



**\*\*\*SPECIAL MEETING\*\*\***

**RTA BOARD AGENDA**

**Wednesday, April 3, 2019  
CITY COUNCIL CHAMBERS  
ATASCADERO CITY HALL  
6500 Palma Ave, Atascadero, CA 93422**

**RTA Special Meeting will immediately follow SLOCOG Board Meeting, start time will be approximately 11:30 a.m.**

The *AGENDA* is available/posted at: <http://www.slorta.org>

**President: Fred Strong**

**Vice President: John Peschong**

Board Members:

John Peschong (First District – SLO County)  
Bruce Gibson (Second District – SLO County)  
Adam Hill (Third District – SLO County)  
Lynn Compton (Fourth District – SLO County)  
Debbie Arnold (Fifth District – SLO County)  
Jimmy Paulding (Arroyo Grande)

Heather Moreno (Atascadero)  
Jeff Lee (Grover Beach)  
Robert Davis (Morro Bay)  
Fred Strong (Paso Robles)  
Ed Waage (Pismo Beach)  
Andy Pease (San Luis Obispo)

Individuals wishing accessibility accommodations at this meeting under the Americans with Disabilities Act (ADA) may request such accommodations to aid hearing, visual, or mobility impairment (including Limited English Proficiency [LEP]) by contacting the RTA offices at 781-4833. Please note that 48 hours advance notice will be necessary to honor a request.

**CALL TO ORDER AND ROLL CALL**

**PUBLIC COMMENT:** The Board reserves this portion of the agenda for members of the public to address the San Luis Obispo Regional Transit Authority Board on any items not on the agenda and within the jurisdiction of the Board. Comments are limited to three minutes per speaker. The Board will listen to all communication, but in compliance with the Brown Act, will not take any action on items that are not on the agenda.

**A. ACTION AGENDA**

A-1 Public Bid Opening: Short-Term License for Parking Yard at 253 Elks Lane (Action)

**B. CONSENT AGENDA:** (Roll Call Vote) the following items are considered routine and non-controversial by staff and will be approved by one motion if no member of the RTA or public wishes an item be removed. If discussion is desired by anyone, the item will be removed from the consent agenda and will be considered separately. Questions of clarification may be made by RTA Board members, without the removal of the item from the Consent Agenda. Staff recommendations for each item are noted following the item.

- B-1 Agreement with CPS HR Consulting for Audit and Compliance Review (Approve)
- B-2 Authorize Executive Director to Terminate Lease for U-Haul Tenant at 253 Elks Lane and Negotiate Relocation Terms (Approve)

**C. INFORMATION AGENDA**

- C-1 Funding Scenarios for New Bus Maintenance Facility (Verbal - Receive and File)

**D. CLOSED SESSION ITEMS**

None

**E. BOARD MEMBER COMMENTS**

Next regularly-scheduled RTA Board meeting on May 1, 2019

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

**APRIL 3, 2019**

**STAFF REPORT**

**AGENDA ITEM:** A-1

**TOPIC:** Public Bid Opening: Short-Term License at 253 Elks Lane

**ACTION:** Approve

**PRESENTED BY:** Geoff Straw, Executive Director

**STAFF RECOMMENDATION:** Authorize Executive Director to Negotiate Short-Term License for Parking Yard Use

**BACKGROUND/DISCUSSION:**

The RTA purchased land at 253 Elks Lane in June 2014 for the purpose of constructing a long-term bus operations and maintenance facility. The RTA expects to begin ground-moving work on the new bus maintenance facility in May 2020. , so there is an opportunity to earn program income by renting the property

The RTA published a Request for Proposals for a short-term license to use the vacant portion of our property as a parking or construction “laydown” yard. The RFP was posted on our website on March 8<sup>th</sup> and advertised it as a legal notice in The Tribune on March 14<sup>th</sup>. Only one organization attended the non-mandatory pre-bid meeting at the site on March 13<sup>th</sup>.

Staff will conduct a public opening of the bids at the April 3<sup>rd</sup> Board meeting and seek the Board’s direction on negotiating the final License Agreement. A draft License Agreement is attached, which was also included in the RFP.

**Staff Recommendation**

Conduct a Public Bid Opening, and authorize the RTA Executive Director to finalize the terms of and execute the License Agreement.

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## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** is entered into between the San Luis Obispo Regional Transit Authority, a joint powers agency in the State of California (RTA), and [REDACTED] (“Licensee”) with respect to the Premises hereinafter described.

**WHEREAS**, the RTA owns real property located at 253 Elks Lane in the City of San Luis Obispo, described as APN 053-041-071; and

**WHEREAS**, in accordance with California Government Code section 25526.6, the RTA may license or permit for use any real property of the RTA to a licensee in the manner and upon the terms and conditions as the board determines, upon a finding that the conveyance is in the public interest and that the land conveyed will not substantially conflict or interfere with the use of the property by the RTA; and

**WHEREAS**, it is in the best interest of the public for the RTA and Licensee to enter into a License Agreement to provide an equipment storage yard.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the RTA and Licensee (the Parties) agree as follows:

1. **Incorporation of Recitals:** The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this License Agreement as if set forth in full.
2. **Grant and Description of Premises:** the RTA, for and in consideration of the promises contained herein, grants to Licensee the nonexclusive right and privilege to use the fenced portion of the Premises for the purpose of vehicle and equipment storage.
3. **Condition of Premises:** The use of the Premises by Licensee shall, in itself, constitute acknowledgment that the Premises is in good and tenantable condition. Licensee agrees to accept the Premises in its existing condition, “as is,” with no repairs, warranties or reports provided by the RTA. The RTA shall not be obligated to make any alterations, additions or betterment thereto.
4. **Term:** The Term of this License Agreement commences upon full execution of the License Agreement, with the RTA being the last party to sign (the Commencement Date) and shall expire on April 1, 2020 (Initial Term), with an option to extend as described in Paragraph 5 below.
5. **Mutual Option to Extend:** Within three (3) months prior to the expiration date of the Initial Term of the License Agreement, and with the mutual written consent of the RTA Executive Director, or Director’s designee (Director) and Licensee, Licensee may notify the RTA, in writing, of its desire to extend the term of the License Agreement on a

month-to-month basis not to exceed three (3) months (Extended Term). The right of the RTA to negotiate with Licensee any extension of this License Agreement pursuant to this paragraph is subject to the satisfaction of the following conditions precedent:

a. The License Agreement shall be in effect and Licensee shall not be in default at the time written notice is given and on the last day of the expiring Initial Term of the License Agreement;

b. Licensee shall not have incurred or received more than one written notice of default under the License Agreement during the then current License Agreement Term;

c. All parties must accept the terms and conditions of the Extended Term in writing prior to any effective extension. If the term of this License Agreement is not extended as provided in this Paragraph, this License Agreement and Licensee's right of possession shall terminate at the end of the Initial Term.

