

**AMENDMENT NO. 1 TO GRANT AGREEMENT**  
**SAN LUIS OBISPO**  
**REPERTORY THEATRE**

THIS AMENDMENT NO. 1 TO GRANT AGREEMENT is made and entered in the City of San Luis Obispo on 10/5/2024 | 8:53 AM PDT, by and between the City of San Luis Obispo, a California Municipal Corporation and Charter City (“the City”) and San Luis Obispo Repertory Theatre, a California non-profit organization (“SLO REP”). The City and SLO REP are jointly referred to as the “Parties”.

**WITNESSETH:**

WHEREAS, on May 22, 2019, the City and SLO REP entered into an Exclusive Negotiating Agreement (“ENA”), and on May 22, 2024 entered into Amendment No. 1 to the Exclusive Negotiating Agreement, which together set forth the current parameters, conditions, milestones, and conditions precedent to entering into a long-term lease for SLO REP to use a portion of City property to construct and operate a new theatre building adjacent to the City’s Cultural Arts District Parking Structure, and

WHEREAS, on April 21, 2022, the City and SLO REP entered into a Grant Agreement that set forth certain parameters, conditions, milestones, and conditions precedent to the City providing one-time only grant funding to SLO REP to be paid in installments not-to-exceed the aggregate sum of \$3,940,000 for reimbursement of direct construction costs incurred for the new theatre building, and

WHEREAS, on June 4, 2024, the City Council adopted Resolution No. 11501 (2024 Series) approving the Fiscal Year 2024-25 Budget and, upon consideration of public testimony and written correspondence submitted by SLO REP detailing their current anticipated budget and necessary funding required to complete the new theatre building, included an additional \$2,760,000 million in grant funding to SLO REP towards the project, for a total in grant funding towards the project, by the City of San Luis Obispo, in the amount of \$6,700,000.

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

1. The Grant Agreement is hereby amended as follows:
  - i. The sum of grant funding shall be increased by the amount of \$2,760,000.00 for a total of \$6,700,000.00.
  - ii. The Exclusive Negotiating Agreement and Amendment No. 1 to the Exclusive Negotiating Agreement are hereby incorporated by reference, and attached hereto collectively as Exhibit A.
  - iii. Item 9 in the Grant Agreement is amended as follows:


**9. Quarterly Reports and Financial Assurance**

Quarterly Reports and Financial Assurance. The SLO REP shall provide quarterly reports on both Downtown Theatre construction project progress including the use of CITY Grant Funds. These reports shall begin when construction commences and be due at the end of the first month after the end of the calendar quarter (i.e. January, April, July, and September) and submitted to the Deputy City Manager. The quarterly reports should include percentage of construction completion, other available funding on hand or then receivable, and work anticipated to be completed in the following quarter. CITY reserves the right to request and receive copies of invoices, account statements, or audits of SLO REP's financial records pertinent to the Downtown Theatre's construction and in CITY's sole discretion, to withhold reimbursement payments until satisfactory reports and supporting documentation are received.

2. All other terms and conditions of the Grant Agreement shall remain in full force and effect.

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

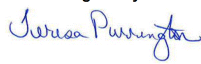
CITY OF SAN LUIS OBISPO

DocuSigned by:  
  
A5990BABC9CA464...  
Erica A. Stewart, Mayor

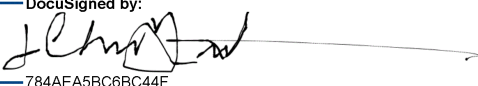
SLO REPERTORY THEATRE

Signed by:  
  
4DB1E5875C1D420...  
Kevin Harris, Managing Artistic Director

ATTEST

DocuSigned by:  
  
B98BADBF9C78436...  
Teresa Purrington, City Clerk

APPROVED AS TO FORM

DocuSigned by:  
  
784AEA5BC6BC44F...  
J. Christine Dietrick, City Attorney

## EXCLUSIVE NEGOTIATING AGREEMENT

This Exclusive Negotiating Agreement (“Agreement”) is entered into this 5/22/2019 day of \_\_\_\_\_, 2019 (the “Effective Date”), by and between the City of San Luis Obispo, a California charter municipal corporation (“the City”) and San Luis Obispo Repertory Theatre, a California non-profit corporation (“SLO REP”). The City and SLO REP are jointly referred to as the “parties”.

### RECITALS

WHEREAS, the City is the legal owner of the property located at 888 Morro Street in San Luis Obispo, California (the “Property”); and

WHEREAS, the City identified a portion of the Property as the site of a proposed public parking structure (“Palm Nipomo Parking Structure”) and anticipates that an estimated 18,000 square foot portion of the Property will not be needed for the Palm Nipomo Parking Structure (“Remainder Property”); and

WHEREAS, SLO REP desires to construct a not-for-profit live performance theatre facility and related on-site and off-site (if any) improvements (“Theatre”) on the Remainder Property; and

WHEREAS, the parties recognize that the exact location, size and availability of the Remainder Property for the Theatre cannot be determined at this time, and understand that the Remainder Property has development restrictions including maintenance of trees, street setbacks and provision of pedestrian connections/plazas from the Palm Nipomo Parking Structure to Monterey Street that affect the net buildable land; and

WHEREAS, the City wishes to support community-based performing arts groups by encouraging development of a live performance theatre facility in the downtown; and

WHEREAS, the City and SLO REP recognize that identifying a location for the Theatre, as well as some of the terms of a future lease, may help SLO REP’s capital fundraising efforts; and

