0.1189608%
County	<i>El Dorado County</i>	El Dorado	0.768%	0.939%	0.7980034%
City	Placerville	El Dorado	0.015%		0.0127642%
City	South Lake Tahoe	El Dorado	0.081%		0.0665456%
County	<i>Fresno County</i>	Fresno	1.895%	2.318%	1.9693410%
City	Clovis	Fresno	0.065%		0.0536211 %
City	Coalinga	Fresno	0.012%		0.0098554%
City	Fresno	Fresno	0.397%		0.3270605%
City	Kerman	Fresno	0.005%		0.0042534%
City	Kingsburg	Fresno	0.008%		0.0066167%
City	Mendota	Fresno	0.002%		0.0019387%
City	Orange Cove	Fresno	0.004%		0.0035607%
City	Parlier	Fresno	0.008%		0.0069755%
City	Reedley	Fresno	0.012%		0.0098804%
City	Sanger	Fresno	0.018%		0.0146135%
City	Selma	Fresno	0.015%		0.0127537%
County	<i>Glenn County</i>	Glenn	0.107%	0.131%	0.1116978%
County	<i>Humboldt County</i>	Humboldt	1.030%	1.260%	1.0703185%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Arcata	Humboldt	0.054%		0.0447660%
City	Eureka	Humboldt	0.117%	0.143%	0.1216284%
City	Fortuna	Humboldt	0.032%		0.0266837%
County	<i>Imperial County</i>	Imperial	0.258%	0.315%	0.2679006%
City	Brawley	Imperial	0.011%		0.0087986%
City	Calexico	Imperial	0.019%		0.0152799%
City	El Centro	Imperial	0.158%		0.1302522%
City	Imperial	Imperial	0.006%		0.0048791%
County	<i>Inyo County</i>	Inyo	0.073%	0.089%	0.0754413%
County	<i>Kern County</i>	Kern	2.517%	3.079%	2.6159145%
City	Arvin	Kern	0.006%		0.0046425%
City	Bakersfield	Kern	0.212%		0.1747198%
City	California City	Kern	0.009%		0.0070820%
City	Delano	Kern	0.030%		0.0249316%
City	McFarland	Kern	0.003%		0.0025644%
City	Ridgecrest	Kern	0.015%		0.0120938%
City	Shafter	Kern	0.013%		0.0103417%
City	Tehachapi	Kern	0.009%		0.0073580%
City	Wasco	Kern	0.008%		0.0069861%
County	<i>Kings County</i>	Kings	0.293%		0.2413469%
City	Avenal	Kings	0.007%		0.0056335%
City	Corcoran	Kings	0.013%		0.0107032%
City	Hanford	Kings	0.027%		0.0226038%
City	Lemoore	Kings	0.016%		0.0131900%
County	<i>Lake County</i>	Lake	0.795%		0.6545389%
City	Clearlake	Lake	0.041%	0.050%	0.0426253%
City	Lakeport	Lake	0.021%	0.026%	0.0222964%
County	<i>Lassen County</i>	Lassen	0.319%	0.391%	0.3320610%
City	Susanville	Lassen	0.027%		0.0219295%
County	<i>Los Angeles County</i>	Los Angeles	13.896%	16.999%	14.4437559%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Agoura Hills	Los Angeles	0.005%		0.0040024%
City	Alhambra	Los Angeles	0.042%		0.0343309%
City	Arcadia	Los Angeles	0.033%		0.0267718%
City	Artesia	Los Angeles	0.001%		0.0005100%
City	Azusa	Los Angeles	0.026%		0.0210857%
City	Baldwin Park	Los Angeles	0.027%		0.0218520%
City	Bell	Los Angeles	0.008%		0.0068783%
City	Bellflower	Los Angeles	0.002%		0.0014485%
City	Bell Gardens	Los Angeles	0.014%		0.0114301%
City	Beverly Hills	Los Angeles	0.065%		0.0534897%
City	Burbank	Los Angeles	0.100%		0.0823132%
City	Calabasas	Los Angeles	0.006%		0.0048948%
City	Carson	Los Angeles	0.019%		0.0159805%
City	Cerritos	Los Angeles	0.005%		0.0039682%
City	Claremont	Los Angeles	0.010%		0.0082584%
City	Commerce	Los Angeles	0.000%		0.0002971%
City	Compton	Los Angeles	0.044%		0.0361882%
City	Covina	Los Angeles	0.028%		0.0229127%
City	Cudahy	Los Angeles	0.001%		0.0006020%
City	Culver City	Los Angeles	0.055%		0.0449894%
City	Diamond Bar	Los Angeles	0.001%		0.0006993%
City	Downey	Los Angeles	0.052%		0.0429994%
City	Duarte	Los Angeles	0.003%		0.0027261%
City	El Monte	Los Angeles	0.031%	0.038%	0.0318985%
City	El Segundo	Los Angeles	0.033%		0.0268020%
City	Gardena	Los Angeles	0.034%		0.0278088%
City	Glendale	Los Angeles	0.166%		0.1366586%
City	Glendora	Los Angeles	0.016%		0.0134411 %
City	Hawaiian Gardens	Los Angeles	0.005%		0.0040549%
City	Hawthorne	Los Angeles	0.050%		0.0407833%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Hermosa Beach	Los Angeles	0.018%		0.0145307%
City	Huntington Park	Los Angeles	0.023%		0.0190667%
City	Inglewood	Los Angeles	0.059%		0.0489195%
City	La Cafiada Flintridge	Los Angeles	0.003%		0.0025565%
City	Lakewood	Los Angeles	0.005%		0.0039971%
City	La Mirada	Los Angeles	0.010%		0.0081572%
City	Lancaster	Los Angeles	0.045%		0.0369689%
City	La Puente	Los Angeles	0.002%		0.0012999%
City	La Verne	Los Angeles	0.024%		0.0194190%
City	Lawndale	Los Angeles	0.002%		0.0017731%
City	Lomita	Los Angeles	0.004%		0.0031940%
City	Long Beach	Los Angeles	0.439%		0.3614151%
City	Los Angeles	Los Angeles	2.715%	3.321%	2.8218811%
City	Lynwood	Los Angeles	0.016%		0.0134345%
City	Malibu	Los Angeles	0.002%		0.0019269%
City	Manhattan Beach	Los Angeles	0.032%		0.0260686%
City	Maywood	Los Angeles	0.004%		0.0035528%
City	Monrovia	Los Angeles	0.031%		0.0254455%
City	Montebello	Los Angeles	0.030%		0.0250670%
City	Monterey Park	Los Angeles	0.031%		0.0256677%
City	Norwalk	Los Angeles	0.031%		0.0258228%
City	Palmdale	Los Angeles	0.046%		0.0375827%
City	Palos Verdes Estates	Los Angeles	0.006%		0.0053102%
City	Paramount	Los Angeles	0.011%		0.0091483%
City	Pasadena	Los Angeles	0.146%		0.1200524%
City	Pico Rivera	Los Angeles	0.022%		0.0183333%
City	Pomona	Los Angeles	0.111%		0.0911933%
City	Rancho Palos Verdes	Los Angeles	0.002%		0.0012645%
City	Redondo Beach	Los Angeles	0.062%		0.0506992%
City	Rosemead	Los Angeles	0.003%		0.0028260%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	San Dimas	Los Angeles	0.003%		0.0022016%
City	San Fernando	Los Angeles	0.013%		0.0104837%
City	San Gabriel	Los Angeles	0.018%		0.0147726%
City	San Marino	Los Angeles	0.009%		0.0073791%
City	Santa Clarita	Los Angeles	0.022%		0.0178167%
City	Santa Fe Springs	Los Angeles	0.031%		0.0257531%
City	Santa Monica	Los Angeles	0.158%		0.1298513%
City	Sierra Madre	Los Angeles	0.006%		0.0048646%
City	Signal Hill	Los Angeles	0.010%		0.0084884%
City	South El Monte	Los Angeles	0.005%		0.0039603%
City	South Gate	Los Angeles	0.020%		0.0166272%
City	South Pasadena	Los Angeles	0.012%		0.0095334%
City	Temple City	Los Angeles	0.005%		0.0039498%
City	Torrance	Los Angeles	0.112%		0.0919820%
City	Walnut	Los Angeles	0.006%		0.0047305%
City	West Covina	Los Angeles	0.049%		0.0404521%
City	West Hollywood	Los Angeles	0.013%		0.0108517%
City	Whittier	Los Angeles	0.032%		0.0260581%
County	Madera County	Madera	0.349%	0.427%	0.3630669%
City	Chowchilla	Madera	0.012%		0.0097332%
City	Madera	Madera	0.039%		0.0318441%
County	Marin County	Marin	0.564%	0.690%	0.5861325%
City	Larkspur	Marin	0.015%		0.0124697%
City	Mill Valley	Marin	0.020%		0.0168401%
City	Novato	Marin	0.028%		0.0229824%
City	San Anselmo	Marin	0.009%		0.0078062%
City	San Rafael	Marin	0.089%		0.0729823%
County	Mariposa County	Mariposa	0.084%	0.103%	0.0876131%
County	Mendocino County	Mendocino	0.439%	0.536%	0.4558394%
City	Ukiah	Mendocino	0.039%		0.0317153%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
County	<i>Merced County</i>	Merced	0.551%	0.674%	0.5724262%
City	Atwater	Merced	0.024%		0.0195846%
City	Livingston	Merced	0.006%		0.0045873%
City	Los Banos	Merced	0.020%		0.0165142%
City	Merced	Merced	0.061%		0.0500762%
County	<i>Modoc County</i>	Modoc	0.065%	0.080%	0.0678250%
County	<i>Mono County</i>	Mono	0.023%	0.029%	0.0242606%
County	<i>Monterey County</i>	Monterey	0.908%	1.111%	0.9437083%
City	Greenfield	Monterey	0.006%		0.0050552%
City	King City	Monterey	0.005%		0.0037355%
City	Marina	Monterey	0.017%		0.0144098%
City	Monterey	Monterey	0.041%		0.0336540%
City	Pacific Grove	Monterey	0.009%		0.0074842%
City	Salinas	Monterey	0.094%		0.0776576%
City	Seaside	Monterey	0.023%		0.0191772%
City	Soledad	Monterey	0.007%		0.0060870%
County	<i>Napa County</i>	Napa	0.288%	0.352%	0.2994325%
City	American Canyon	Napa	0.017%		0.0136869%
City	Napa	Napa	0.078%		0.0642783%
County	<i>Nevada County</i>	Nevada	0.441%	0.539%	0.4579827%
City	Grass Valley	Nevada	0.024%		0.0197805%
City	Truckee	Nevada	0.003%		0.0023843%
County	<i>Orange County</i>	Orange	4.364%	5.339%	4.5363576%
City	Aliso Viejo	Orange	0.014%		0.0113841%
City	Anaheim	Orange	0.554%	0.678%	0.5759282%
City	Brea	Orange	0.086%		0.0708897%
City	Buena Park	Orange	0.087%		0.0714352%
City	Costa Mesa	Orange	0.124%	0.152%	0.1288366%
City	Cypress	Orange	0.033%		0.0271937%
City	Dana Point	Orange	0.001%		0.0005560%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Fountain Valley	Orange	0.055%		0.0455980%
City	Fullerton	Orange	0.137%	0.168%	0.1425744%
City	Garden Grove	Orange	0.213%		0.1752482%
City	Huntington Beach	Orange	0.247%	0.302%	0.2568420%
City	Irvine	Orange	0.139%	0.170%	0.1442350%
City	Laguna Beach	Orange	0.047%	0.058%	0.0493043%
City	Laguna Hills	Orange	0.014%		0.0115457%
City	Laguna Niguel	Orange	0.001%		0.0007071%
City	Laguna Woods	Orange	0.001%		0.0006546%
City	La Habra	Orange	0.060%	0.073%	0.0621049%
City	Lake Forest	Orange	0.012%		0.0101249%
City	La Palma	Orange	0.012%		0.0095439%
City	Los Alamitos	Orange	0.008%		0.0069190%
City	Mission Viejo	Orange	0.014%		0.0117560%
City	Newport Beach	Orange	0.179%		0.1470134%
City	Orange	Orange	0.150%		0.1231320%
City	Placentia	Orange	0.029%	0.035%	0.0298912%
City	Rancho Santa Margarita	Orange	0.001%		0.0006296%
City	San Clemente	Orange	0.008%	0.010%	0.0086083%
City	San Juan Capistrano	Orange	0.008%		0.0065510%
City	Santa Ana	Orange	0.502%	0.614%	0.5213866%
City	Seal Beach	Orange	0.020%		0.0165891%
City	Stanton	Orange	0.035%		0.0291955%
City	Tustin	Orange	0.073%		0.0600341%
City	Westminster	Orange	0.104%	0.127%	0.1082721%
City	Yorba Linda	Orange	0.044%		0.0362223%
County	Placer County	Placer	1.045%	1.278%	1.0861002%
City	Auburn	Placer	0.017%		0.0141114%
City	Lincoln	Placer	0.031%		0.0255599%
City	Rocklin	Placer	0.076%		0.0625485%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Roseville	Placer	0.196%		0.1616559%