**6. License Fee:** Consideration for issuance of this License Agreement shall be Licensee's operation, maintenance and repair of the Premises to County's standards or better in lieu of the RTA's obligation to do the same and a monthly license fee of \$ [REDACTED] based on the Licensee's proposal (see Exhibit "A"). The license fee is due prior to the first of each month. The RTA has the right to enter and inspect the premises and direct Licensee to do specific operations and maintenance of the premises by a specified date.

**7. Surrender:** Except for modifications to be retained for the benefit of the RTA, at the RTA's discretion, as determined at the time of termination of this License Agreement, Licensee shall surrender the use of the Premises unto the RTA on the last day of the Initial Term, or any Extended Term, or sooner termination of this License Agreement in the same condition as when received at the sole cost and expense of Licensee, reasonable use and wear excepted.

**8. Use of Premises and Obligation to Maintain Premises:**

a. Licensee's use of the Premises shall at all times be in compliance with all laws including, but not limited to, federal and state Constitutions, federal and state statutes, implementing regulations, local ordinances and agency rulings whether or not these laws are enacted or promulgated as urgency measures under police powers or for health and safety reasons whether currently existing, amended or new enactments. Licensee expressly agrees at all times during the term of this License Agreement including any extensions or renewals, at its own cost and expense, to maintain and operate the entire fenced area and areas adjacent, in a clean, safe, wholesome and sanitary condition, free of

weeds, trash, garbage or obstruction of any kind, and in compliance with any and all present and future laws, rules or regulations of any governmental authority, now or at any time during the term of this License Agreement in force, relating to sanitation or public health, safety or welfare.

**b.** Licensee shall be solely responsible for providing all services, equipment, supplies, and personnel for the construction, administration, staffing, operation, maintenance and repair of the Premises. Licensee shall comply with all labor laws and tax laws.

Any and all improvements, alterations, or additions, whether major or minor to be undertaken, shall be administered as directed in Paragraph 11 below.

**9. Utility Improvements:** Utility services may be installed by Licensee and all utility services will be separately metered. Said separate meters and utility services will be installed by Licensee at Licensee's sole cost and expense.

Licensee will contact Underground Service Alert (USA), a State agency, to facilitate the marking of the Premises where underground utility lines reside (electrical, gas, water, fiber-optic cables, etc.). Licensee will avoid underground utilities, as indicated by USA markings, when performing any improvements at the Premises.

Licensee agrees to work with the RTA to coordinate the installation of such utilities on the Premises as to minimize any destruction and/or disruption to the adjacent lessee (U-Haul dealership).

**10. Ownership of Improvements:** Title to improvements on the Premises at the License Agreement Commencement Date is retained by the RTA. This License Agreement is subject to any rights of ownership in the improvements. The ownership of any and all additional alterations, additions and approved improvements constructed by Licensee, if any, shall remain in Licensee until expiration, or sooner termination, of the Initial Term, including any Extended Term, of this License Agreement.

Upon termination of this License Agreement, all alterations, additions and improvements made in, to or on the Premises shall, without compensation to Licensee, become RTA property free and clear of all claims to or against them by Licensee or any third person, and Licensee shall defend and indemnify the RTA against all liability and loss arising from such claims or from the RTA's exercise of the rights conferred by this paragraph. Any and all additional improvements shall remain upon and be surrendered as a part of the Premises; provided however, upon the RTA's request, Licensee shall remove those additions, alterations, signs or improvements as may be specified by the RTA, and repair and restore the Premises to a condition satisfactory to the RTA at Licensee's sole cost and

expense prior to expiration of the License Agreement term. Should Licensee fail to remove or dispose of the property as herein provided, the RTA may, at its election, consider such property abandoned or may dispose of same at Licensee's expense, and Licensee shall reimburse the RTA for said expense on demand. Also, at the expiration or earlier termination of this License Agreement, Licensee shall quit and surrender the Premises including real property improvements in a good state of repair, damage by matters over which Licensee has no control excepted, provided that such exculpatory provisions shall not extend to any risk which Licensee is required to insure against as provided herein.

**11. Capital Improvements:** Any and all improvements, alterations, or additions, including the improvements specified in Paragraph 8 and 9 above, whether major or minor, to be undertaken hereunder shall be administered as follows:

**a.** Licensee agrees to submit to the Director for review and approval, all plans including specifications, working drawings, and other information required by the Director, covering the improvement or proposed project. Said plans shall be submitted to the Director for the Director's approval at least fourteen (14) days in advance of submittal to the City of San Luis Obispo and/or any other regulatory agency having jurisdiction over the Project. Additionally, if any of the improvements require a licensed contractor, Licensee shall submit verification of the appropriate California licensure, registration with the Department of Industrial Relations, and verification of sufficient insurance and bonding of the licensed contractor. If the Director, objects to all or any portion of the proposed plans, the Director shall state the objections specifically, and Licensee shall make the changes specified and resubmit the plans as revised for the Director's approval as herein provided.

Approval and authorization by the Director shall not be unreasonably withheld. Nothing contained herein shall be construed by Licensee to be a waiver by the Director of Licensee's need to acquire building and construction permits including, but not limited to, required permits from the City of San Luis Obispo, the County Environmental Health Department, and other applicable licenses or approvals through governmental processes. The approval of any plans by the Director shall constitute an action of the RTA in its proprietary capacity only and shall in no way excuse Licensee from complying with any laws, rules, regulations, and ordinances regarding the development and use of the Premises. Further, no approval by the Director shall limit the exercise of discretion in the review process by any City or County officer, board, or commission, or the RTA Board of Directors.