WHEREAS, construction of the Palm Nipomo Parking Structure and the Theatre and related rezoning and general plan amendments will require environmental review, and SLO REP must provide certain information about the Theatre before City can conduct the environmental review; and

WHEREAS, the City’s Financial Management Manual allows exclusive negotiations for long term lease of City property when there is a clear link between the proposal and accomplishment of significant City goals, plans or policies; and

WHEREAS, the City considers the development of a not-for-profit live performance theatre on the Remainder Property to be in the public interest and in accordance with the City’s goals and the existing and proposed Downtown Concept Plan.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises and agreements herein set forth, the parties agree as follows:

## AGREEMENT

1. **RECITALS.** The above Recitals are true.
2. **TERM.** This Agreement shall commence upon the Effective Date and shall continue in effect for a period of five (5) years (the “Term”), unless sooner terminated as provided herein. The Parties may extend the Term of this Agreement in writing upon mutual consent.
3. **PURPOSE.** The purpose of this Agreement is to enable the City to proceed with the Palm Nipomo Parking Structure, and to allow SLO REP to explore the feasibility of SLO REP financing, designing, constructing and operating the Theatre, at its sole cost and expense, on the Remainder Property.
4. **CITY’S OBLIGATIONS.** The City shall, during the Term of this Agreement:
  - a. **Exclusivity.** Negotiate exclusively with SLO REP as the future tenant of the Remainder Property.
  - b. **Initiate Rezoning, General Plan amendments, and Lot Line Adjustment.** Upon City Council authorization, initiate all rezoning, General Plan amendments, and a lot line adjustment necessary to allow the construction of the Palm Nipomo Parking Structure on a portion of the Property and the Theatre on the Remainder Property. The intent of this Agreement is for the Remainder Property to be created as a “finished lot,” although the City legally cannot, and therefore does not, contractually agree as to how it will exercise its legislative authority to rezone or amend the General Plan and its land use authority to complete a lot line adjustment.
  - c. **Environmental Review.** The City has completed environmental review of the Palm Nipomo Parking Structure and the Theatre and has certified a Final Environmental Impact Report (“FEIR”) by Resolution No. 10923 (2018 Series). If SLO REP makes any changes to the Theatre design or if any of the conditions set forth in CEQA Guidelines § 15162 are triggered, then SLO REP may negotiate the portion of costs it will bear in the event substantial new environmental issues are discovered during construction, or if any project-specific environmental review related to the Theatre is deemed necessary.
5. **SLO REP’s OBLIGATIONS.** SLO REP shall, during the term of this Agreement:
  - a. **Non-Profit Status.** Be a California non-profit corporation in good standing and be exempt from state and federal income taxes under section 501 (c) (3) of the Internal Revenue Code.
  - b. **Proof of Financial Ability.** Provide to City’s reasonable satisfaction that it has the financial ability to design, construct and operate the Theatre on the Remainder Property. At a minimum SLO REP shall:
    - Fundraising Plan.** Provide the City with a fundraising plan by December 31, 2019 that is acceptable to, and approved by, the City Manager, whose approval shall not be unreasonably withheld, delayed or conditioned. The fundraising plan shall include a timeline with milestones that shall be met no later than 1 year from the estimated completion of the Palm Nipomo Parking Structure. These



- b. **Availability of Funds for Design, Construction, and Operation of the Theatre** Prior to execution of the lease, SLO REP demonstrates to the City Manager's reasonable satisfaction that SLO REP has met all applicable fundraising milestones in the fundraising plan approved by the City Manager.
  - c. **Non-Profit Status.** SLO REP has maintained its non-profit and tax-exempt status under applicable state and federal law.
  - d. **Design and Construction Schedule.** Prior to lease execution, provide to the City's Community Development Director's reasonable satisfaction, a design and construction schedule, demonstrating, at a minimum, the Theatre will be constructed and completed within 3 years of the completion of the Palm Nipomo Parking Structure.
  - e. **Design Coordination.** Coordinate design of the Theatre with the City to ensure it is compatible with the Palm Nipomo Parking Structure.
- 8. GENERAL LEASE TERMS.** If the parties enter into the exclusive negotiations, the parties desire that the lease include the following general provisions; provided, the actual language of each provision is subject to further negotiation, and most material terms and provisions of the lease have not yet been discussed. The City shall not lease the land for minimal rent unless the lease is completely acceptable to the City and approved by the City Attorney. Nothing in this paragraph shall be interpreted as an agreement or offer to lease upon the terms, provisions or language set forth below.
- a. SLO REP shall commence construction of the Theatre no later than one (1) year after the completion of the Palm Nipomo Parking Structure and shall complete construction of the Theatre within three (3) years after that. SLO REP shall not commence construction of the Theatre unless SLO REP demonstrates, to the City's Finance Manager's reasonable satisfaction prior to expiration of the year within which SLO REP is to commence construction, that SLO REP has all of the funds necessary to design and construct, as well as operate for at least one (1) years after completion of construction, the Theatre, plus a 15% contingency, available in cash or approved financing (the "Required Funds"). If SLO REP does not timely demonstrate that SLO REP has the Required Funds, or if SLO REP fails to timely begin or timely complete construction, SLO REP shall be in substantial default, and the lease shall automatically terminate unless City agrees otherwise in writing. The Theatre shall be deemed complete only upon issuance of a Certificate of Occupancy.
  - b. Minimum 40-year term with the right of first refusal for additional lease years provided that Theatre is in good standing at the time of the renewal window, which shall open after 35 years and conclude after 37 years unless the window is extended.
  - c. Rent of \$1.00 per year provided SLO REP:
    - i. Is a California non-profit corporation in good standing; and
    - ii. Is a federal and state income tax exempt 501 (c)(3) entity; and uses the Remainder Property solely as a live performance theatre and related City approved community uses.