County	Plumas County	Plumas	0.205%	0.251%	0.2128729%
County	Riverside County	Riverside	4.534%	5.547%	4.7128296%
City	Banning	Riverside	0.017%		0.0143848%
City	Beaumont	Riverside	0.021%		0.0171135%
City	Blythe	Riverside	0.012%		0.0096714%
City	Canyon Lake	Riverside	0.000%		0.0001761%
City	Cathedral City	Riverside	0.067%		0.0553614%
City	Coachella	Riverside	0.021%		0.0173054%
City	Corona	Riverside	0.147%		0.1207083%
City	Desert Hot Springs	Riverside	0.024%		0.0200433%
City	Eastvale	Riverside	0.000%		0.0002747%
City	Hemet	Riverside	0.051%		0.0421792%
City	Indio	Riverside	0.056%		0.0457794%
City	Jurupa Valley	Riverside	0.001%		0.0008991 %
City	Lake Elsinore	Riverside	0.021%		0.0172949%
City	La Quinta	Riverside	0.063%		0.0516732%
City	Menifee	Riverside	0.032%		0.0260909%
City	Moreno Valley	Riverside	0.137%		0.1130348%
City	Murrieta	Riverside	0.048%	0.059%	0.0497423%
City	Norco	Riverside	0.016%		0.0134542%
City	Palm Desert	Riverside	0.083%		0.0682465%
City	Palm Springs	Riverside	0.076%		0.0629862%
City	Perris	Riverside	0.009%		0.0076774%
City	Rancho Mirage	Riverside	0.052%		0.0431098%
City	Riverside	Riverside	0.268%		0.2206279%
City	San Jacinto	Riverside	0.010%		0.0085936%
City	Temecula	Riverside	0.022%		0.0180086%
City	Wildomar	Riverside	0.008%		0.0062500%
County	Sacramento County	Sacramento	3.797%	4.645%	3.9465887%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Citrus Heights	Sacramento	0.057%		0.0465312%
City	Elk Grove	Sacramento	0.130%		0.1066994%
City	Folsom	Sacramento	0.108%		0.0890850%
City	Galt	Sacramento	0.017%		0.0143704%
City	Rancho Cordova	Sacramento	0.008%		0.0067679%
City	Sacramento	Sacramento	0.721%	0.882%	0.7496530%
County	<i>San Benito County</i>	San Benito	0.106%	0.130%	0.1101417%
City	Hollister	San Benito	0.027%		0.0225355%
County	<i>San Bernardino County</i>	San Bernardino	3.259%	3.987%	3.3878124%
City	Adelanto	San Bernardino	0.008%		0.0066640%
City	Apple Valley	San Bernardino	0.025%		0.0207360%
City	Barstow	San Bernardino	0.015%		0.0122056%
City	Chino	San Bernardino	0.064%		0.0525893%
City	Chino Hills	San Bernardino	0.001%		0.0006388%
City	Colton	San Bernardino	0.031%		0.0253443%
City	Fontana	San Bernardino	0.112%		0.0920543%
City	Grand Terrace	San Bernardino	0.006%		0.0051051%
City	Hesperia	San Bernardino	0.035%		0.0291522%
City	Highland	San Bernardino	0.004%		0.0029061%
City	Loma Linda	San Bernardino	0.009%		0.0071188%
City	Montclair	San Bernardino	0.039%		0.0322108%
City	Ontario	San Bernardino	0.179%		0.1472934%
City	Rancho Cucamonga	San Bernardino	0.084%		0.0689431 %
City	Redlands	San Bernardino	0.057%		0.0469150%
City	Rialto	San Bernardino	0.073%		0.0603206%
City	San Bernardino	San Bernardino	0.178%		0.1461880%
City	Twentynine Palms	San Bernardino	0.002%		0.0012605%
City	Upland	San Bernardino	0.052%		0.0424460%
City	Victorville	San Bernardino	0.033%		0.0269400%
City	Yucaipa	San Bernardino	0.016%		0.0128772%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Yucca Valley	San Bernardino	0.003%		0.0021228%
County	<i>San Diego County</i>	San Diego	5.706%	6.980%	5.9309748%
City	Carlsbad	San Diego	0.128%		0.1050485%
City	Chula Vista	San Diego	0.189%	0.231%	0.1961456%
City	Coronado	San Diego	0.044%		0.0359095%
City	El Cajon	San Diego	0.113%		0.0933582%
City	Encinitas	San Diego	0.061%	0.074%	0.0630289%
City	Escondido	San Diego	0.145%		0.1192204%
City	Imperial Beach	San Diego	0.014%		0.0118283%
City	La Mesa	San Diego	0.055%	0.068%	0.0575593%
City	Lemon Grove	San Diego	0.022%		0.0183911%
City	National City	San Diego	0.080%		0.0656808%
City	Oceanside	San Diego	0.213%		0.1753428%
City	Poway	San Diego	0.062%		0.0511040%
City	San Diego	San Diego	1.975%	2.416%	2.0531169%
City	San Marcos	San Diego	0.089%		0.0733897%
City	Santee	San Diego	0.033%		0.0268401%
City	Solana Beach	San Diego	0.017%		0.0138564%
City	Vista	San Diego	0.052%		0.0425144%
Consolidated	<i>San Francisco</i>	San Francisco	3.026%	3.702%	3.1457169%
County	<i>San Joaquin County</i>	San Joaquin	1.680%	2.055%	1.7460399%
City	Lathrop	San Joaquin	0.009%		0.0075394%
City	Lodi	San Joaquin	0.053%		0.0439484%
City	Manteca	San Joaquin	0.054%		0.0443454%
City	Ripon	San Joaquin	0.013%		0.0104219%
City	Stockton	San Joaquin	0.313%	0.383%	0.3256176%
City	Tracy	San Joaquin	0.084%		0.0692047%
County	<i>San Luis Obispo County</i>	San Luis Obispo	0.816%	0.999%	0.8484126%
City	Arroyo Grande	San Luis Obispo	0.024%		0.0199053%
City	Atascadero	San Luis Obispo	0.029%		0.0240680%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	El Paso de Robles (Paso Robles)	San Luis Obispo	0.043%		0.0353456%
City	Grover Beach	San Luis Obispo	0.017%		0.0137881%
City	Morro Bay	San Luis Obispo	0.020%		0.0160922%
City	San Luis Obispo	San Luis Obispo	0.077%		0.0637841 %
County	<i>San Mateo County</i>	San Mateo	1.074%	1.313%	1.1159599%
City	Belmont	San Mateo	0.021%		0.0169860%
City	Burlingame	San Mateo	0.019%		0.0152537%
City	Daly City	San Mateo	0.044%		0.0363880%
City	East Palo Alto	San Mateo	0.013%		0.0103982%
City	Foster City	San Mateo	0.020%		0.0166101%
City	Half Moon Bay	San Mateo	0.004%		0.0031638%
City	Hillsborough	San Mateo	0.013%		0.0110029%
City	Menlo Park	San Mateo	0.015%		0.0126209%
City	Millbrae	San Mateo	0.013%		0.0105836%
City	Pacifica	San Mateo	0.016%		0.0130625%
City	Redwood City	San Mateo	0.056%		0.0463511%
City	San Bruno	San Mateo	0.021%		0.0172161%
City	San Carlos	San Mateo	0.013%		0.0108885%
City	San Mateo	San Mateo	0.052%		0.0425841%
City	South San Francisco	San Mateo	0.043%		0.0353943%
County	<i>Santa Barbara County</i>	Santa Barbara	1.132%	1.385%	1.1768968%
City	Carpinteria	Santa Barbara	0.001%		0.0008938%
City	Goleta	Santa Barbara	0.004%		0.0028969%
City	Lompoc	Santa Barbara	0.047%		0.0389379%
City	Santa Barbara	Santa Barbara	0.122%		0.1004559%
City	Santa Maria	Santa Barbara	0.058%		0.0479179%
County	<i>Santa Clara County</i>	Santa Clara	2.404%	2.941%	2.4987553%
City	Campbell	Santa Clara	0.014%		0.0112566%
City	Cupertino	Santa Clara	0.008%		0.0066824%
City	Gilroy	Santa Clara	0.025%		0.0202891%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Los Altos	Santa Clara	0.013%		0.0103338%
City	Los Gatos	Santa Clara	0.013%		0.0103220%
City	Milpitas	Santa Clara	0.036%		0.0298120%
City	Morgan Hill	Santa Clara	0.015%		0.0124619%
City	Mountain View	Santa Clara	0.041%		0.0334608%
City	Palo Alto	Santa Clara	0.039%		0.0323080%
City	San Jose	Santa Clara	0.294%	0.360%	0.3054960%
City	Santa Clara	Santa Clara	0.067%		0.0549723%
City	Saratoga	Santa Clara	0.004%		0.0034161%
City	Sunnyvale	Santa Clara	0.053%		0.0434069%
County	<i>Santa Cruz County</i>	Santa Cruz	0.783%	0.957%	0.8135396%
City	Capitola	Santa Cruz	0.020%		0.0168191%
City	Santa Cruz	Santa Cruz	0.143%		0.1180348%
City	Scotts Valley	Santa Cruz	0.015%		0.0126525%
City	Watsonville	Santa Cruz	0.063%		0.0520136%
County	<i>Shasta County</i>	Shasta	1.095%	1.339%	1.1380191%
City	Anderson	Shasta	0.024%		0.0198896%
City	Redding	Shasta	0.284%		0.2334841 %
City	Shasta Lake	Shasta	0.004%		0.0031993%
County	<i>Siskiyou County</i>	Siskiyou	0.228%	0.279%	0.2373393%
County	<i>Solano County</i>	Solano	0.760%		0.6260795%
City	Benicia	Solano	0.031%		0.0253903%
City	Dixon	Solano	0.016%		0.0130849%
City	Fairfield	Solano	0.109%		0.0897317%
City	Suisun City	Solano	0.021%		0.0176183%
City	Vacaville	Solano	0.119%		0.0976497%
City	Vallejo	Solano	0.167%		0.1373644%
County	<i>Sonoma County</i>	Sonoma	1.218%	1.490%	1.2661290%
City	Healdsburg	Sonoma	0.032%		0.0266929%
City	Petaluma	Sonoma	0.081%		0.0667507%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Rohnert Park	Sonoma	0.041%		0.0340759%
City	Santa Rosa	Sonoma	0.184%		0.1519070%
City	Sonoma	Sonoma	0.022%		0.0183438%
City	Windsor	Sonoma	0.016%		0.0129298%
County	Stanislaus County	Stanislaus	1.722%		1.4182273%
City	Ceres	Stanislaus	0.041%		0.0340260%
City	Modesto	Stanislaus	0.217%		0.1788759%
City	Newman	Stanislaus	0.006%		0.0046964%
City	Oakdale	Stanislaus	0.018%		0.0145531%
City	Patterson	Stanislaus	0.015%		0.0126590%
City	Riverbank	Stanislaus	0.010%		0.0085699%
City	Turlock	Stanislaus	0.065%		0.0531966%
County	Sutter County	Sutter	0.306%	0.374%	0.3179548%
City	Yuba City	Sutter	0.074%		0.0606242%
County	Tehama County	Tehama	0.213%	0.261%	0.2216654%
City	Red Bluff	Tehama	0.014%		0.0117771%
County	Trinity County	Trinity	0.082%	0.101%	0.0855476%
County	Tulare County	Tulare	0.809%	0.990%	0.8410949%
City	Dinuba	Tulare	0.014%		0.0116929%
City	Exeter	Tulare	0.004%		0.0032479%
City	Farmersville	Tulare	0.003%		0.0027879%
City	Lindsay	Tulare	0.007%		0.0057111%
City	Porterville	Tulare	0.021%		0.0171845%
City	Tulare	Tulare	0.037%		0.0302273%
City	Visalia	Tulare	0.066%		0.0545872%
County	Tuolumne County	Tuolumne	0.486%	0.594%	0.5047621%
County	Ventura County	Ventura	2.192%	2.681%	2.2781201%
City	Camarillo	Ventura	0.002%		0.0012815%
City	Fillmore	Ventura	0.002%		0.0020294%
City	Moorpark	Ventura	0.008%		0.0067337%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Oxnard	Ventura	0.156%	0.190%	0.1617338%
City	Port Hueneme	Ventura	0.021%		0.0174145%
City	San Buenaventura (Ventura)	Ventura	0.085%		0.0702181%
City	Santa Paula	Ventura	0.014%		0.0119072%
City	Simi Valley	Ventura	0.065%		0.0533043%
City	Thousand Oaks	Ventura	0.022%		0.0179902%
County	<i>Yolo County</i>	Yolo	0.357%	0.437%	0.3713319%
City	Davis	Yolo	0.055%		0.0451747%
City	West Sacramento	Yolo	0.066%		0.0544321%
City	Woodland	Yolo	0.058%		0.0477904%
County	<i>Yuba County</i>	Yuba	0.214%	0.262%	0.2225679%
City	Marysville	Yuba	0.014%		0.0112079%