**b.** Upon issuance of a building permit from the City of San Luis Obispo, Licensee shall deliver to the RTA the Final Construction Drawings approved by the City.



c. Upon completion of construction of the any improvements and issuance of a Notice of Completion by the City of San Luis Obispo, Licensee shall deliver to the RTA the Final Plans approved by the City.

d. Director shall have the right to perform a final inspection of the Premises and if it is determined that the Premises is in compliance with the aforementioned terms and conditions, the Director shall issue a written statement of compliance acknowledging completion of the Project consistent with the terms of this License Agreement. Nothing herein shall be construed to be a waiver by the Director of Licensee's need to obtain final inspections and approvals from other required entities. Licensee shall protect the Premises from any lien or charges whatsoever, by reason of said capital improvements. Any improvements shall comply with current prevailing wage laws, as applicable. Licensee shall be solely liable for said compliance and shall defend and indemnify the RTA against any claim to the contrary.

e. Licensee shall be required to follow all applicable federal guidelines on performance security to ensure the improvements are constructed pursuant to any approved design. In the event legal action is required to enforce performance, Licensee will pay to the RTA its reasonable attorney's fees and costs as determined by a court of law.

**12. Signs:** Licensee, at its sole cost and expense, subject to prior written approval by Director may place signs on the Premises. Signs shall conform to any and all sign ordinances of the City of San Luis Obispo.

**13. Licensee's Personal Property:** Title to all personal property, moveable furniture, and movable equipment provided by Licensee will remain in Licensee's ownership. Furniture and equipment affixed to the real property in any way will be considered a capital improvement and will be subject to the terms of Paragraph 9 above. Upon the removal of personal property by Licensee, whether such removal is upon termination of this License Agreement or at any time prior thereto, Licensee will repair all damage to the Premises caused by the addition or removal of such property. The RTA will not be obligated to repair, restore, refurbish, or otherwise incur any expense regarding personal property of Licensee. If Licensee elects to attach personal property to the Premises that Licensee does not wish to be considered a capital improvement, a written request to exclude this personal property from capital improvements will be submitted to Director for written approval prior to installation of the personal property.

**14. Equipment and Fixtures:** The RTA shall not be obligated to repair, restore, refurbish, or otherwise incur any expense in improving and/or changing the condition of the equipment, fixtures, furnishings, inventory, or other personal property of Licensee.

15. **Title:** Licensee hereby acknowledges that fee title to the Premises is vested in the RTA and hereby covenants and agrees never to challenge, contest or resist said title. Licensee may not acquire any right to the Premises by adverse possession or otherwise. The parties agree that the RTA is not transferring a leasehold interest in the Premises to Licensee by virtue of this License Agreement.

16. **RTA's Personal Property:** RTA shall retain title to all RTA's personal property at the Premises and Licensee will maintain said personal property during the term of this License Agreement. Any improvements hereafter added by the RTA, at the RTA's expense, will remain the personal property of the RTA.

17. **Utility Expenses:** Licensee shall pay, during the term of this License Agreement and any extensions or renewals thereof, all charges for utility services used on the Premises, including but not be limited to, water, sewer, trash, electric, gas, internet and telephone.

18. **Utility Conservation:** Licensee will not waste electricity or water and agrees to cooperate fully with the RTA to assure the most effective and economical use of utility services provided to the Premises.

19. **Janitorial:** Licensee shall be solely responsible for complete janitorial services and the furnishing of janitorial supplies to the Premises including rubbish and trash removal, and weed abatement at the Premises including along the frontages of Prado Road and Elks Lane.

20. **Maintenance and Repairs:** Licensee will be responsible for all costs of operations, maintenance and repairs to the Premises and any and all improvements, alterations and additions, including, but not limited to, landscaping, fencing, lighting (exterior and interior), electrical, gas, plumbing, heating and air conditioning, roofing, paint, windows, doors, landscaping, and asphalt. If within fifteen (15) days of written notification by the RTA, Licensee fails or neglects to commence maintenance and/or repair obligations as requested by the RTA, the RTA may, at its option, perform such necessary maintenance and/or repairs and bill Licensee for actual cost of said maintenance. Licensee shall promptly reimburse the RTA upon the RTA's written request.

In the event of an emergency, the RTA may take action on the Premises as may be required for the protection of persons or property, and Licensee will reimburse the RTA for the RTA's reasonable expenses related to the emergency action. Licensee shall, at all times and at Licensee's expense, do all things reasonably necessary to protect the Premises used by Licensee. Licensee shall not grant, with respect to the Premises, easements, rights-of-way, licenses or permits.

**21. Safety:** Licensee will immediately correct any unsafe condition of the Premises as well as any unsafe practices occurring thereon. Licensee will obtain emergency medical care for any member of the public who is in need thereof because of illness or injury. Licensee will operate the Premises in a manner to protect the health, safety, and welfare of the general public. Licensee agrees to take all reasonable precautions to protect the Premises from damage, theft, vandalism and other such hazards.

**22. Employees of Licensee:** All employees, agents, assignees and sub-lessees of Licensee will be appropriately licensed when required by law. All such employees, agents, assignees and sub-lessees will be employees, agents, or assignees of Licensee only and will not in any instance be, or be construed to be, employees, agents, or assignees of the RTA.

**23. Smoke Free Workplace:** Licensee shall comply with and observe any and all applicable statutes, ordinances, rules and regulations, including, those of the federal, state, municipal, County or other public authority regulating smoking on the Premises, including those statutes, ordinances, rules and regulations applying to buildings or structures owned, leased or otherwise operated by the RTA to conduct RTA business. Notwithstanding any smoking prohibition set forth by County ordinance, Licensee may request written approval of a designated smoking area by the County Public Health Officer, if permitted by law or statute.

**24. Drug Free Workplace:** Licensee and its employees will comply with all laws related to a drug free workplace. Neither Licensee nor its employees will unlawfully manufacture, distribute, dispense, possess, or use controlled substances, including but not limited to marijuana, heroin, cocaine, methamphetamine, or amphetamines at any of Licensee's facilities or RTA's facilities or work sites.

**25. Illegal Harassment Warranty:** Licensee has a duty and obligation to fully train its employees regarding behavior prohibited by law that constitutes any illegal harassment, including but not limited to, discriminatory harassment, sexual harassment and gender harassment.

**26. Licensee's Responsibility for Compliance:** Licensee shall at all times observe and comply with, and shall cause all his agents, employees and sublessors to observe and comply with all present and future laws, statutes, ordinances, regulations, rules, resolutions, or other binding enactments of any governmental authority, now or at any time during the term of this License Agreement and any extensions thereof. If any future policies and procedures are passed by the RTA Board of Directors and said policy enactment has any impact fiscal or otherwise on Licensee, and if Licensee does not make a timely objection to the RTA during course of policy process, Licensee will be deemed to have

waived any right to object at a later time and waives all damages flowing therefrom. Licensee shall and does hereby assume responsibility for payment of any and all licenses applicable to Licensee's operation on the Premises.