- iii. SLO REP's failure to maintain its non-profit corporate status in good standing or its tax-exempt status under applicable state and federal law or to use the Remainder Property for any purpose other than as a live performance theatre and related City approved community uses during the term or any extended term of the lease, shall be a material breach of the lease. In the event any such breach occurs, City may, at its option, either terminate the lease or raise the rent to fair market rates for neighboring commercial uses.
- d. SLO REP shall design, construct, operate and maintain the Theatre and all street frontage and landscaping, utility extensions and connections, and other improvements, based on agreed upon and approved plans and specifications, at its sole cost and expense without any assistance from the City.
- e. SLO REP shall be responsible for meeting or mitigating all conditions, impacts, mitigations and requirements identified in the environmental review and entitlement processes for issues associated with the SLO REP's operation of a theatre on the Property, at SLO REP's sole cost and expense.
- f. The design of the Theatre must be compatible with the design of the Palm Nipomo Parking Structure, including the parking structure's entrance and exiting needs, as determined by the sole discretion of the Public Works Director.
- g. SLO REP shall take all reasonable efforts to preserve, protect, and maintain the large oak tree on 614 Monterey, along with the tree on the corner of Monterey and Nipomo.
- h. If the SLO REP is not in material compliance with the Lease or ceases to be financially solvent and to maintain the Property in a commercially reasonable manner, the lease shall contain provisions for the City to declare a default of the Lease, for SLO REP to effect a reasonable cure of the default(s), and for the City to terminate the Lease if the default(s) are not cured pursuant to the terms and conditions of the Lease, and for the Remainder Property to revert to the City.
- i. Prevailing wages shall be paid by SLO REP for construction of the Theatre and related improvements, mitigations etc.
- j. SLO REP shall pay all applicable parking in lieu fees for a Community Partner, as determined by the sole discretion of the City's Public Works Director.
- k. Payment of possessory interest and other taxes by SLO REP.
- l. Other long-term landlord protection ground lease provisions, such as City standard insurance requirements, indemnity provisions, attorneys' fees, prohibitions against nuisance, waste, requiring maintenance at SLO REP expense, etc.
- m. If the City Council does not move ahead with the construction of the Palm/Nipomo structure, a new agreement will need to be negotiated between the parties for a mutually acceptable alternate site or an alternate set of requirements for a portion of the Property.
- n. The City will not subordinate its interest in the Remainder Property to any financing.



**10. AMENDMENT.** This Agreement may be extended or modified with the mutual consent of the parties. Any such extension, amendment, modification or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by the City Council.

**11. COMPLETE AGREEMENT.** This written Agreement, including all writings specifically incorporated herein by reference, shall constitute the complete agreement between the parties. No oral agreement, understanding or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding or representation be binding upon the parties.

**12. NOTICE.** All notices to the parties shall be in writing and shall be sent by United States mail, postage prepaid by registered or certified mail addressed as follows:

City: Derek Johnson  
City Manager  
990 Palm Street  
San Luis Obispo, CA 93401

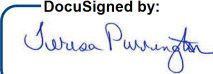
SLO REP: Kevin Harris  
Managing Artistic Director  
888 Morro Street  
San Luis Obispo, CA 93401

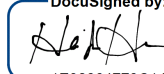
**13. AUTHORITY TO EXECUTE AGREEMENT.** Both City and SLO REP warrant and represent that each individual executing the Agreement on behalf of each party is a person duly authorized and empowered to execute agreements for such party.

IN WITNESS WHEREOF, the parties execute this Agreement on the day and year first above written.

ATTEST

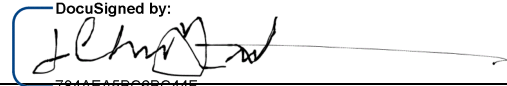
CITY OF SAN LUIS OBISPO

DocuSigned by:  
  
\_\_\_\_\_  
Teresa Purrington  
City Clerk  
Date

DocuSigned by:  
  
\_\_\_\_\_  
Heidi Harmon  
Mayor  
Date

APPROVED AS TO FORM:

SLO REPERTORY THEATRE

DocuSigned by:  
  
\_\_\_\_\_  
J. Christine Dietrick  
City Attorney  
Date

DocuSigned by:  
  
\_\_\_\_\_  
Kevin Harris  
Managing Artistic Director  
Date



# Council Minutes

City Hall, 990 Palm Street, San Luis Obispo

## Tuesday, December 4, 2018 Regular Meeting of the City Council

### CALL TO ORDER

A Regular Meeting of the San Luis Obispo City Council was called to order on Tuesday, December 4, 2018 at 6:00 p.m. in the Council Hearing Room, located at 990 Palm Street, San Luis Obispo, California, by Mayor Harmon.

### ROLL CALL

#### **Council Members**

**Present:** Council Members Carlyn Christianson Aaron Gomez, Erica A Stewart, Vice Mayor Andy Pease, and Mayor Heidi Harmon.