APPENDIX 2

CALIFORNIA-SUBDIVISION BACKSTOP AGREEMENT

On August 6, 2021, Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Purdue/Sackler settlement and their counsel.

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the California Attorney General, on behalf of the State of California, are entering into this California-Subdivision Backstop Agreement (Backstop Agreement).

[SUBDIVISION] and [COUNSEL] intend this Backstop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibit R (Agreement on Attorneys' Fees, Expenses and Costs) of the Governmental Entity & Shareholder Settlement Agreement (GESA).

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Governing Documents and California Purdue/Sackler State-Subdivision Agreement, as well as any other limitations imposed by law, use funds that it receives from the CA Subdivision Fund of the Purdue/Sackler settlement to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL] from [SUBDIVISION'S] CA Subdivision Fund allocation will not exceed [PERCENTAGE NOT TO EXCEED ONE-THIRD OR 5% OUT OF THE 15%] out of the [SUBDIVISION'S] 15% CA Subdivision Fund allocation; provided further that such payments, together with any contingency-fees that [COUNSEL] may receive from the Local Government Costs and Expenses Fund, will not exceed a total contingency fee of [PERCENTAGE NOT TO EXCEED 15%] of the [SUBDIVISION'S] total gross recovery from the Purdue/Sackler settlement. [SUBDIVISION] further certifies that any payments made under this Backstop Agreement will be made in accordance with the 95% Opioid Abatement use requirements under Section 5.02 A of the GESA and Section 4.01(f)(i) of the Master Settlement Agreement.

[COUNSEL] certify that they first sought fees and costs from the Local Government Costs and Expenses Fund created under the Governing Documents before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this backstop agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

The Attorney General is executing this agreement solely because the definition of "State Back-Stop Agreement" in Exhibit R of the Governmental Entity & Shareholder Settlement Agreement requires such agreements to be between "a Settling State" and private counsel for a participating subdivision. Neither the California Attorney General nor the State of California have any obligations under this Backstop Agreement, and this Backstop Agreement does not require the payment of any state funds to [SUBDIVISION], [COUNSEL], or any other party.

[DATE]

[SUBDIVISION SIGNATURE BLOCK]

[DATE]

[COUNSEL SIGNATURE BLOCK]

[DATE]

[ATTORNEY GENERAL SIGNATURE BLOCK]





Department: Parks and Recreation
Cost Center: 5000510
For Agenda of: 9/2/2025
Placement: Consent
Estimated Time: N/A

FROM: Greg Avakian, Parks & Recreation Director
Prepared By: Meghan Tolley, Recreation Manager

SUBJECT: ACCEPTANCE OF A MONETARY GIFT TO THE PUBLIC ART FUND

RECOMMENDATION

Authorize the Mayor to execute a donation agreement with the Donna P. Duerk Family Trust, in substantially the same form as that in Attachment A, accepting a donation valued at \$21,730.07 to be used to support the installation of an art piece within the City.

POLICY CONTEXT

The City adopted a Donation Acceptance Policy on September 7, 1999, as Resolution No. 8965 (1999) Series. Per the City's Donation Policy, all donations exceeding \$5,000 in value must be accepted through a written agreement and approved by City Council.

DISCUSSION

In the winter of 2025, Parks and Recreation staff were contacted by Stephanie Mamis, daughter and estate Trustee of former local architecture professor Donna P. Duerk. Sadly, Ms. Duerk passed away in January of this year and generously identified part of her estate to benefit "the fund or entity that the Trustee deems most likely to lead to the installation of Public Art in the City of San Luis Obispo, California." The City of San Luis Obispo's Public Art program was identified by Ms. Mamis as the organization to best fulfill her mother's wishes with the stipulation that the funds should be earmarked towards the cost of an actual installation rather than to be used towards administrative fees in the public art program, and requested that the installation be permanent in a place the family can visit and remember Ms. Duerk.

City staff have identified the soon to be built Righetti Community Park as the location for the next permanent public art installation. The family is supportive of the funds being used towards this identified project. While funds for this project have already been identified, by accepting the donation, reserve funds will be able to be applied to another public art installation, expanding the offerings of art within the City. Upon completion, City staff will honor Ms. Duerk with a permanent plaque that will also identify the piece of art and the artist.

Previous Council or Advisory Body Action

In 1999, the City Council adopted Resolution 8965 adopting a City Donation Acceptance Policy (Attachment C) for donations more than \$5,000. This policy stipulates requirements of the donations to ensure they are in the best interest of the City. The current donation proposal meets the requirements and intent of this policy, as reflected and memorialized in the draft Donation Acceptance Agreement (Attachment A.)

Public Engagement

Public comment can be provided to the City Council through written correspondence submitted prior to the meeting and through public testimony during the meeting.

CONCURRENCE

Parks and Recreation staff conferred with the City's Finance Department and City Attorney's Office, who concur with the recommendation.

ENVIRONMENTAL REVIEW

The recommended action is not considered a "Project" under the California Environmental Quality Act (CEQA) Guidelines Section 15378.