**27. Non-Discrimination:** Licensee shall not discriminate against any person or class of persons in violation of the Civil Rights Act of 1964 as amended or any other applicable laws prohibiting discrimination in the use of the Premises.

**28. Americans With Disabilities Act:** Licensee shall be responsible for new construction and any alterations to the Premises which are necessary to comply with the Americans With Disabilities Act of 1990, 42 U.S.C. sect. 12101 et seq., as currently enacted and in accordance with applicable laws.

**29. Public Records:** Any and all written information submitted to and/or obtained by the RTA from Licensee or any other person or entity having to do with or related to this License Agreement and/or the Premises, either pursuant to this License Agreement or otherwise, at the option of the RTA, may be treated as a public record open to inspection by the public pursuant to the California Records Act (Government Code Section 6250 et seq.), as now in force or hereafter amended, or any Act in substitution thereof, or otherwise made available to the public and Licensee hereby waives, for itself, its agents, employees, subtenants, and any person claiming by, through or under Licensee, any right or claim that any such information is not public record or that the same is trade secret or confidential information and hereby agrees to indemnify and hold harmless from any and all claims, demands, liabilities, and/or obligations arising out of or resulting from a claim by Licensee or any third party that such information is a trade secret, or confidential, or not subject to inspection by the public, including without limitation reasonable attorneys' fees and costs.

**30. Business Hours:** It is understood and agreed that the hours of Licensee's business operations shall be defined in Licensee's permit with the City. If required by the City or another governmental/regulatory agency, Licensee shall propose idle reduction strategies, air pollution control strategies, and noise-reduction techniques in its permit that will go into effect at the time the permit is executed in order to reduce noise and/or pollution impacts.

**31. Indemnification:** To the fullest extent permitted by law, Licensee shall indemnify, defend, and hold harmless the RTA and its officers, agents, employees, and volunteers from and against all claims, demands, damages, liabilities, loss, costs, and expense (including attorney's fees and costs of litigation) of every nature arising out of or in connection with Licensee's performance or attempted performance of any obligation or duty

provided for or relating to this License Agreement and/or the Premises, except such loss or damage which was caused by sole negligence or willful misconduct of the RTA. It is the intent of the parties to provide the RTA the fullest indemnification, defense, and hold harmless rights allowed under the law. If any word(s) continued herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this License Agreement and the remaining language shall be given full force and effect.

**32. Insurance:** Licensee shall obtain and maintain for the entire term of the License Agreement and Licensee shall not perform any work under this License Agreement until after Licensee has obtained insurance complying with the provisions of this paragraph. Said policies shall be issued by companies authorized to do business in the State of California. Licensee shall maintain said insurance in force at all times. The following coverage with the following features shall be provided:

**a. Commercial Liability Insurance:** Licensee shall maintain in full force and effect for the period covered by this License Agreement, commercial liability insurance. This insurance shall include, but shall not be limited to, comprehensive general and automobile liability insurance providing protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any act or occurrence arising out of Licensee's operations in the performance of this License Agreement, including, without limitation, acts involving vehicles. The policy shall be in the form of Insurance Services Office (ISO) Form CG 00 01 covering commercial general liability on an "occurrence" basis for bodily injury and property damage, personal injury and advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit. The following endorsements must be attached to the policy:

- i. If the insurance policy covers on an "accident" basis, it must be changed to "occurrence".
- ii. The policy must cover personal injury as well as bodily injury.
- iii. Blanket Contractual liability must be afforded and the policy must contain a cross liability or severability of interest endorsement.

**b. Workers' Compensation Insurance:** In accordance with the provisions of sections 3700 et seq. of the California Labor Code, if Licensee has any employees, Licensee is required to be insured against liability for workers' compensation or to undertake self-insurance. Licensee agrees to comply with such provisions before

commencing the performance of this License Agreement.

c. **Primary Coverage.** For any claims related to this License Agreement, Licensee's insurance coverage shall be primary insurance as respect to the RTA, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the RTA, its officers, officials, employees, or volunteers shall be excess of the Licensee's insurance and shall not contribute with it.

d. **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the RTA.

e. **Waiver of Subrogation.** Licensee hereby grants to the RTA a waiver of any right to subrogation which any insurer of said Licensee may acquire against the RTA by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the RTA has received a waiver of subrogation endorsement from the insurer.

f. **Additional Insureds to Be Covered:** The commercial general liability policies shall name "San Luis Obispo Regional Transit Authority, its officers and employees" as additional insureds. The policy shall provide that the Licensee's insurance will operate as primary insurance and that no other insurance maintained by the RTA, or additional insureds will be called upon to contribute to a loss hereunder.

g. **Certification of Coverage:** Within fifteen (15) calendar days of the first day of the commencement date of this License Agreement, Licensee shall furnish the RTA with the following for each insurance policy required to be maintained by this License Agreement, and annually thereafter:

i. A copy of the Certificate of Insurance shall be provided. The certificate of insurance must include a certification that the policy will not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the RTA.

ii. A Workers' Compensation certificate of insurance must be provided.

iii. Upon written request by the RTA, the Licensee shall provide a copy of the complete insurance policy.

iv. Approval of Insurance by the RTA shall not relieve or decrease the extent to which the Licensee may be held responsible for payment of damages resulting from Licensee's services or operations pursuant to this License Agreement. Further, the RTA's act of acceptance of an insurance policy does not waive or relieve Licensee's

obligations to provide the insurance coverage required by the specific written provisions of this License Agreement.

**33. Effect of Failure or Refusal:** If Licensee fails or refuses to procure or maintain the insurance required by this License Agreement, or fails or refuses to furnish the RTA with the certifications required by subparagraph G above, the RTA shall have the right, at its option, to forthwith terminate the License Agreement for cause.

**34. Taxes:** As a qualified joint powers agency, the County Assessor's Office has determined that SLORTA shall not be liable for possessory interest taxes or personal property taxes.

**35. Notices:** Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified or registered mail as follows:

To the Licensee at:

<<licensee name>>  
<<Attn: name>>  
<<mailing address>>  
<city, state, zip>>

To the RTA at: San Luis Obispo Regional Transit Authority  
Attn: Executive Director  
179 Cross Street  
San Luis Obispo, CA 93401

The address to which the notices may be mailed as aforesaid by either party may be changed by written notice given by such party to the other as herein before provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

**36. Termination and Breach:** If any of the following occur, the Director shall have the right to terminate this License Agreement effective immediately for cause upon giving written notice to Licensee:

- a. Licensee fails to perform its duties to the satisfaction of the Director including the accumulation of multiple less-significant instances of failure to perform in accordance with this License Agreement; or
- b. Licensee fails to fulfill in a timely and professional manner its legal and contractual obligations under this License Agreement.