#### **Council Members**

**Absent:** None

#### **City Staff**

**Present:** Derek Johnson, City Manager; Christine Dietrick, City Attorney; and Teresa Purrington, City Clerk; were present at Roll Call. Other staff members presented reports or responded to questions as indicated in the minutes.

### PLEDGE OF ALLEGIANCE

Vice Chair Pease led the Pledge of Allegiance.

### APPOINTMENTS

#### 1. APPOINTMENTS TO THE ZONE 9 ADVISORY COMMITTEE

City Clerk Purrington presented the contents of the report.

#### Public Comments:

None

---End of Public Comments---

**ACTION:** MOTION BY VICE CHAIR PEASE, SECOND BY COUNCIL MEMBER CHRISTIANSON, CARRIED 5-0 to:

Make appointments to the Zone 9 Advisory Committee, effective December 31, 2018, and recommend the County Board of Supervisors confirm, as follows:

1. Appoint Christine Mulholland to serve as public member to represent the City of San Luis Obispo on the Zone 9 Advisory Committee for a term to expire on December 31, 2022; and
2. Appoint Dave Romero to serve as the alternate member to represent the City of San Luis Obispo on the Zone 9 Advisory Committee for a term to expire on December 31, 2022; and
3. Appoint Matt Horn, City Engineer, to serve as the staff representative on the Zone 9 Advisory Committee; and
4. Appoint Brian Nelson, Supervising Civil Engineer, to serve as the alternate staff representative on the Zone 9 Advisory Committee for a term to expire on December 31, 2022.

**2. APPOINTMENTS TO THE CITIZENS' REVENUE ENHANCEMENT OVERSIGHT COMMISSION, JACK HOUSE COMMITTEE, AND MASS TRANSPORTATION COMMITTEE**

City Clerk Purrington presented the contents of the report.

Public Comments:

Toni Tyran Kincaid

---End of Public Comments---

**ACTION: MOTION BY COUNCIL MEMBER CHRISTIANSON, SECOND BY COUNCIL MEMBER GOMEZ, CARRIED 5-0 to:**

1. Confirm the appointment of Winston Newland to the Citizens' Revenue Enhancement Oversight Commission, to complete an unexpired term through June 30, 2019.
2. Confirm the appointment of Julie Moore, as the representative of the San Luis Obispo County History Center, to the Jack House Committee effective December 4, 2018; and
3. Confirm the appointment of Ryan Hund, as the ASI student representative, to the Mass Transportation Committee, to complete an unexpired term through March 31, 2019.

**INTRODUCTION**

**3. INTRODUCTION OF ERIC HAGEN, CHIEF BUILDING OFFICIAL**

Community Development Director Michael Codron introduced Eric Hagen as the new Chief Building Official.

**PRESENTATIONS**

**4. PROCLAMATION - RECOGNITION OF SERVICE - CARRIE MATTINGLY**

City Manager Derek Johnson presented a proclamation to retiring Utilities Director Carrie Mattingly, in recognition of her service.

**PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA**

None

---End of Public Comment---

**CONSENT AGENDA**

**ACTION:** MOTION BY COUNCIL MEMBER CHRISTIANSON, SECOND BY VICE CHAIR PEASE, CARRIED 5-0 to approve Consent Calendar Items 5 thru 12.

**Public Comment**

Lea Brooks – 8

Myron Amerine – 8

Kevin Harris – 10

Myron Amerine – 12

---End of Public Comment---

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

**CARRIED 5-0**, to waive reading of all resolutions and ordinances as appropriate.

**6. SCHEDULE OF CITY COUNCIL MEETINGS FOR 2019**

**CARRIED 5-0**, to adopt the proposed 2019 regular City Council meeting schedule with meetings normally held the first and third Tuesday of every month, with the following exceptions:

1. Reschedule the Regular City Council meeting of January 1 to January 8, 2019, and
2. Cancel the Regular City Council meetings of August 6 and December 17, 2019.

**7. APPROVAL OF THE FINAL MAP FOR TRACT 3089 PHASE 1, AVILA RANCH, 175 VENTURE DRIVE (SBDV-2042-2015)**

**CARRIED 5-0**, to adopt a Resolution entitled, “A Resolution of the City Council of the City of San Luis Obispo, California, approving the final map for Tract 3089 Phase 1 Avila Ranch (175 Venture Drive, SBDV-2042-2015),” and authorizing the Mayor to execute the easements, agreements, and associated fee offers, *including the recommended changes in the staff agenda correspondence*.

**8. PLANS AND SPECIFICATIONS FOR BUCHON TRAFFIC CALMING**

**CARRIED 5-0**, to

1. Approve Plans and Specifications for Buchon Traffic Calming Measures; and
2. Authorize staff to advertise for bids and the City Manager to award the contract if the lowest responsible bid is within the Engineer’s Estimate of \$160,000; and
3. Authorize the use and transfer of \$142,000 from the City’s Neighborhood Traffic Calming budget and \$18,000 from the City’s Traffic Safety & Operations Budget to the project account.

**9. ADJUSTMENTS TO SUPPLEMENTAL SALARY SCHEDULE AND POLICY AS A RESULT OF MINIMUM WAGE INCREASES**

**CARRIED 5-0, to**

1. Adopt a Resolution entitled, "A Resolution of the City Council of the City of San Luis Obispo, California, establishing and adopting a supplemental employee salary schedule and superseding previous resolutions in conflict," as necessary to comply with California Fair Wage Act of 2016 requiring a minimum wage of \$12.00 per hour effective January 1, 2019; and
2. Adopt the revised Supplemental Employee Policy.