FISCAL IMPACT

Budgeted: No

Budget Year: 2025-2026

Funding Identified: No

Fiscal Analysis:

The Public Art Installation Project (Project No. 2000510), which funds all public art installations citywide, is supported by the Private Sector Fund and Local Revenue Measure funds. As of the date of this report, the project has an available balance of \$368,160.

Acceptance of this one-time donation from the Donna P. Duerk Trust, valued at \$21,730.07, would increase the available balance of Project No. 200510 from \$368,160 to \$389,890.07 to support the Righetti Community Park art installation. Although funds have already been allocated for this installation, the donation will allow funds previously earmarked for this project to be redirected to future public art projects, expanding the City's overall public art program.

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

Fees				
Other:				
Total	\$0	\$0	\$0	\$0

ALTERNATIVES

Council could decide not to accept the donation. In accordance with the Donation Acceptance Policy, the Council may decline the donation without comment or cause. However, the recommended donation meets all objectives in the City's donation policy and the funds would be welcome in expanding the City's public art collection.

ATTACHMENTS

- A - Draft Donation Acceptance Agreement with Donna P. Duerk estate
- B - Donation Letter from Donna P. Duerk estate
- C - Donation Policy, Resolution No. 8965 (1999) Series

DONATION ACCEPTANCE AGREEMENT

THIS AGREEMENT, made on this _____ day of _____, 2025, by and between the City of San Luis Obispo, a municipal corporation (hereinafter called the Owner) and the Donna P. Duerk Estate (hereinafter called the Donor).

This written Agreement, including all writings specifically incorporated herein by reference shall constitute the complete

WITNESSETH:

WHEREAS, the City Council established and funded a public art program in 1990 (Resolution No. 6811 (1990 Series)); and

WHEREAS, Donor desires to provide a community wide improvement to benefit the public art program; and

WHEREAS, Donor will donate \$21,730.07 for the City to use towards a permanent public art installation; and

WHEREAS, the City has already identified the next permanent piece of public art to be installed at the Righetti Ranch Park; and

WHEREAS, acceptance of this donation is consistent with the City policy regarding donation as set forth in Resolution No. 8965 (1999 Series).

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants herein, the parties hereby agree as follows:

1. CITY'S OBLIGATIONS. The City shall perform as follows:

- a. Manage the installation of the public art piece at the Righetti Ranch Park in accordance with City policy and procedure.
- b. Install a plaque in honor of Donor in accordance with applicable City policies.

2. DONOR'S OBLIGATIONS. The Donor shall perform as follows:

- a. Donate \$21,730.07 to the City for the City to use towards installation of public art. Donor agrees that no other restrictions will be placed on the donation.
- b. Donor acknowledges and agrees that selection, installation, maintenance, and removal of the public art piece will be done in accordance with City policy generally applicable to permanent public art pieces and at the sole discretion of the City.
- c. Donor acknowledges and agrees that the piece of public art is and will at all times remain property of the City unless and until disposed of by the City.
- d. Donor acknowledges and agrees that, other than the plaque in honor of Donor, Donor will not receive any concessions, entitlements, benefits, or other consideration from the City in exchange for the donation.

3. ADMENDMENTS. 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.

4. AUTHORITY TO EXECUTE. Both City and Donor 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 to these presents have hereunto set their hands this year and date first above written.

CITY OF SAN LUIS OBISPO,
A Municipal Corporation

Erica A. Stewart, Mayor

DRAFT

APPROVED AS TO FORM:

Christine Dietrick,
City Attorney

DONOR:

Stephanie Mamis, Trustee for the
Donna P. Duerk estate

DRAFT

July 23, 2025

Mayor and City Council
City of San Luis Obispo
990 Palm Street
San Luis Obispo, CA 93401

RE: Bequest to Public Art Fund for San Luis Obispo

Honorable City Council Members,

I am writing to you in honor of my mother, Donna P. Duerk, a long-time resident of San Luis Obispo who passed away peacefully in January 2025. Through her trust, she directed a specific gift of \$21,730.07 to support public art in the City of San Luis Obispo, with the specific instruction that it go “to the fund or entity that the Trustee deems most likely to lead to the installation of Public Art in the City of San Luis Obispo, California.”

While the trust does not specify that the installation must be permanent, I personally interpret “installation” to suggest a lasting work, something that will remain in the public sphere for years to come. On a personal note, I would love to be able to visit a piece that reflects my mother’s legacy — something rooted in this community she loved so deeply and contributed to so fully.

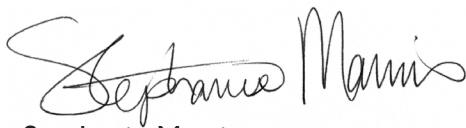
My mother was truly a force of nature. She carved her own path in architecture and education, choosing a career in a male-dominated field and overcoming considerable cultural resistance along the way.

Donna was passionate about education, the environment, art in public places, and sustainable living. Her downtown home is a lush jungle of fruit trees and succulents. She was an architecture professor, a Master Gardener, a scuba diver, a costume creator, a devoted cat lover, and a proud grandmother.

She left behind a legacy of fierce independence, brilliant intellect, and a sense of fun and discovery that never faded. She believed in public spaces that invite inspiration and in art that lives where people can encounter it in their everyday lives. For that reason, I can think of no more fitting tribute than for her donation to contribute to a permanent piece of public art in San Luis Obispo.

Thank you for considering this gift and helping to ensure that Donna’s deep love for this city and for public art lives on in a meaningful and visible way.

Warm regards,

A handwritten signature in black ink that reads "Stephanie Mami". The signature is fluid and cursive, with the first name and last name clearly distinguishable.

Stephanie Mami
Trustee for the Estate of Donna P. Duerk

15 Orris Street
Auburndale, MA 02466
617-429-6543

543 Dana Street
San Luis Obispo, CA 93401

Section 760

DONATION POLICY

RESOLUTION NO. 8965 (1999 Series)

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN LUIS OBISPO ADOPTING A CITY DONATION ACCEPTANCE POLICY

WHEREAS, individuals, community groups, and businesses may wish to make donations to the City in either cash or in-kind contributions that enhance projects, facilities, and programs; and

WHEREAS, the need for projects, facilities, and programs exceeds the City's ability to fund all such needed projects; and

WHEREAS, it is an acceptable and appropriate practice to accept donations, in order to enhance City programs and/or facilities to provide a higher level of service to the public.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Luis Obispo hereby adopts the following policy concerning the acceptance of donations:

1. The donation must have a purpose consistent with City goals and objectives
2. The City may decline any donation without comment or cause.
3. The donation will not be in conflict with any provision of the law.
4. The donation will be aesthetically acceptable to the City.
5. The donation will not add to the City's workload unless it provides a net benefit to the City.
6. The donation will not bring hidden costs such as starting a program the City would be unwilling to fund when the donation was exhausted.
7. The donation places no restriction on the City, unless agreed to by the City Council.
8. The donation shall become property of the City.
9. All donations will receive recognition appropriate to the level and nature of the donation as determined by the City. For those of a capital nature, that may be in the form of signage, marking, or naming. Any naming of Parks and Recreation facilities shall be consistent with City policy on the naming of such facilities as set forth in Resolution 8621 (1997 Series). Regardless of the recognition strategy selected, the intent shall be to appropriately honor the donor for their contribution to the community. The appearance of traditional commercial advertising shall be avoided.
10. Donations exceeding \$5,000 shall be accepted through a written agreement consistent with these guidelines and approved by the City Council. In-kind capital donations will be subject to normal City review, permitting, inspection, and insurance requirements.

Upon motion of Council Member Marx seconded by Council Member Ewan, and on the

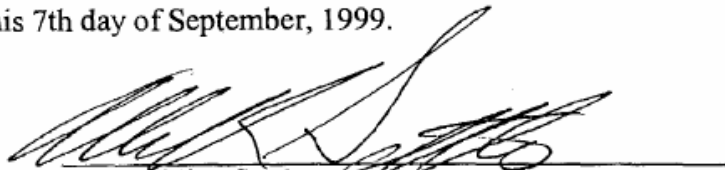
Donation Policy

Resolution No. 8965 (1999 Series)
Page 2

following roll call vote:

AYES: Council Members Ewan, Marx, Schwartz, Vice Mayor Romero and Mayor Settle
NOES: None
ABSENT: None

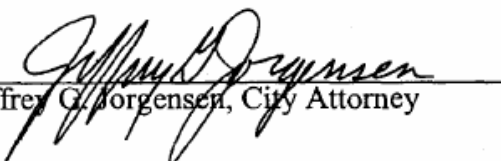
The foregoing resolution was adopted this 7th day of September, 1999.


Mayor Allen Settle

ATTEST:


Lee Price, City Clerk

APPROVED AS TO FORM:


Jeffrey G. Jorgensen, City Attorney



Department: Utilities
Cost Center: 6002
For Agenda of: 9/2/2025
Placement: Consent
Estimated Time: NA

FROM: Aaron Floyd, Utilities Director
Prepared By: Chris Lehman, Deputy Director - Wastewater

SUBJECT: AUTHORIZE SEWER FUND BUDGET ADJUSTMENT FOR UTILITIES
CLOSED CIRCUIT TELEVISION (CCTV) VAN RETROFIT

RECOMMENDATION

1. Adopt a Resolution entitled “A Resolution of the City Council of the City of San Luis Obispo Approving a Budget Adjustment to Allocate \$25,675 From the Sewer Fund Undesignated Balance”. (Attachment A)
2. Find the project categorically exempt from the California Environmental Quality Act.

POLICY CONTEXT

Infrastructure and Sustainable Transportation and Open Space, Climate Action, and Resilience were adopted by the City Council as a [Major City Goals](#) within the 2025-27 Financial Plan. Replacing the Closed-Circuit Television (CCTV) van camera system will help ensure staff have the tools required to maintain sewer infrastructure and prevent sewer spills, helping to ensure that utilities support future growth and development pursuant to the City’s General Plan. The project would also facilitate the strengthening of community resilience and the protection of natural resources.

Sewer spill investigations and pipe assessment, which are outlined in the city’s [2025 Sanitary Sewer Management Plan](#), are also required by the State Water Resources Control Board [General Order \(2022-0103-DWQ\)](#).