At the discretion of the Director, Licensee may be allowed ten (10) days after receiving written notice to correct any breach hereunder. Failure to correct the breach will result in immediate possession of the Premises. The exercise of the remedies provided for in

this section shall be cumulative and in no way affect or replace other remedies available to the RTA.

**37. Waiver of Claim:** Licensee hereby unconditionally waives any claim against the RTA, its officers, agents or employees for damage or loss caused by any suit during the term of this License Agreement or in the future. Any action, proceeding or claim, directly or indirectly, attacking the validity of this License Agreement, or any part thereof, shall be the sole responsibility and liability of Licensee.

**38. Limitation of Actions:** Licensee shall have no other legal or equitable rights, entitlements or interests other than those expressly stated in this License Agreement. This will apply regardless of any information exchanged or representations made by RTA staff or others during negotiations, prior to execution, or after execution. No representation by RTA staff shall be binding unless said provision is in writing and signed by the RTA Board of Directors prior to the effective date.

**39. Lost Revenue:** If the Premises are closed for any reason including, but not limited to, war, armed conflict, public emergency, public nuisance, calamity, fire, earthquake, flood, act of God, strike, or similar act which shall prevent performance of this License Agreement in accordance with the rights and privileges granted herein, RTA shall not be liable to Licensee for any lost revenues. If Licensee's business is interrupted, the RTA shall not be liable to Licensee for any lost revenues or claims against Licensee from third parties including, but not limited, to Licensee's employees.

**40. Eminent Domain:** If the whole of the Premises shall be taken or condemned by any competent authority under power of eminent domain for a public or quasi-public use or purpose, then the license given shall cease and terminate as of the date actual physical possession of the Premises is taken by the condemnor. All compensation and damages awarded for such total taking shall belong to and be the sole property of the RTA. In the event that there shall be partial taking of the Premises during the term of this License Agreement under the power of eminent domain, this License Agreement shall terminate as to that the portion of the Premises so taken on the date when actual physical possession of said portion is taken by the condemnor, but this License Agreement shall at the RTA's option, continue in force and effect. The compensation and damages for such partial taking shall belong to and be sole property of the RTA. .

**41. Destruction of Premises:** Should any matter or condition beyond the control of the parties hereto, such as war, public emergency, or calamity, fire, earthquake, flood, act of God, strike, or any other labor disturbance prevent performance of this License Agreement in accordance with the rights and privileges granted herein, this License



Agreement shall immediately be terminated and the RTA shall be under no obligation to Licensee by reason of said matter or condition.

Should any aforementioned matter or condition create eligibility for Federal, State or any other governmental jurisdictional relief assistance and/or aid, both parties agree to take all reasonable steps necessary to procure such assistance and/or aid, in their respective capacities at the time of such application.

**42. Hazardous Waste:** Licensee shall at all times and in all respects comply with all federal, state and local laws, ordinances and regulations (Hazardous Materials Laws) relating to industrial hygiene, environmental protection, or the use, analysis, generation, manufacture, storage, disposal or transportation of any oil, fuels, gasoline, flammable explosives, asbestos, UREA formaldehyde, radioactive materials or waste, or other hazardous, toxic, contaminated or polluting materials, substances or wastes, including, without limitation, any "hazardous substances," "Hazardous wastes," "hazardous materials" or "TOXIC SUBSTANCES" under such laws, ordinance or regulations (collectively Hazardous Materials). Licensee shall, except in the event of the RTA's sole negligence, indemnify, defend, protect and hold the RTA, each of the RTA's officers, directors, employees, agents, attorneys, successors and assigns, free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses or expenses or death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly by: (a) the presence in, on, under or about the Premises or discharge in or from the Premises of any Hazardous Materials or Licensee's use, analysis, storage, transportation, disposal, release, threatened release, discharge or generation of Hazardous Materials, to, in, on, under, or about or from the Premises, or (b) Licensee's failure to comply with any Hazardous Materials law. Licensee's or the RTA's obligations hereunder shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary repair, clean-up, or detoxification or decontamination of the Premises, and the preparation and implementation of any closure, remedial action or other required plans in connection therewith caused by Licensee and the RTA and shall survive the expiration or earlier termination of the term of this License Agreement. For purposes of the release and indemnity provisions hereof, any acts or omissions of the RTA, or by employees, agents, assignees, lessors, or sublessors of the RTA or others acting for or on behalf of the RTA (whether or not they are negligent, intentional, willful or unlawful) shall be strictly attributable to the RTA.

**43. Storm Water Control Plan and Storm Water Management:** Licensee shall adhere to the requirements of the State Water Resources Control Board (State Board)

that governs stormwater and non-stormwater discharges pertaining to the Premises. Activities performed on the Premises shall conform to all current and future requirements established by the State Board. Further, Licensee shall be responsible for developing a new Stormwater Pollution Prevention Plan (SWPPP) including a Spill Response Plan that is acceptable to the RTA and the City of San Luis Obispo, for Licensee's use of the Premises. In order to verify compliance with the measures in the SWPPP, the Licensee shall allow the RTA to inspect the Premises up to twice annually and will cooperate with the RTA to correct any violations to the SWPPP and fulfilling the reporting requirements to the State Board. Failure to correct any violation and/or cooperate with the RTA in fulfilling these requirements will be deemed a failure of performance as defined in section 37 of this agreement.

**44. Severability:** The invalidity of any provision of this License Agreement shall not affect the validity, enforceability of any other provisions of this License Agreement.

**45. Law:** This License Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this License Agreement shall be determined and governed by the laws of the State of California.

**46. Venue:** San Luis Obispo County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this License Agreement.

**47. Authority to Execute this License Agreement** Any individual executing this License Agreement on behalf of Licensee represents and warrants that he/she is duly authorized to execute and deliver this License Agreement on behalf of the Licensee, and that this License Agreement is binding upon Licensee in accordance with its terms.