**10. SAN LUIS OBISPO REPERTORY THEATRE EXCLUSIVE NEGOTIATING AGREEMENT**

**CARRIED 5-0, to**

Authorize the Mayor to sign an Exclusive Negotiating Agreement with the San Luis Obispo Repertory Theatre, SLO REP, for long-term use of a portion of the Palm/Nipomo Parking Structure site to construct and operate a new theatre, based on parameters previously set forth by the City Council.

**11. REPEALING AND REPLACING RESOLUTION NO. 10894 TO REFLECT UPDATED ZONING REGULATION SECTION FOR PROPERTY MAINTENANCE STANDARDS**

**CARRIED 5-0, to** Adopt a Resolution entitled, "A Resolution of the City Council of the City of San Luis Obispo, California, repealing and replacing Resolution No. 10894 (2018) to reflect updated zoning regulation sections."

**12. ACQUISITION OF EASEMENTS FOR THE RAMONA DRIVE TO FOOTHILL BOULEVARD CLASS 1 PATH**

**CARRIED 5-0, to** Authorize the Mayor to execute easement and deed agreements in a total amount not to exceed \$423,700 including title and escrow charges in a form subject to the approval of the City Attorney.

**PUBLIC HEARING ITEMS AND BUSINESS ITEMS**

**13. WATER RESOURCE RECOVERY FACILITY PROJECT - AUTHORIZATION TO BID**

Utilities Director Carrie Mattingly and Deputy Director Dave Hix provided an in-depth staff report and responded to Council questions.

Public Comments:

Autumn Brown  
 Rosemary Wrenn  
 Scott Zimmerman  
 Daniel Mora  
 Richard Van Humbeck

Jesse Brooks  
Quinn Brady  
Tony Skinner  
Sean Perry  
Dave Baldwin  
David Gilliland  
Nick Andre  
---End of Public Comment---

**ACTION:** MOTION BY MAYOR HARMON SECOND BY COUNCIL MEMBER CHRISTIANSON, CARRIED 5-0 to:

1. Approve plans and specifications for the Water Resource Recovery Facility (WRRF) Project, Specification No. 91620; and
2. Authorize staff to advertise for construction bids pending City Engineer's approval of the bid set; and
3. Authorize the City Manager to award the contract if the lowest responsible bid is within the project construction budget of \$111,600,000; and
4. Approve amended WRRF Project-specific Construction Contract Change Order policy and authorize the Utilities Director to be responsible for construction contract change orders (CCOs) for the WRRF Project in any amount with the limitation that the sum total of all CCOs not exceed the contingency budget amount of \$13,390,000; and
5. *Incorporate the Community Workforce Agreement into WRRF Project Spec. No 91620 as approved by signatory Craft Councils and Unions affiliates and the Tri-Counties Building and Construction Trades Council, AFL-CIO as included in the Council agenda packet for the November 13, 2018 Meeting.*

#### **STUDY SESSION ITEMS**

#### **14. BOB JONES TRAIL (CALLE JOAQUIN TO OCEANAIRE) PREFERRED ALTERNATIVE SELECTION**

Public Works Director Daryl Grigsby, Transportation Manager Jake Hudson and Active Transportation Manager Adam Fukushima provided an in-depth staff report and responded to Council questions.

#### **Public Comments:**

Myron Amerine  
Lea Brooks  
Ken Kienow

---End of Public Comment---

**ACTION:** By consensus, Council directed staff to evaluate other route alternatives which are not consistent with the Bicycle Transportation Plan as part of the planning of the forthcoming Active Transportation Plan.

**RECESS**

Council recessed at 8:35 p.m. and reconvened at 8:50 p.m., with all Council Members present.

**PUBLIC HEARING ITEMS AND BUSINESS ITEMS**

**15. 2019-21 FINANCIAL PLAN PROCESS; ECONOMIC OUTLOOK, BUDGET POLICIES, AND CAPITAL IMPROVEMENT PLAN REVIEW**

Finance Director Brigitte Elke and Budget Manager Alex Ferreira provided an in-depth staff report and responded to Council questions.

Public Comments:

None

---End of Public Comment---

**ACTION:** By consensus, the Council reviewed and approved the 2019-21 Financial Plan Goal Setting Process.

**COUNCIL COMMUNICATIONS AND LIAISON REPORTS**

Vice Mayor Pease invited the public to the Police Department Community Meeting and Station tour on Thursday, December 6, 2018 and also indicated that the City Council would be participating in the annual holiday parade on Friday, December 7, 2018.

**ADJOURNMENT**

The meeting was adjourned at 10:02 p.m. The next Rescheduled Regular City Council Meeting is scheduled for Tuesday, January 8, 2019 at 6:00 p.m., in the Council Chamber, 990 Palm Street, San Luis Obispo, California.

  
Teresa Purrington  
City Clerk

APPROVED BY COUNCIL: 01/08/2019

## AMENDMENT NO. 1 TO EXCLUSIVE NEGOTIATING AGREEMENT

THIS AMENDMENT NO. 1 TO EXCLUSIVE NEGOTIATING AGREEMENT is made and entered in the City of San Luis Obispo on 5/22/2024 | 12:09 PM PDT, by and between the City of San Luis Obispo, a charter municipal corporation (“the City”) and San Luis Obispo Repertory Theatre, a California non-profit organization (“SLO REP”). The City and SLO REP are jointly referred to as the “Parties”.