On September 20, 2022, through [Resolution 11360](#), Council delegated fleet purchasing authority for Tier 4 Fleet and Transit purchases made through cooperative purchasing agreements and within the council-approved budget to staff (Public Works Director and Finance Purchasing Division). In alignment with Municipal Code [3.24.060\(E\)](#), the City participates in the [Sourcewell Cooperative Purchasing Agreement Program](#), which staff will utilize to upgrade the CCTV van asset.

DISCUSSION

Background

The City's current Ford Transit CCTV inspection van, acquired in 2016, is equipped with an Envirosight standard-definition camera system. This vehicle plays a critical role in the Wastewater Collection (WWC) program's daily operations, primarily supporting:

- Sewer mainline condition assessments and
- Acceptance inspections as part of the Capital Improvement Program (CIP) to verify the condition and compliance of newly installed or rehabilitated sewer mains.

Current CCTV Equipment

The existing CCTV system and van (Figure 1), acquired in 2016, includes a standard-definition camera, 1,000 feet of camera cable, and a six-wheel-drive pan/tilt/zoom (PTZ) crawler. A PTZ crawler is a remote-controlled, motorized vehicle designed for inspecting and navigating various environments, particularly within pipelines and other confined spaces.

While this equipment has served the city well, it is now over nine years old, and the system has deteriorated. This has led to extended equipment downtime due to needed repairs, as well as increased maintenance costs.

Proposed CCTV Equipment Replacement

As presented in the adopted 2025-27 Financial Plan, staff are proposing to defer replacement of the 2016 Transit van to 2030, and in the meantime, upgrade the existing standard-definition inspection equipment with a modern high-definition (HD) camera system that includes a 1,000-foot cable and a six-wheel-drive pan/tilt/zoom crawler. In addition, as part of the strategy to defer replacement of the vehicle itself, minor vehicle repairs will be completed, such as replacement of the van's alternator and emergency strobe and beacon systems, to ensure reliability and safety of City staff during operations on public roadways.

One advantage of this approach is that the new inspection equipment will be transferable to a future replacement van or vehicle, which will reduce overall costs. This phased replacement strategy has been successfully adopted by other municipalities, such as the



Figure 1: Existing CCTV Van With Camera Equipment

City of Carpinteria, which recently upgraded its CCTV system while retaining its existing vehicle. This proposal represents a cost-effective solution that extends the service life of existing City assets while improving the reliability of City infrastructure and the effectiveness of sewer inspection operations.

Over the past three years, accumulated maintenance costs associated with the CCTV system have exceeded \$40,000 and resulted in ten months of out-of-service time, which has prevented staff from utilizing this critical risk-mitigating tool that helps direct capital improvement projects, evaluate sewer infrastructure, and prevent sewer spills.

While \$200,000 has been appropriated for this project, which covers the replacement of the CCTV van camera system, additional funding of \$25,675 is required for vehicle repairs that will help extend the vehicle lifecycle to 2030 and ensure safe operations for staff.

Previous Council or Advisory Body Action

This project is included in the City Council-adopted [25-27 Financial Plan](#).

Public Engagement

Public comment on the item can be provided to the City Council through written correspondence before the meeting and through public testimony at the meeting.

CONCURRENCE

The Public Works (Fleet) and Finance Departments concur with the approach presented in this report.

ENVIRONMENTAL REVIEW

The proposed project is categorically exempt from environmental review, pursuant the State CEQA Guidelines Section 15301 (Existing Facilities), because the project would result in the upgrading and replacement of existing equipment within an existing City vehicle, which would serve the same function and purpose, and would not result in an expansion of the existing use.

FISCAL IMPACT

Budgeted: Yes

Budget Year: 2025-26

Funding Identified: Yes

Fiscal Analysis:

Funding Sources	Total Budget Available		Current Funding Request	Remaining Balance	Annual Ongoing Cost
Fleet	\$200,000		\$200,000	\$0	\$0

Replacement: Utilities (2000521-2.1)					
Sewer Fund – Unreserved Working Capital	\$10,559,771		\$25,675	\$10,534,096	\$0
Total	\$10,759,771		\$225,675	\$10,534,096	\$0

This project is included in the adopted [25-27 Financial Plan](#) (2000521, Fleet Replacement: Utilities, Camera Replacement in Wastewater Collection Van). The Financial Plan identifies \$200,000 for this project in fiscal year 2025-26. The cost of the project is \$225,675, which includes the proposed cost, \$220,675 (Attachment A), and a \$5,000 contingency.

Staff requests Council authorization to allocate an additional \$25,675 from the Sewer Fund's undesignated capital, for a total of \$225,675 to fund the CCTV Van Retrofit Project (Attachment B, Draft Resolution). This ensures that the retrofit is fully funded without negatively impacting operating budgets or deferring other planned capital expenditures.

Procurement through Sourcewell's cooperative purchasing agreement allows the City to meet competitive purchasing requirements while maintaining equipment compatibility. Investing in this equipment now also supports long-term asset management goals and reduces the likelihood of emergency repairs.

ALTERNATIVES

Council may direct staff to defer the additional repairs to the CCTV Van. If staff were directed to proceed with this alternative, the camera system upgrade would proceed, but vehicle repairs would be deferred. Impacts of this alternative include increased maintenance costs and system downtime, as well as potential impacts to staff safety. Overall impacts would consist of increased lifecycle costs associated with this asset, potential rescheduling of overall asset replacement (which has been deferred with the approach recommended by staff), and a significant reduction in asset availability moving forward.

ATTACHMENTS

A – Draft Resolution entitled “A Resolution of the City Council of the City of San Luis Obispo Approving a Budget Adjustment to Allocate \$25,675 From the Sewer Fund Undesignated Balance.”

B - Sourcewell Proposal (Haaker Municipal)

RESOLUTION NO. _____ (2025 SERIES)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN LUIS
OBISPO, CALIFORNIA, APPROVING A BUDGET ADJUSTMENT TO
ALLOCATE \$25,675 FROM THE SEWER FUND UNDESIGNATED
BALANCE FOR CCTV VAN RETROFIT UPGRADES**

WHEREAS, the Utilities Department Wastewater Collections Division operates a critical Closed-Circuit Television (CCTV) inspection van used to assess the condition of sewer infrastructure and support capital project acceptance inspections; and

WHEREAS, the existing camera equipment, installed in 2016, is outdated and experiencing extended downtime and increased maintenance costs; and

WHEREAS, staff recommend replacing the camera system with a new high-definition unit and completing minor repairs to the existing vehicle in order to extend its service life to 2030, at which time staff will recommend replacement of the vehicle; and

WHEREAS, \$200,000 is identified in the adopted 2025–27 Financial Plan (2000521 – Fleet Replacement: Utilities, Camera Replacement in Wastewater Collection Van); and

WHEREAS, an additional \$25,675 is needed to complete all necessary vehicle repairs and ensure safe and reliable operation; and

WHEREAS, the Sewer Fund Undesignated Balance currently includes sufficient unallocated capital to support this expenditure without negatively affecting operating budgets or other capital projects;

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

1. The proposed project is categorically exempt from environmental review, pursuant the State CEQA Guidelines Section 15301 (Existing Facilities), because the project would result in the upgrading and replacement of existing equipment within an existing City vehicle, which would serve the same function and purpose, and would not result in an expansion of the existing use.
2. The City Council hereby authorizes a budget adjustment in the amount of \$25,675 from the Sewer Fund Undesignated Balance to supplement the CCTV Van Retrofit Project (CIP 20000521-2.1).
3. The City Manager or their designee is authorized to take any necessary actions to implement this resolution.

R _____

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 _____



SINCE 1972

July 21, 2025

City of San Luis Obispo
25 Prado Rd.
San Luis Obispo, CA 93401

PROPOSAL



Sourcewell Contract Number: 022014-EVS

RE: Proposal for One (1) Envirosight Rovver X System and Chassis Retrofit

<u>Description</u>	<u>Price:</u>
<u>CCTV Van Retrofit</u>	\$13,765.00
Equipment will be installed in San Luis Obispo's existing CCTV Van. All components will remain and be reused with new equipment.	
New flooring in rear Equipment Area of the van. All existing components removed, new marine grade plywood and new flooring installed, existing components reinstalled.	
New 21.5" HD monitors installed, one rear facing in the Equipment Area, and one mounted in the Office Area.	
New Light Package: (2) Traffic Advisors one front facing one rear facing, Corner Strobes (4), and Roof Mounted Beacons front and rear.	
New Tow Hitch Assembly	
<u>MEPS Alternator with Pulley</u>	\$3,839.67
<u>Rovver X Pro Package:</u>	\$110,292.80
<u>RCX90 HD Zoom Camera</u> ; high-resolution CCD color zoom camera with 10x optical and 12x digital zoom, auto shutter, auto/manual focus, built-in LED lighting, +/-135-degree tilt, endless 360-degree rotation, pressure sensor, and twin laser diodes for measuring feature.	
<u>RVX 130 Crawler</u> ; Steerable crawler with two-high performance motors and 6-wheel drive. Includes pressure indicator, inclination and tilt sensors, location transmitter, integral Back-eye camera, and clutch.	
<u>VC500 Control Panel</u> ; 10" Touch screen, joystick crawler/camera control, digital recording/jpeg, built in inspection software PACP based.	
<u>RAX300 Automatic Motorized Cable Reel</u> ; with meter/footage counter, splash-proof rating, 1000' orange transmission cable; power supply for 115/230V; remote control (for equipment set up); patch cable with e-stop (connecting DCX5000 to RAX300).	
<u>Pressurization Kit</u> ; Regulator, air valve, and two (2) CO2 Canisters, for replacing air	



SINCE 1972

into camera, crawler, and accessories.	
Crawler lowering tool and tool kit.	
Accessories and Extra Wheel Sets:	
RX95 Crawler; Steerable crawler with two-high performance motors and 6-wheel drive. Includes pressure indicator, inclination and tilt sensors, location transmitter.	\$22,205.21
PTP-50 Camera; high-resolution color camera with manual focus, built-in LED lighting, +/-135-degree tilt, endless 360-degree rotation, pressure sensor, and twin laser diodes for measuring feature.	\$22,205.21
95 Crawler Grease Wheel for 4" line. Set of 6	\$2,600.74
95 Crawler Grease Wheel for 6" line. Set of 4	\$1,589.34
Super-Aggressive Medium Grease/PVC Wheel for 6" line Quick-Change. Set of 4	\$2,369.00
Super-Aggressive Medium Grease/PVC Wheel for 8" line Quick-Change. Set of 4	\$3,079.70
<u>RX130 Crawler and RCX90 Camera SD to HD Conversion/Upgrade:</u>	\$20,972.88
Total:	\$202,919.55
Sales Tax 8.75%:	\$17,755.46
Freight:	\$1,000.00
Total Price:	\$220,675.01



Department: Administration
Cost Center: 1004
For Agenda of: 9/2/2025
Placement: Consent
Estimated Time: N/A

FROM: Greg Hermann, Deputy City Manager
Prepared By: Laura Fiedler, Economic Development and Tourism Manager

SUBJECT: GRANT AGREEMENT FOR THE RENOVATION OF THE CAL POLY CIE

RECOMMENDATION

Authorize the City Manager to execute a one-time Grant agreement with the Cal Poly Corporation for the renovation of the Center for Innovation and Entrepreneurship in a final form satisfactory to the City Attorney and authorize the disbursement of funds in the amount of up to \$116,000.