**48. Waiver of License Agreement Terms:** No waiver by either party at any time of any of the terms, conditions or covenants of this License Agreement shall be deemed as a waiver at any time thereafter of that same or of any other terms, condition or covenant herein contained, nor of the strict and prompt performance thereof. No delay, failure or omission of the RTA to re-enter the Premises or to exercise any right, power or privilege or option arising from any default, nor any subsequent acceptance of rent than or thereafter accrued shall impair any such right, power or privilege or option or be construed as a waiver of such default or a relinquishment of any right or acquiescence therein. No notice to Licensee shall be required to restore or revive after the waiver by the RTA of any default. No option, right, power, remedy or privilege of the RTA shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given to the RTA by this License Agreement shall be deemed cumulative.

49. **Assignment of License Agreement:** Licensee will not assign, transfer, or delegate this License Agreement or any interest therein. Any attempt by Licensee to transfer this License Agreement will terminate it.

50. **Entire Agreement and Modifications:** This License Agreement and the attached Exhibits herein made a part of this License Agreement by reference, embodies the whole License Agreement between the parties hereto as it pertains to the subject real property and there are no promised terms, conditions, or obligations referring to the subject matter hereof, other than as contained herein. Any alterations, changes or modifications to this License Agreement must be in writing and executed by both Licensee and the RTA.

//////////NOTHING FURTHER EXCEPT SIGNATURES PAST THIS POINT////////  
//////////

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**IN WITNESS WHEREOF**, the parties hereto have executed this License Agreement  
this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**SAN LUIS OBISPO REGIONAL TRANSIT  
AUTHORITY**

**LICENSEE**

By:

\_\_\_\_\_  
President of the RTA Board of Directors

Legal Name of Organization:

\_\_\_\_\_

APPROVED BY THE BOARD OF  
SUPERVISORS

This \_\_\_\_\_ day of \_\_\_\_\_, 2019

ATTEST:

\_\_\_\_\_  
Clerk of the RTA Board of Directors

By:

\_\_\_\_\_

Authorized Representative

Date:

\_\_\_\_\_

APPROVED AS TO FORM AND LEGAL  
EFFECT:

RITA L. NEAL  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

Date: \_\_\_\_\_

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**Exhibit A – Proposal Submitted by Licensee in Response to the RTA’s RFP**

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**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

**APRIL 3, 2019**

**STAFF REPORT**

**AGENDA ITEM:** B-1

**TOPIC:** Agreement with CPS HR Consulting for Audit and Compliance Review

**ACTION:** Approve

**PRESENTED BY:** Geoff Straw, Executive Director

**STAFF RECOMMENDATION:** Authorize Executive Director to Execute Agreement with CPS HR Consulting for Audit and Compliance Review

**BACKGROUND/DISCUSSION:**

In order to ensure the RTA is adhering to best practices associated with legal requirements and policies and procedures adopted by the RTA Board regarding human resources are being followed and in the best interest of the agency, the RTA has worked with the County of San Luis Obispo to identify an outside agency that could provide a professional review. They identified CPS HR Consulting as a firm that would be suitable to conduct such work and is used by not only the County but many of the cities within the County.

Staff has included the proposal and draft agreement, which includes the scope and nature of the proposed services up to \$8,550.

**Staff Recommendation**

Authorize the RTA Executive Director to execute the agreement with CPS HR Consulting for an audit and compliance review with consent from the RTA Counsel.

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PROPOSAL

# San Luis Obispo Regional Transit Authority (RTA)

## Audit and Compliance Review

February 25, 2019

SUBMITTED BY:

**Christina Batorski Peacock**  
*Manager, Recruitment Solutions*

CPS HR Consulting  
2450 Del Paso Road  
Sacramento, CA 95834

t: 916-471-3426

f: 916-561-8446

Tax ID: 68-0067209

[www.cpshr.us](http://www.cpshr.us)



Your Path to Performance

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February 25, 2019

Geoff Straw  
Executive Director  
San Luis Obispo Regional Transit Authority  
179 Cross Street  
San Luis Obispo, CA 93401

Via e-mail to [gstraw@slorta.org](mailto:gstraw@slorta.org)

Dear Mr. Straw,

Thank you for contacting CPS HR Consulting to assist with the San Luis Obispo Regional Transit Authority's request for an audit and compliance review. We appreciate this opportunity to submit a proposal and look forward to partnering with your agency.

With a rich history of assisting government agencies with a full range of human resources services, we at CPS HR are confident that together we can provide expert solutions to meet your needs in a cost-effective manner. We have a deep bench of experts in a broad array of human resources disciplines, long-term experience providing services within the public sector, and an emphasis on quality and value that can be confirmed by our current and past clients.

CPS HR also delivers personalized results-oriented service, utilizing best practice methods and strategies from our team of experts. You will find that:

- ***We are practiced at providing exemplary and responsive service for a variety of HR services.*** CPS HR has held many contracts with local government agencies, so we know how to be responsive to your unique needs. We have the staff, expertise and resources to provide top-notch professional audit and review services and we are also full-service HR practitioners.
- ***We bring in-depth understanding of all local government operations, programs, and services.*** CPS HR has been helping public agencies meet their human resource needs for nearly 30 years. Our team of experts includes a variety of professionals with the credentials and direct public agency experience necessary to deliver technically accurate content in an innovative and engaging manner.
- ***We have local presence and commitment to maintaining open communications with RTA.*** Our project team will focus on integrating with your team and maintaining open communication with your staff to ensure that every activity is completed in a quality manner and adheres to the timeline and budget.

We thank you for the opportunity to submit this proposal and look forward to discussing it with you at your convenience. Please feel free to contact me directly by phone at **(916) 471-3426** or by e-mail at [CBPeacock@cpsr.us](mailto:CBPeacock@cpsr.us).

Sincerely,



Christina Batorski Peacock  
Manager, Recruitment Solutions

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# Project Understanding

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## Overview

The San Luis Obispo Regional Transit Authority (RTA) is seeking the services of a professional consulting firm to conduct an audit and compliance review, inclusive of RTA's policies and procedures.

CPS HR Consulting (CPS HR) staff assigned to the project would:

### ■ Audit and Compliance Review

- Develop an audit process including timeline, communication plan, and requested materials.
- Evaluate RTA's operational HR policies, practices, and processes with an emphasis on key HR delivery areas (e.g. recruiting, employee retention, compensation, employee benefits, performance management, employee relations, training and development, records retention, etc.).
- Review current HR indicators (e.g. internal grievances filed, number of legal complaints, absenteeism rates, workers comp claim history, etc.).
- Research and recommend best practices in applicable areas.
- Collaborate with the RTA to implement the priority corrective and improvement measures in the on-going consulting phase of this project, which is outlined in the next section.
- Deliver a comprehensive detailed report at the completion of the audit and compliance review.