### WITNESSETH:

WHEREAS, on May 22, 2019, the City and SLO REP entered into an Exclusive Negotiating Agreement (“ENA”) that set forth certain parameters, conditions, milestones, and conditions precedent to entering into a long-term lease for SLO REP to use of a portion of City property to construct and operate a new theatre building adjacent to the City’s Cultural Arts District Parking Structure, and

WHEREAS, the ENA has a five-year term that may be extended by mutual agreement of the Parties and both the City and SLO REP have a desire to continue working together towards the construction and long-term operation of a new theatre building; and

WHEREAS, both the City and SLO REP have completed and will continue to maintain their respective obligations specified in the ENA, as well as satisfy the necessary conditions precedent to lease negotiations and execution (paragraphs 5, 6, and 8), and the Parties are presently working together to move towards the preparation of a mutually agreeable lease agreement.

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

1. The Exclusive Negotiating Agreement is hereby amended as follows:
  - i. The term shall be extended for a period of six (6) months from the date of this Amendment No. 1, provided that SLO REP shall disclose to City other sites or options, if any, that it may be considering for the theatre. The ENA may be extended for an additional six (6) month period thereafter with approval by the City Manager. The additional six (6) month extension may only be considered upon SLO REP delivering a written notice of intent to proceed with final lease negotiations with the City.




- ii. Paragraph 8a., General Lease Terms, shall be amended as follows: “SLO REP shall commence construction of the Theatre no later than one (1) year after the completion of the ~~Palm Nipomo~~ Cultural Arts District Parking Structure and shall complete construction of the Theatre within three (3) years after that. SLO REP shall not commence construction of the Theatre unless SLO REP demonstrates, to the City’s Finance ~~Manager~~ Director’s reasonable satisfaction prior to ~~expiration of the year within which SLO REP is to commencement of~~ construction, that SLO REP has all of the funds necessary to design and construct, ~~as well as operate for at least one (1) years after completion of~~ construction, the Theatre, plus a 15% construction contingency, available in cash or approved financing (the “Required Funds”), and SLO REP shall also submit to the City Manager (or their delegate) a written document that demonstrates an operating reserve of 20% for the first year of operating the new theatre and three year operating plan including the establishment of a fund for building and facilities maintenance and repair.”
- iii. Paragraph 8b., General Lease Terms, shall be replaced as follows: “A lease term not-to-exceed ninety-nine (99) years.”

2. All other terms and conditions of the Exclusive Negotiating Agreement remain in full force and effect.

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


**CITY OF SAN LUIS OBISPO**

DocuSigned by:  
  
 A5990BABC9CA464...  
 Erica A. Stewart, Mayor


**SLO REPERTORY THEATRE**

DocuSigned by:  
  
 1B225AE42E304BF...  
 Kevin Harris, Managing Artistic Director

**ATTEST**

DocuSigned by:  
  
 B98BADBF9C78436...  
 Teresa Purrington, City Clerk

**APPROVED AS TO FORM**

DocuSigned by:  
  
 784AE5BC6BC44F...  
 J. Christine Dietrick, City Attorney



**Council Minutes**

**October 1, 2024, 5:30 p.m.  
Council Chambers, 990 Palm Street, San Luis Obispo**

Council Members Present: Council Member Jan Marx, Council Member Michelle Shoresman, Council Member Emily Francis (for Closed Session only,) Vice Mayor Andy Pease, Mayor Erica A. Stewart

Council Members Absent: Council Member Emily Francis (for Regular Meeting only)

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

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

1.a CALL TO ORDER

Mayor Erica A. Stewart called the Closed Session to order at 4:30 p.m. in the Council Hearing Room at City Hall, 990 Palm Street, San Luis Obispo.

Council Member Francis attended the Closed Session virtually due to illness.

1.b PUBLIC COMMENT ON CLOSED SESSION ITEMS ONLY

Public Comments:

None

*---End of Public Comment---*

1.c PUBLIC EMPLOYEE PERFORMANCE EVALUATION - GOALS

**Action:** Mayor Stewart indicated that no reportable action was taken on this item.

1.d ADJOURNMENT

The Closed Session adjourned at 5:40 p.m. **Council Member Francis left the meeting.**

**2. CALL TO ORDER**

A Regular Meeting of the San Luis Obispo City Council was called to order on October 1, 2024 at 5:45 p.m. in the Council Chambers, 990 Palm Street, San Luis Obispo, by Mayor Stewart. **Council Member Francis was absent for the Regular meeting.**

**4. PRESENTATIONS**

**4.a DOMESTIC VIOLENCE AWARENESS MONTH PROCLAMATION**

Mayor Stewart presented a proclamation declaring October as "Domestic Violence Awareness Month" to Jill LeMieux on behalf of Lumina Alliance.

**4.b FIRE PREVENTION MONTH PROCLAMATION**

Mayor Erica A. Stewart presented a proclamation declaring the month of October as "Fire Prevention Month" to Fire Chief Todd Tuggle on behalf of the San Luis Obispo Fire Department.

**4.c NATIONAL CYBERSECURITY AWARENESS MONTH PROCLAMATION**

Mayor Erica A. Stewart presented a proclamation declaring the month of October as "National Cybersecurity Awareness Month" to Interim Assistant City Manager Greg Hermann on behalf of the City's Information and Technology Department.