POLICY CONTEXT

The City's Economic Development Strategic Plan ("EDSP"), adopted by City Council in July 2023, notes that Cal Poly State University "serves a vital role in the regional entrepreneurial and business support ecosystem. The Cal Poly Center for Innovation and Entrepreneurship ("CIE") and the Cal Poly CIE Small Business Development Center ("SBDC") have not only fostered a culture of innovation and championed cleantech advancements, but both have also supported local and regional business creation."

Cal Poly and the CIE are listed as supporting partners in many strategies of the EDSP, including:

- 1.1. *Business Retention and Expansion ("BRE").* Develop a proactive and targeted approach to identify and address the needs of existing businesses, while creating an environment that fosters growth and innovation.
- 1.2. *Entrepreneurial Support.* Continue to bolster the entrepreneurial ecosystem by improving access to resources, education, and networks for entrepreneurs.
- 1.3. *Business Preparedness, Sustainability, and Resiliency.* Implement disaster preparedness measures that enhance the city's ability to respond to economic disruptions and effectively support business recovery.
- 1.4. *Small Business Development.* Continue to support the small business community to sustain growth.
- 1.5. *Business Support Infrastructure.* Maintain efforts to develop and grow business support infrastructure and tools.
- 3.1. *System Development.* Encourage the continued strengthening of the system to create Moderate Income+ jobs.

3.2. *Employer and Employee Integration.* Develop methodologies, tools, and programs to welcome and acclimate new employers and employees to the community.

3.3. *Talent Attraction and Retention.* Position the City as not just a place to visit but also a desirable location to live and work.

For strategy 1.2 *Entrepreneurial Support* listed above, the EDSP contains several action items that specifically call for the City to continue to support infrastructure for coworking and entrepreneurship, including the CIE and SBDC:

1.2.1. Support the creation of coworking, shared resource facilities, maker spaces, and other innovative ways to lower the barriers to entry and provide additional resources.

1.2.2. Maintain and build on the efforts with the Cal Poly CIE, which includes the HotHouse and other activities, to help ensure its continued success and the success of the local entrepreneurs it supports. Where possible, increase the promotion of the outcomes from the contributions of the City.

1.2.4. Maintain support of organizations like the SBDC, the Service Corps of Retired Executives (SCORE), and Softec to address the needs of both startup and existing businesses.

1.2.6. Work with REACH and other partners to promote the region in general and the City specifically as an entrepreneur destination in select markets, such as the Silicon Valley area. Target high-growth entrepreneurs who do not require a significant amount of operating space to grow.

In addition, the 2025-27 Major City Goal of Cultural Vitality, Economic Resilience, and Fiscal Sustainability includes the following workplan item, “3c. Support the creation or expansion of coworking opportunities, such as the HotHouse, or other shared resource facilities to lower the barriers to entry for new businesses and provide opportunities for community members to build skills.”

In 2021, the City engaged Resonance Consulting to examine the future of downtown amid a global pandemic. That report listed a few key opportunity areas, including increasing daytime traffic in our downtown and creating alternative workspaces and coworking spaces for a growing number of remote workers. Another specific recommendation was to expand and diversify the business incubator to attract entrepreneurs and drive innovation downtown for all types of industries.

DISCUSSION

Background

In 2010, Cal Poly opened the Center for Innovation and Entrepreneurship to expand entrepreneurship programming for Cal Poly students, faculty, and community members and to promote regional economic development. In 2011, the SLO HotHouse opened as a community space through partnership between Cal Poly, the City of San Luis Obispo,

the County of San Luis Obispo, and the business community. Also in 2011, the Cal Poly Center for Innovation and Entrepreneurship (“CIE”) became home to the Small Business Development Center (“SBDC”) to provide free business assistance to new and existing businesses and to attract capital investment. Originally located at 955 Morro Street, the HotHouse moved to the upper floor of 872 Higuera Street in 2016. Since its founding, the HotHouse has launched 125 companies, helped raise more than \$250 million in capital, and witnessed acquisitions that totaled \$650 million. In 2023, the HotHouse renovated its office to accommodate more private working spaces, with support provided by the City.

The SLO HotHouse has been home to five thriving programs that drive economic development and bring countless professionals into downtown San Luis Obispo each day. Those programs include:

1. *Coworking*: The SLO HotHouse provides local entrepreneurs, business owners and remote workers with designated desks and private offices. These coworkers eat and shop downtown and host regular meetings at the SLO HotHouse. The SLO HotHouse began offering coworking in May 2013 and is now averaging 70 to 80 members monthly.
2. *SLO HotHouse Event Space*: The SLO HotHouse event space is home to 50+ events, gatherings and workshops each year, drawing well over 1,000 visitors downtown.
3. *Small Business Development Center (SBDC)*: The SBDC provides free consulting services to regional businesses. Through state and federal grants, the SBDC connects 40+ consultants with businesses of all types, to help them grow, thrive and create jobs in our community. The SBDC advises about 500 clients per year, including small downtown businesses. In 2024, they achieved 14 business starts, 127 jobs created, and more than \$18.8M in total capital (loans and equity). In 2025, they achieved 17 business starts, 120 jobs created, and \$57.4 million in total capital (loans and equity).
4. *Incubator Program*: The Incubator program provides high-growth startups with two years of targeted support, space in the SLO HotHouse and introductions to professional investors with the goal of helping these startups scale in our community. As of May 31, 2025, there were 12 companies selected through a competitive application process incubating full time virtually or in-person at the HotHouse. Seven start-ups that have emerged from the HotHouse incubator have kept their headquarters in San Luis Obispo, and four have corporate offices in San Luis Obispo. Of the companies that have remained in SLO, 82 jobs have been created.
5. *Summer Accelerator*: The Summer Accelerator program has 7 startups enrolled for 2025 for an intensive 13-week program designed to turn ideas into scalable businesses.

More than 50% of SBDC clients are based within the City of San Luis Obispo, including the following that may be familiar: Blue Mango (operating Luna Red and Novo), Bread Bike, Junk Girls, the SLO International Film Festival, Whalebird Kombucha, and Whiz Kids Toys. Other businesses the SBDC has supported include Whitefox, Novocuff, Inspired Flight, Pashion Footwear, Mantis Composites, HiView Solutions, and Digital Market Media.

Overview of HotHouse Move to 1144 Chorro Street

In 2024, Cal Poly approached the City to advise on its plans to move the HotHouse to 1144 Chorro Street to expand the reach and effectiveness of its program and to provide additional resources, mentorship opportunities, and particularly, improved infrastructure to the community's aspiring entrepreneurs. The new location will allow for expanded co-working space to serve more local professionals, which is needed as the current location operates at nearly 100% capacity. The purpose-built event space will allow the CIE to introduce expanded programming, including entrepreneurship events, speaker series, and economic development convenings.

The new HotHouse location will be filling a 15-year vacancy at 1144 Chorro Street, activating a 24,500 square foot ground floor location in the heart of downtown. In addition, the Cal Poly Mustang Shop Downtown currently located at 767 Higuera Street will be co-located with the CIE at the new 1144 Chorro Street location. The move from a smaller second-floor office to a larger ground-floor space with a retail shop in a prime location is expected to increase foot traffic and awareness of its offerings. The move also opens up the possibility of a future redevelopment opportunity at its current location. The ground floor of CIE's current location at 872 Higuera Street has been leased to the owner of Thrifty Beaches for an expansion of the vintage clothing store next door.

Cal Poly has secured \$1.86 million to date out of its fundraising goal of \$4.25 million to support the development of the CIE, including a \$350,000 commitment from the County of San Luis Obispo. The total project cost, including tenant improvements for the Cal Poly Mustang Shop, is \$7.9 million. In a letter to the City Council of San Luis Obispo dated August 15, 2025 (included as Exhibit A in the attached draft grant agreement), Cal Poly CIE formally requested a one-time investment of \$250,000 from the City. The new HotHouse is expected to open in the first half of 2026.

Overview of the Grant Agreement

The attached draft grant agreement outlines the conditions for the City's proposed contribution of up to \$116,000 for tenant improvements (such as furnishings or the audiovisual equipment for the community meeting space) for the areas of the CIE intended for use for community-facing events or for business support services:

- *Community event space:* The City will have the ability to use the event and meeting space at no additional cost up to 4 times per year. In addition, the event and meeting space may be made available as an event rental space for businesses and non-profit organizations in the community.
- *Recognition:* The City will be recognized as a sponsor of the CIE and SLO HotHouse with signage at the entrance of the building, logo placement in monthly emails, and on printed displays at public events. To acknowledge the City's critical role in funding the new space, the CIE will have signage affixed in the community and event space with the City's logo and anticipated language of the following, "This space made possible through a grant by the City of San Luis Obispo." The mockup of the design will be shared with the City prior to printing for approval.

History of Prior Funding from the City

The City has been providing financial support for the HotHouse since its establishment in 2011. In the 2019-21 Financial Plan, the City increased the annual funding amount from \$25,000 to \$30,000 and has been funding the CIE at this level since then.

In the adopted 2025-27 Financial Plan, \$30,000/year has been budgeted to continue this partnership from the Economic Development program's budget and the annual grant agreement will be approved separately by the City Manager following the City's procurement policies.

The annual services agreement with the CIE includes additional services and benefits to the community, including:

- A seat for a representative from the City of San Luis Obispo on the CIE Advisory Council;
- SBDC programming which provides no-cost business advising and training to entrepreneurs and local businesses;
- The two-year start-up incubator program to help entrepreneurs launch companies, create and retain jobs, attract capital investments, and grow and scale their businesses; and
- HotHouse coworking and office space.