CPS HR will comply with any confidentiality and system requirements the RTA has determined are necessary to maintain the integrity and confidentiality of its data.

## About CPS HR Consulting

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CPS HR is an innovative, client-centered human resources and management consulting firm specializing in solving the unique problems and challenges faced by government and non-profit agencies. CPS HR was formed as a JPA public agency in 1985. As a self-supporting public agency, we understand the needs of public sector clients and have served as a trusted advisor to our clients for more than 31 years. The distinctive mission of CPS HR is to transform human resource management in the public sector.

With more than 110 full-time employees as well as 200+ project consultants and technical experts nationwide, CPS HR delivers breakthrough solutions that dramatically transform public sector organizations to positively impact the communities they serve. CPS HR is headquartered in Sacramento, California, with regional offices in Littleton, Colorado; Austin, Texas; and Atlanta, Georgia.



CPS HR offers clients a comprehensive range of competitively priced services, all of which can be customized to meet the City's specific needs. We are committed to supporting and developing strategic organizational leadership and human resource management in the public sector. We offer expertise in the areas of classification and compensation, organizational strategy, recruitment and selection, and training and development.

CPS HR occupies a unique position among its competitors in the field of government consulting; as a JPA, whose charter mandates that we serve only public-sector clients, we actively serve all government sectors including Federal, State, Local, Special Districts and Non-Profit Organizations. This singular position provides CPS HR with a systemic and extensive understanding of how each government sector is inter-connected to each other and to their communities. That understanding, combined with our knowledge of public and private sector best practices, translates into meaningful and practical solutions for our clients' operational and business needs.



## Overview of Services and Capabilities

CPS HR believes in an integrated, systems-based approach to talent management and provides consulting in all of the key areas listed below.



CPS HR CONSULTING SERVICES	
<b>ORGANIZATIONAL STRATEGY</b>	<b>TESTING, RECRUITMENT, AND SELECTION</b>
<ul style="list-style-type: none"> <li>Workforce &amp; Succession Planning</li> </ul>	<ul style="list-style-type: none"> <li>Job Analysis</li> </ul>
<ul style="list-style-type: none"> <li>Organizational Assessment, Redesign and Re-Engineering</li> </ul>	<ul style="list-style-type: none"> <li>Develop/Deliver Assessment Center Services</li> </ul>
<ul style="list-style-type: none"> <li>Employee Engagement</li> </ul>	<ul style="list-style-type: none"> <li>Executive Search</li> </ul>
<ul style="list-style-type: none"> <li>Performance Management</li> </ul>	<ul style="list-style-type: none"> <li>Test Development</li> </ul>
<ul style="list-style-type: none"> <li>Change Management</li> </ul>	<ul style="list-style-type: none"> <li>Test Administration</li> </ul>
<ul style="list-style-type: none"> <li>Complaint Investigations &amp; HR Outsourcing</li> </ul>	
<b>CLASSIFICATION AND COMPENSATION</b>	<b>TRAINING AND DEVELOPMENT</b>
<ul style="list-style-type: none"> <li>Classification</li> </ul>	<ul style="list-style-type: none"> <li>Training</li> </ul>
<ul style="list-style-type: none"> <li>Compensation</li> </ul>	<ul style="list-style-type: none"> <li>Coaching</li> </ul>
	<ul style="list-style-type: none"> <li>Accelerated Leader 360° Assessment™</li> </ul>
	<ul style="list-style-type: none"> <li>Leadership Development</li> </ul>

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# Audit & Compliance Services

The tasks and accountabilities for this project are described in the **Audit & Compliance Process** table which follows.

Audit & Compliance Process	
Tasks	Responsible Party
<b>Consultation</b> – Consult with stakeholders and Subject Matter Experts (SMEs) at the RTA to accomplish the following tasks: (i) gain sufficient knowledge of existing human resources policies, procedures, and processes; (ii) review and confirm RTA workflows and rules with stakeholders/SMEs; and (iii) coordinate receipt of requested materials; (iv) disclose expectations and timelines.	CPS HR/ RTA/ SMEs
<b>Develop Audit &amp; Compliance Review Process</b> – Plan and coordinate all activities for reviewing and understanding the human resource processes conducive to the RTA’s rules and regulations.	CPS HR
<b>Kick Off Meeting</b> – Kick off meeting with key RTA staff to clarify objectives, timeframe and project scope, address stakeholder questions and confirm documentation requested for review.	CPS HR / RTA
<b>Review of Advanced Materials</b> – Request information and documentation to be sent, in advance of onsite visit, or for remote review and auditing. Review, and research relevant regulations, rules, policies, and MOUs, against requested documentation.	CPS HR / RTA
<b>Review of HR policies, practices, and processes –</b> <ul style="list-style-type: none"> <li>● Assess recruitment, employee retention, compensation, employee benefits, performance management, employee relations, training and development, and records retention</li> <li>● Audit personnel files</li> <li>● Determine compliance with current federal, state, and local laws and regulations, including FLSA</li> <li>● Review job descriptions and classification of exempt vs. non-exempt</li> <li>● Examine time records as well as time-keeping policies and practices</li> <li>● Identify issues that are not covered in current procedures or policies</li> <li>● Examine I-9 forms and practices, including an e-verification audit.</li> </ul>	CPS HR
<b>Examine HR indicators</b> – Review data regarding internal grievances filed, number of legal complaints, absenteeism rates, and workers compensation claim history.	CPS HR
<b>Conduct Interviews</b> – Interview key RTA staff and those employees performing human resources related activities.	CPS HR/RTA
<b>Additional Review – Request and conduct</b> review of additional documents and statistics requested. Conduct additional interviews with management, SMEs, and/or key personnel, if	CPS HR/RTA
<b>Best Practices</b> – Research and recommend best practices in human resources for areas in audit that were outdated or missing.	CPS HR
<b>Audit Report</b> – Prepare and deliver comprehensive audit and compliance report.	CPS HR

## Pricing

Our approach includes providing high-level human resources expertise, advice, and consultation to ensure appropriate research, analysis, and professional HR guidance are utilized for all assigned duties and responsibilities.

This contract will be billed monthly as a time and materials contract with a not-to-exceed contract amount is below. Amendments to time or funding will be discussed and mutually agreed to should the need arise.