**4.d CAL POLY ENROLLMENT/HOUSING PRESENTATION**

The City Council received an update on enrollment and housing from Courtney Kienow, Director of Community Relations and Economic Development, Terrance Harris, Vice President of Strategic Enrollment Management, Associate Vice President for Student Affairs Jo Campbell and Vice President of Facilities Management & Development Mike McCormick at Cal Poly.

**4.e CITY MANAGER REPORT**

City Manager Whitney McDonald provided a report on upcoming projects.

**6. CONSENT AGENDA**

Council Member Shoresman requested that Item 6e be pulled from the Consent agenda for discussion.

**Motion By** Vice Mayor Pease

**Second By** Council Member Shoresman

To approve Consent Calendar Items 6a to 6d and 6g to 6h. Item 6f removed from the agenda prior to the meeting.

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

Absent (1): Council Member Francis

CARRIED (4 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 - SEPTEMBER 17, 2024 COUNCIL MINUTES

Approve the minutes of the City Council meeting held on September 17, 2024.

6.c SECOND READING AND ADOPTION OF ORDINANCE NO. 1740 (2024 SERIES) APPROVING AN AMENDMENT TO TABLE 2-1 IN TITLE 17 (ZONING REGULATIONS) OF THE MUNICIPAL CODE WITH APPROVAL OF CONDITIONAL USE PERMIT

Adopt Ordinance No. 1740 (2024 Series) entitled, "An Ordinance of the City Council of the City of San Luis Obispo, California, approving amendments to Table 2-1 (Uses Allowed by Zone) in Title 17 (Zoning Regulations) to allow Cannabis Retail Storefronts to conduct retail sales by delivery with approval of a Conditional Use Permit or by amendment to an existing Conditional Use Permit. The project is exempt from environmental review (CEQA) (CODE-0401-2024)."

6.d APPROVE A MILLS ACT HISTORICAL PROPERTY PRESERVATION AGREEMENT FOR THE SNYDER HOUSE AT 1406 MORRO STREET (HIST-0386-2024)

As recommended by the Cultural Heritage Committee, adopt a Draft Resolution entitled, "A Resolution of the City Council of the City of San Luis Obispo, California, approving a Historic Property Preservation Agreement between the City and the owner of the Snyder House at 1406 Morro Street (Application No. HIST-0386-2024)."

6.f AMENDMENT TO COMMUNITY WORKFORCE AGREEMENT FOR PRADO ROAD INTERCHANGE AND PUBLIC SAFETY CENTER PROJECTS

This item was pulled by staff and continued to a date uncertain.

6.g SECOND READING AND ADOPTION OF ORDINANCE NO. 1741 (2024 SERIES) TO AMEND QUALIFICATION FOR CONSTRUCTION BOARD OF APPEALS

Adopt Ordinance No. 1741 (2024 Series) entitled, “An Ordinance of the City Council of the City of San Luis Obispo, California, amending Section 15.04.020, Subsection N, of the San Luis Obispo Municipal Code,” which will remove the local requirement to maintain an Accessibility Board of Appeals pursuant to Health and Safety Code 19957.5.

6.h SECOND READING AND ADOPTION OF ORDINANCE NO. 1742 (2024 SERIES) TO ESTABLISH AN IMPACT FEE DEFERRAL PROGRAM FOR ELIGIBLE AFFORDABLE FOR-RENT RESIDENTIAL PROJECTS

Adopt Ordinance No. 1742 (2024 Series) entitled, “An Ordinance of the City Council of the City of San Luis Obispo, California, amending section 4.56.050 (Payment of Fees) of the Municipal Code to establish a development impact fee deferral program for eligible affordable housing projects.”

6.e AMENDMENT NO. 1 TO GRANT AGREEMENT WITH SAN LUIS OBISPO REPERTORY THEATRE

Public Comments:

Kevin Harris

*---End of Public Comment---*

**Motion By** Council Member Shoresman

**Second By** Council Member Marx

Approve Amendment No. 1 to Grant Agreement between the San Luis Obispo Repertory Theatre and the City of San Luis Obispo to provide grant funding in the additional amount of \$2,760,000 and authorize the Mayor to execute the agreement *with the following amendment made to the Agreement:*

- *Section 9 of the Agreement - The quarterly reports should begin when construction begins on the building.*

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

Absent (1): Council Member Francis

CARRIED (4 to 0)

**7. PUBLIC HEARING AND BUSINESS ITEMS**

**7.a 2023-24 ANNUAL REPORT OF THE TOURISM BUSINESS IMPROVEMENT DISTRICT**

Economic Development & Tourism Manager Molly Cano, Tourism & Community Promotions Manager Jacqui Clark-Charlesworth and TBID Chair Lydia Bates provided an in-depth staff report and responded to Council questions.

Public Comments:

None

*---End of Public Comment---*

**Motion By** Vice Mayor Pease

**Second By** Mayor Stewart

1. To receive and approve the TBID Board’s annual report for FY 2023-24; and
2. Adopt a Draft Resolution of Intention entitled, “A Resolution of the City Council of the City of San Luis Obispo, California, declaring its intention to continue the San Luis Obispo Tourism Business Improvement District, to continue the basis for and to levy the assessment for the district, and to set a date for the Public Hearing on the district and the assessment for 2024-25.”