The Economic Development and Tourism team has been meeting with CIE leadership to improve coordination and collaboration. In 2025, the ED&T team will be working with CIE to share the City's Business Navigator program and services with its HotHouse and SBDC clients in an effort to support more businesses in starting and staying in the community.

In 2023, the City provided an additional \$21,630 to support the expansion of the CIE HotHouse in its current location on Higuera St. to provide more private workspaces for small teams or individuals to better meet entrepreneurs' workspace needs. The City's contribution covered half of the total cost for the office renovation.

The County of San Luis Obispo has provided \$200,000 in funding per year to the CIE. Cal Poly similarly requested \$750,000 additional one-time funding from the County of San Luis Obispo for the HotHouse move and has received \$350,000.

Although Cal Poly requested an investment of \$250,000 from the City for the HotHouse move and renovation, staff arrived at the recommendation for \$116,000 in one-time funding for two reasons. First, Cal Poly requested \$750,000 in funding from the County and received \$350,000; a \$116,000 contribution from the City would be in keeping with a roughly 3:1 funding ratio with the County for the CIE. Second, the available balance in the Economic Development Assigned Fund Balance in the General Fund in the 2025-27 Financial Plan is \$116,000. Please see the Fiscal Impact section below for more details.

Municipal Investment in Business Incubators

The benefits of agglomeration development in a municipality mean that businesses gain competitive advantages by physically locating close to other businesses in related fields.¹ The HotHouse primarily focuses on technology and innovation industries, attracting agglomeration development in the industries of medical, defense, environmental and agricultural technologies. As the San Luis Obispo and Central Coast region becomes poised as a central location for space, aerospace, clean tech, renewable energy, precision manufacturing, and agtech, the HotHouse serves as starting point for new and relocating businesses in these high-paying fields.

Many other cities have sponsored business incubators in their communities, including Cleveland, Austin, Berkeley,² Santa Fe,³ Yucaipa, Merced, Los Angeles, and San Jose. As opposed to traditional economic development practices of attempting to incentivize single corporations, business incubators attract multiple small, home-grown companies. There is evidence of long-term return on investments for public dollars put into business incubators. In New Mexico, the State saw a 57 to 1 cost benefit ratio, or \$57 dollars in tax revenue for every \$1 of State funding.⁴ In Austin, an average of \$67 of local economic activity was generated annually for every \$1 the City invested in the Austin Technology Incubator.⁵ Additionally, the National Business Incubator Association indicates that 84% of incubator graduates stay in their communities.⁶

Previous Council or Advisory Body Action

As noted in greater detail in the Policy Context section above, support for the Cal Poly CIE and an entrepreneurial ecosystem has been part of successive Council-adopted Economic Development Strategic Plans since CIE's founding.

In addition, the 2025-27 Major City Goal of Cultural Vitality, Economic Resilience, and Fiscal Sustainability includes the following workplan item,

“3c. Support the creation or expansion of coworking opportunities, such as the HotHouse, or other shared resource facilities to lower the barriers to entry for new businesses and provide opportunities for community members to build skills.”

Public Engagement

Through the financial planning forums and surveys, community members expressed a continued desire for economic development and business support to remain a focus as part of the 2025-27 Major City Goals, as well as support for downtown vitality. In addition, community members may provide feedback on this item at or before the Council meeting.

¹ [Incubator Cities: Tomorrow's Economy, Yesterday's Start-ups, Michigan Business & Entrepreneurial Law Review.](#)

² [Entrepreneurship Hub | Capital Strategies](#)

³ [City of Santa Fe Ordinance No. 2014-24](#)

⁴ [New Mexico Legislature, Economic and Rural Development Policy Committee Handout: New Mexico Certified Business Incubators](#)

⁵ [Overview of US incubators and the case of the Austin Technology Incubator, International Journal of Entrepreneurship Innovation Management](#)

⁶) [“Innovation Works”, Morgan State University Office of Technology Transfer and Intellectual Property](#)

During the update process for the 2023-28 EDSP, the City engaged the community through a survey which generated 982 responses, 9 virtual roundtables with key stakeholders, and interviews and other outreach. This engagement progress revealed the community held the promotion and support of entrepreneurship as a top need for the new EDSP.

CONCURRENCE

The proposed agreement has the concurrence of the Administration, Finance, and the City Attorney.

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: **No**

Budget Year: **2025-26**

Funding Identified: **Yes**

Fiscal Analysis:

Funding Sources	Total Budget Available	Current Funding Request	Remaining Balance	Annual Ongoing Cost
General Fund	\$116,000	\$116,000	\$0	N/A
State				
Federal				
Fees				
Other:				
Total	\$116,000	\$116,000	\$0	\$0

The identified funding source for this grant agreement would be the Economic Development Assigned Fund Balance in the General Fund. The approval of this grant agreement and subsequent disbursement of \$116,000 of funds would fully expend this assigned fund balance by the end of the 2025-27 Financial Plan.

For each year of the approved 2025-27 Financial Plan, the Economic Development & Tourism program had several Significant Operating Budget Changes (SOBCs) approved to receive \$246,000 from the same Economic Development Assigned Fund Balance that this proposed grant to the CIE would be drawn from. The SOBCs support childcare expansion, implementation of the Economic Development Strategic Plan, and “support local” programs such as the Buy Local Bonus program during the holidays and SLO Restaurant Month.

If this grant agreement is approved and funds are disbursed, this funding source would be completely depleted by the end of the 2025-27 Financial Plan. The \$30,000 annual services agreement with CIE is part of the Economic Development program's ongoing base budget.

ALTERNATIVES

1. ***Council may request changes to the draft Grant Agreement or decide not to authorize the City Manager to finalize and execute the draft Grant Agreement.***
The Council should provide direction on which aspects of the grant agreement should be revised.
2. ***Council may increase or decrease the amount of the recommended grant of \$116,000.*** If Council elects to increase the recommended grant amount, Council should specify the amount and provide direction that the approved SOBCs in the 2025-27 Financial Plan drawing from the Economic Development Assigned Fund Balance should be re-evaluated for reduction to accommodate an increase in the CIE renovation grant. The approved SOBCs support childcare expansion, implementation of the Economic Development Strategic Plan, and "support local" programs such as the Buy Local Bonus program during the holidays and SLO Restaurant Month in FY2025-26 and FY 2026-27. Council may also elect to provide \$116,000 in funding now to support the CIE and evaluate during the FY 2024-25 Year-End Budget Report scheduled for the November 4, 2025, City Council Meeting whether additional funding should be made available.

ATTACHMENTS

A - Draft Grant Agreement between the City of San Luis Obispo and Cal Poly Hothouse

**GRANT AGREEMENT
CAL POLY CORPORATION**

THIS AGREEMENT is made and entered into in the City of San Luis Obispo on _____, by and between the CITY OF SAN LUIS OBISPO, a municipal Corporation, hereinafter referred to as “City”, and CAL POLY CORPORATION hereinafter referred to as “Cal Poly” with reference to the following:

WHEREAS, Cal Poly has requested that the City contribute to Cal Poly’s efforts to move the Cal Poly Center for Innovation and Entrepreneurship (CIE), which is home to the HotHouse and Small Business Development Center (SBDC), from 872 Higuera Street to 1144 Chorro Street, San Luis Obispo, by providing financial support towards tenant improvements in the new location, and

WHEREAS, the City and Cal Poly have partnered since the inception of the CIE to foster an entrepreneurial ecosystem in the region and have historically maintained a separate annual services contract related to entrepreneurship programming and business support services, and

WHEREAS, the 2025-27 Major City Goal of Cultural Vitality, Economic Resilience, and Fiscal Sustainability includes the following workplan item, “3c. Support the creation or expansion of coworking opportunities, such as the HotHouse, or other shared resource facilities to lower the barriers to entry for new businesses and provide opportunities for community members to build skills,” and

WHEREAS, the City’s 2023-28 Economic Development Strategic Plan lists Cal Poly and the CIE as supporting partners for implementing many strategies, particularly around entrepreneurial support, small business development, and business support infrastructure, and

WHEREAS, the City has determined that contributing to tenant improvements for the CIE would enhance CIE’s ability to perform its services and increase community access to business support services.

NOW, THEREFORE, CITY and CAL POLY CORPORATION for and in consideration of the mutual benefits, promises and agreements set forth herein, do 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 June 30, 2026.

2. Incorporation by Reference

Cal Poly’s scope of work as the basis of their request for funding is 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 Cal Poly’s 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. Grant Amount and Allowable Expenses

City agrees to pay Cal Poly a one-time only grant of up to \$116,000 as provided in Section 3 to reimburse costs for tenant improvements, finishings, and furnishings directly related to areas of the CIE intended to be used for events and provision of business support services or coworking spaces, as described in Exhibit A. Examples of allowable expenses would be for furnishings and the purchase and installation of audiovisual equipment for conference rooms and the event space.

4. Reimbursement Requests

Reimbursement payment requests for allowable expenses as described in Section 3 shall be submitted to City's Deputy City Manager. Reimbursement payment requests shall include supporting documentation including invoices or receipts. Reimbursement payment requests will be reviewed and approved for reimbursement by the City in a timely manner, and City will make best efforts to process and pay reimbursement requests within thirty (30) business days from the date of such payment request, provided that sufficient documentation supporting the reimbursement request is provided to City. Sufficiency of payment documentation shall be in the sole but reasonable discretion of the City and City reserves the right to request and receive additional reasonable documentation to support Cal Poly's reimbursement requests and as may be appropriate to aid in City's determination of whether the requested reimbursement payment is for an Eligible Cost.

5. Funding Source Recognition

Cal Poly will ensure recognition of the role of the City in providing funding through this Grant Agreement. The City shall be identified as a funding source in all applicable publications, press releases, social media outreach, and similar fundraising promotions. The City will be recognized as a sponsor of the CIE and SLO HotHouse with signage at the entrance of the building, logo placement in monthly emails, and on printed displays at public events. To acknowledge the City's critical role in funding the new space, the CIE will have signage affixed in the community or event space with the City's logo and anticipated language of the following, "This space made possible through a grant by the City of San Luis Obispo." The mockup of the design will be shared with the City prior to printing for approval.