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

Absent (1): Council Member Francis

CARRIED (4 to 0)

**7.b ANNUAL UPDATE ON IMPLEMENTATION OF THE ECONOMIC DEVELOPMENT STRATEGIC PLAN**

Deputy City Manager Greg Hermann, Economic Development & Tourism Manager Molly Cano and Economic Development Analyst McKenzie Taffe provided an in-depth staff report and responded to Council questions.

Public Comments:

Rachel Whalen

Shana Paulson

*---End of Public Comment---*

**Motion By** Council Member Marx  
**Second By** Council Member Shoresman

Receive and file the annual update on the implementation status of the Economic Development Strategic Plan (EDSP).

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

Absent (1): Council Member Francis

CARRIED (4 to 0)

7.c FISCAL YEAR 2023-24 YEAR END BUDGET REPORT

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

Public Comments:

None

*---End of Public Comment---*

**Action:** By consensus the Council directed staff to receive and file the FY 2023-24 Year End Budget Report; and the Revised Long-Term Forecast, 2025-27 Financial Plan calendar and community outreach survey in preparation for the 2025-27 financial planning process.

**10. ADJOURNMENT**

The meeting was adjourned at 9:14 p.m. The next Regular City Council Meeting is scheduled for October 15, 2024 at 5:30 p.m. in the Council Chambers at City Hall, 990 Palm Street, San Luis Obispo.

**Certificate Of Completion**

Envelope Id: 21730E0CC6364AA1BD52F77E51602650	Status: Completed
Subject: Complete with DocuSign: Amendment No. 1 to the Grant Agreement w/SLO Repertory Theatre	
Department:	
Supplier:	
Source Envelope:	
Document Pages: 23	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	City Clerk
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	990 Palm Street
	San Luis Obispo, CA 93422
	cityclerk@slocity.org
	IP Address: 104.129.202.91


**Record Tracking**

Status: Original 10/2/2024 8:56:07 AM	Holder: City Clerk cityclerk@slocity.org	Location: DocuSign
--	---	--------------------

**Signer Events**

Kevin Harris  
kevinharris@slorep.org  
Security Level: Email, Account Authentication (None)

**Signature**

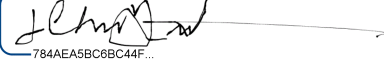
Signed by:  
  
4DB1E5875C1D420...  
Signature Adoption: Pre-selected Style  
Using IP Address: 74.82.136.77

**Timestamp**

Sent: 10/3/2024 8:52:21 AM  
Viewed: 10/3/2024 11:38:44 AM  
Signed: 10/3/2024 11:38:51 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 10/3/2024 11:38:44 AM  
ID: 1f556367-1845-4f32-8cab-69ed33cbe655

Christine Dietrick  
cdietrick@slocity.org  
City Attorney  
City of San Luis Obispo  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
784AEA5BC6BC44F...  
Signature Adoption: Drawn on Device  
Using IP Address: 104.129.202.98

Sent: 10/3/2024 11:38:54 AM  
Viewed: 10/4/2024 9:20:55 AM  
Signed: 10/4/2024 9:21:01 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign


Erica A. Stewart  
estewart@slocity.org  
SLO City Council Member  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
A5990BABC9CA464...  
Signature Adoption: Drawn on Device  
Using IP Address: 97.93.29.191  
Signed using mobile

Sent: 10/4/2024 9:21:04 AM  
Viewed: 10/5/2024 8:53:21 AM  
Signed: 10/5/2024 8:53:48 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 9/30/2020 7:31:22 PM  
ID: aa497747-f8b8-4523-88a2-abadbf479cff

Teresa Purrington  
tpurrington@slocity.org  
City Clerk  
City of San Luis Obispo  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
B98BADBF9C78436...  
Signature Adoption: Uploaded Signature Image  
Using IP Address: 174.87.88.145  
Signed using mobile

Sent: 10/5/2024 8:53:50 AM  
Viewed: 10/6/2024 5:30:14 AM  
Signed: 10/6/2024 5:30:22 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign



In Person Signer Events	Signature	Timestamp
<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
Robert Hill rhill@slocity.org Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 8/5/2024 3:55:55 PM ID: 8a7b5827-e37e-46c1-808e-5d7ea72068b0	<b>COPIED</b>	Sent: 10/6/2024 5:30:25 AM Viewed: 10/7/2024 11:41:30 AM
Greg Hermann ghermann@slocity.org Deputy City Manager Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 10/3/2024 1:26:19 PM ID: c1a25912-27f2-44df-9477-96f06dc717c2	<b>COPIED</b>	Sent: 10/6/2024 5:30:26 AM
Dan Clancy dclancy@slocity.org Purchasing Analyst City of San Luis Obispo Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 10/6/2024 5:30:27 AM
<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	10/3/2024 8:52:21 AM
Certified Delivered	Security Checked	10/6/2024 5:30:14 AM
Signing Complete	Security Checked	10/6/2024 5:30:22 AM
Completed	Security Checked	10/6/2024 5:30:27 AM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Carahsoft OBO City of San Luis Obispo (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Carahsoft OBO City of San Luis Obispo:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: keriksso@slocity.org

**To advise Carahsoft OBO City of San Luis Obispo of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at keriksso@slocity.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from Carahsoft OBO City of San Luis Obispo**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to keriksso@slocity.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Carahsoft OBO City of San Luis Obispo**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to keriksso@slocity.org and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Carahsoft OBO City of San Luis Obispo as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carahsoft OBO City of San Luis Obispo during the course of my relationship with you.