6. Event and Meeting Spaces

City may use the event and meeting spaces at no additional cost up to 4 times per year. In addition, the event and meeting spaces will be made available for rent by businesses and non-profit organizations in the community.

7. 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 of the City or their designee.

8. Complete Agreement (Integration Clause)

This clause serves to explicitly state that this written agreement, including all writings specifically incorporated herein, shall represent the complete and final agreement between

the parties regarding this subject matter. 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 not be of any force or effect, nor shall any such oral agreement, understanding, or representation be binding upon the parties hereto. No alteration or variation of the terms of this agreement shall be valid, unless made in writing and signed by both parties, by those authorized to bind the parties.

9. Notice

For purposes of notice under this agreement, all written notices shall be considered effective upon being sent by certified mail to the following addresses:

Teresa Purrington, City Clerk City of San Luis Obispo
990 Palm Street
San Luis Obispo, CA 93401
Attn: Economic Development Program

Maral Kismetian, Director of Grants Development, Cal Poly Corporation
1 Grand Ave., Building #15
San Luis Obispo, CA 93407

10. Authority To Execute Agreement

Both City and Cal Poly 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, A Municipal Corporation

By: _____
City Manager

APPROVED AS TO FORM:

By: _____
City Attorney

Cal Poly Corporation

By: _____
Director of Grants Development

Exhibit A – Letter to City Council from Cal Poly CIE



OFFICE OF THE PRESIDENT

August 15, 2025

City of San Luis Obispo
Attn: Mayor and City Council Members
990 Palm Street
San Luis Obispo, CA 93401

Subject: One-Time Funding Request for the Cal Poly Center for Innovation & Entrepreneurship

Dear Mayor Stewart and Members of the San Luis Obispo City Council,

Construction is well underway at 1144 Chorro Street—the future downtown home of the Cal Poly Center for Innovation & Entrepreneurship (CIE) and the Cal Poly Mustang Shop. As previously shared, our vision for this location is to create a dynamic regional hub for entrepreneurship, innovation, and economic development, activating a storefront that been vacant for 15 years. In support of this vision, we respectfully request \$250,000 in one-time funds from the City of San Luis Obispo.

While we are excited about what's to come, it's important to recognize the tremendous success the CIE has already achieved through its current downtown presence at the HotHouse. Since its founding in 2010, the CIE has played a vital role in developing entrepreneurial talent in our region. The CIE has launched 125 companies, helped raise more than \$250 million in capital, and witnessed acquisitions that totaled \$650 million. Thousands of students and community members have benefited from CIE programs, tools, and mentorship.

The HotHouse has become the cornerstone of Cal Poly's commitment to San Luis Obispo and regional economic development. In addition to our student programming, it houses the Small Business Development Center, which supports over 500 clients annually, and our two-year Incubator program, which helps early-stage companies grow into financially stable, high-growth enterprises. These achievements have been made possible through the support of valued partners like the City of San Luis Obispo.

More than 50% of our SBDC clients are based in the City of San Luis Obispo. Our HotHouse location will provide expanded opportunities to engage our local entrepreneurship community and will allow us to work with regional partners to advance our economic development goals.

Upon opening in the first half of 2026, the HotHouse will expand its offerings to include entrepreneurship events, speaker series, and economic development convenings, all supported by a purpose-built event space. This space, available for community bookings, will accommodate up to 70 guests seated or up to 100 in a cocktail-style setting.

The expanded coworking space—currently operating at nearly full capacity—will allow us to serve more local entrepreneurs, freelancers, and small businesses. The HotHouse consistently maintains a waiting list for private offices, and the new facility will double the number available. This increased capacity will not only meet existing demand but also draw more professionals, startups, and visitors into downtown San Luis Obispo, adding to its vibrancy and economic activity.

The total project cost, including tenant improvements for the Cal Poly Mustang Shop, is \$7.9 million. Of this, the CIE's share for its new downtown facility is \$4.25 million. As a self-supporting nonprofit, the CIE is actively raising these funds. A lead donor has committed a \$2 million dollar-for-dollar matching challenge to accelerate the campaign. To date, including matched contributions and a \$350,000 investment from the County of San Luis Obispo, we have secured \$1.86 million—leaving a funding gap of \$2.39 million. The City's proposed \$250,000 contribution would directly reduce this gap and be applied exclusively to the HotHouse portion of the project, ensuring the new facility is fully equipped to serve the community.

The City's contribution would fund the outfitting of the event space and community coworking areas, offsetting costs associated modernized audio-visual systems, conference tables and seating, modular coworking desks, reception and lounge furnishings, whiteboards and presentation boards, signage, lighting fixtures, and other movable equipment needed to ensure the space is fully functional and welcoming for community use.

The County and City grants are critical in demonstrating to private donors the long-term commitment of our local government partners, and the importance supporting local small businesses, and the innovation and entrepreneurial community. We believe this investment strongly aligns with the City's Economic Development Strategic Plan and the Future of Downtown – Downtown Development Recommendations. The CIE's ongoing success contributes to the vitality of our local economy and elevates San Luis Obispo's reputation as a center of innovation and entrepreneurship.

Thank you for considering this funding request. With your support, we can further empower students, support entrepreneurs, and deepen the connection between Cal Poly and the City of San Luis Obispo.

Sincerely,

Karen Tillman
Economic Development Advisor to the University President
Interim Executive Director, Cal Poly Center for Innovation & Entrepreneurship
ktillman@calpoly.edu

Exhibit B – Insurance

Cal Poly, hereinafter 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, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions Liability insurance as appropriate to the consultant's profession.

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.
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.
4. Errors and Omissions Liability: \$1,000,000 per occurrence.

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.



Department: Attorney
Cost Center: 1501
For Agenda of: 9/2/2025
Placement: Consent
Estimated Time: N/A

FROM: Christine Dietrick, City Attorney
Prepared By: Kelly Holcomb, Senior Legal Analyst

SUBJECT: AUTHORIZE THE CITY ATTORNEY TO CORRECT A CLERICAL ERROR
(2024-29 ON-CALL LIST FOR LEGAL SERVICES)

RECOMMENDATION

1. Authorize the City Attorney to send belated notification of the City's Request for Qualifications for Legal Services, On-call Outside Counsel 2024 ("RFQ") to two law firms that were unintentionally left off the notification list; and
2. Authorize the acceptance of qualifications, in the form directed by the City Council approved RFQ specifications, from the two law firms that receive belated notifications; and
3. Authorize the City Attorney to review submitted qualifications and, if deemed responsive, add the two law firms to the City's current 2024-29 on-call list for outside counsel legal services.

POLICY CONTEXT

Every five years since 2014, as provided in [San Luis Obispo Municipal Code 3.24.070\(C\)](#), the City Attorney's Office has maintained an on-call list for outside counsel legal services.

DISCUSSION

Background

In January 2024, City Council approved a request for qualifications ("RFQ") to create a 2024-29 on-call list for outside counsel legal services ([January 9, 2024, Agenda Item# 5e](#)). Following Council approval and public posting of the RFQ, members of the then-current 2019-24 on-call list were notified of the deadline to submit qualifications. From the qualifications received, the City Attorney's Office built and maintains an on-call list of 26 law firms. These firms are not under contract but only evaluated and deemed qualified in specific areas of law, with each firm signing an acceptance letter placing them among the on-call law firms City staff can more easily contract with should a matter arise.

Liebert Cassidy Whitmore

One law firm that did not respond to the RFQ was Liebert Cassidy Whitmore (“LCW”). This was surprising to City staff since the firm had responded to the two previous on-call list qualification requests and were frequently under contract with the City for support of labor negotiations, personnel, and employee benefits matters. Due to LCW’s long history working with City staff and deep familiarity with City employee group memorandums of understanding, since August of 2024 City staff have completed three Specialized Service Justification forms in order to continue contracting with LCW.

Recently, while completing the contract language for LCW legal support beginning in July 2025, staff researched why the firm had not submitted qualifications to the RFQ. It was discovered, by checking the document version history of the working file of the 2019-24 on-call list, that LCW and another attorney (Stephen J. Densmore) had been inadvertently deleted in October 2023. This error occurring just four months prior to the opening of the 2024-29 RFQ, staff did not notice the deletions and when it came time to notify the members of the then-current 2019-24 on-call list of the new RFQ, neither LCW nor Densmore were notified of the deadline to submit qualifications.

Densmore

Attorney Stephen J. Densmore, the other member of the 2019-24 on-call list that was inadvertently deleted and subsequently not notified of the 2024-29 on-call list RFQ, is a solo practitioner. He had qualified for the 2019-24 on-call list in the “Public Works Engineering, Design Professional & Construction Contracting Issues and Litigation” subject area, but has not been under contract with the City since at least 2018 (based on data in the Oracle accounts payable module).

Correction due to clerical error

At this time, the City Attorney requests City Council authorization to notify LCW and Densmore of the RFQ contents; to provide the two firms with a limited timeframe in which to submit qualifications should they desire; and to evaluate the submissions for responsiveness to the RFQ. If deemed responsive, the firms would be added to the current 2024-29 on-call list for outside counsel legal services.

Previous Council or Advisory Body Action

Staff is unaware of a previous instance where a member of a City on-call list was accidentally deleted and that deletion resulted in their not being notified of the RFQ for the next on-call list. Regardless of a lack of precedent, the City Attorney believes the recommended action is appropriate since the legal services on-call list is not contracted attorneys but only attorneys whose qualifications have been evaluated and, having been deemed proficient in specific areas of law, the City can more easily contract with in the future. Allowing LCW and Densmore to take actions they could have if they had been

notified of the RFQ, seems an appropriate balance of fairness to all the law firms both on and off the on-call list.

Public Engagement

No public engagement was deemed necessary in this matter.

CONCURRENCE

Human Resources agrees 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: N/A

Budget Year: N/A

Funding Identified: N/A

Fiscal Analysis:

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

There is no fiscal impact of the recommendation.

ALTERNATIVES

Council could decide not to authorize belated notifications for the RFQ. Should LCW and Densmore remain off the current 2024-29 on-call list for outside counsel legal services, City staff would necessarily continue to write Specialized Service Justifications, or follow the otherwise applicable purchasing guidelines, should work be needed from one of those firms. The City staff time to complete these additional steps through March of 2029 (when the current on-call list expires) would not be terribly burdensome but since the firms were not notified of the RFQ due to a City error, staff would like permission to remedy the omission.