It is assumed that most professional consulting time will be provided remotely, limiting consultant travel expenses by utilizing e-mail and telephone conference calls or LiveMeeting as the primary communication/meeting format. If onsite (in person) meetings are requested, travel time to and from client site will be billed at 50% of the consultant hourly bill rate. Travel expenses such as mileage or parking will be billed at the standard IRS rates. Actual out-of-pocket reimbursable expenses for such items as advertising, printing/copying, postage/delivery charges, and related fees, if paid by CPS HR, will be billed directly to RTA for actual expenses incurred.

Placement/Level	Description	Bill Rate	Estimated Hours and Cost
Project Manager	Provide project oversight, support to the project team, and ensures project goals and deliverables are met	\$135/hour	8 - 10 hours (\$1,080 - \$1,350)
Legal Expert	Provides employment law expertise and compliance review	\$125/hour	10-12 hours (\$1,250-\$1,500)
Senior HR Consultant	Performs all tasks related to audit and compliance	\$105/hour	30 -40 hours (\$3,150-\$4,200)
Administrative Technician	Provide administrative support to project needs	\$80/hour	5 hours (\$400)
<b>Estimated Labor Cost (Without Travel) <sup>1</sup></b>			<b>\$5,880-\$7,450</b>
<b>Estimated Labor Cost (With Travel and Onsite Review) <sup>2,3</sup></b>			<b>\$6,980-\$8,550</b>

<sup>1</sup>The Total Estimated Cost above is for professional service costs only, and provides for a cost range, dependent upon the documents, policies, and/or recommendations needed; it does not include travel expenses for onsite review.

<sup>2</sup>If an onsite review is requested, it is assumed that two project team members would be onsite for one full day. A cost range is provided, and the actual cost will be dependent upon travel time and the documents, policies, and/or recommendations needed.

<sup>3</sup>Actual out-of-pocket reimbursable expenses for such items as travel expenses, advertising, printing/copying, postage/delivery charges, and related fees will be billed directly to RTA for actual expenses incurred. CPS HR will obtain prior approval from RTA for all direct costs not to exceed \$5,000. Travel time will be billed at half-rate.

CPS HR is open to discussing alternative work plans which may alter the cost of the project. The methods, approach, and timelines described in this proposal, as well as the cost estimate, have been prepared as accurately as possible based upon the services requested and objectives described in the information provided to CPS HR. The total cost reflects the steps and time necessary to conduct the services in a sound, thorough, and sustainable manner, including important input and review by the RTA's internal management team, and designated stakeholders to accomplish the objectives. If changes or additional services are required, we will be happy to discuss changes to the project activities, schedule, and/or cost estimates.

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# Project Staffing

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CPS HR will have a designated team for conducting the personnel audit and review of RTA's HR policies and practices. **Christina Batorski Peacock will serve as Project Manager.** Ms. Peacock will be joined by the following project team members. Jacques Whitefield will serve as and legal expert for this engagement; Michelle Pellegrino will serve as the Senior HR Consultants; and Jackie Frost will serve as the Administrative Technician.

## Christina Batorski Peacock, PHR

### Profile

Mrs. Peacock has over 17 years of professional and management experience in public sector Human Resources, including experience in the areas of employee recruitment and selection, compliance, labor relations, test administration, employee relations, and policy development. Specifically, Mrs. Peacock worked directly on recruitment efforts for entry-level Police Officer and entry-level Firefighter as well as sworn and uniform promotional recruitments with the City of Chicago for over 10 years.

### Employment History

- Manager, Recruitment Solutions, CPS HR Consulting
- Deputy Commissioner of Human Resources, City of Chicago
- Assistant Commissioner of Human Resources, City of Chicago
- Adjunct Professor (Managing Organizational Change), Keller School of Graduate Management
- Recruiting Analyst Supervisor, City of Chicago
- Human Resources Analyst II, City of Chicago
- Human Resources Manager/Payroll Administrator, Bethesda Home & Retirement Center
- Staffing Specialist, Northwestern University
- Employment Coordinator, Northwestern University

### Professional Experience

- Managed human resource personnel responsible for executing recruitment and selection processes for 30+ clients resulting in the review of 40,000+ applications and 1,200 hires, annually.
- Collaborated with the Chicago Police Department on entry-level Police Officer recruitment and selection efforts for over 10 years resulting in diverse applicant pools ranging from 18,000 to 27,000 candidates for a single recruitment.
- Performed a lead role in establishing fair and transparent recruitment and selection processes which alleviated the City of Chicago from Federal Monitor Oversight on all hiring practices.
- Taught graduate level classes in managing organizational change.
- Mediated and resolved labor relations issues in a union environment.

### Education

- M.P.A. DePaul University, Chicago, IL – Public Administration
- B.A. Marquette University, Milwaukee, WI – Human Resources & Communication Studies

### Professional Organizations and Affiliations

- Society of Human Resources Management (SHRM)
- International Public Management Association for Human Resources (IPMA-HR)

## **Jacques S. Whitfield, JD**

### **Profile**

Mr. Whitfield is a seasoned Human Resources Executive with over 19 years of experience in human resources management. Whitfield recently completed a six year tenure as the Chief Human Resources Officer for the Yuba Community College District. Whitfield was responsible for the management and oversight of the human resources operations for the district and is credited with revitalizing and streamlining the Human Resource Operations for the Yuba Community College District. Whitfield is a subject matter expert in performance management, employee engagement and state and federal EEO compliance matters. He is highly accomplished in successfully working with others to develop professional skills and improve employee effectiveness through training and development. Whitfield is a frequent speaker, trainer and presenter.

### **Employment History**

- Senior Consultant, Recruitment Solutions, CPS HR Consulting
- Chief Human Resources Officer, Yuba Community College District
- Adjunct Professor, School of Education, California State University, Sacramento
- Managing Partner, The Sterling Group, Ltd
- Director of Administrative Services and Strategic Planning, Target Excellence
- District General Counsel/Associate Superintendent, Grant Joint Union High School District

### **Professional Experience**

- Seasoned HR Executive and subject matter expert in the areas of labor and employment, labor relations, collective bargaining, state and federal EEO compliance
- Expertise in quarterbacking personnel investigations arising from harassment and discrimination complaints to eliminate potentially hostile work environments and liability for employers.
- Created and presented effective workshops to train employees on everything from effective performance management, EEO and nondiscrimination best practices, diversity and cultural competency in the workplace, effective communication of difficult information, conflict resolution strategies and exemplary customer service.
- Taught graduate level classes in educational leadership for K-12 and Community college administrators.

### **Education**

- J.D. University of North Carolina – Chapel Hill, NC
- B.A. Wake Forest University, Winston-Salem, NC

### **Professional Organizations and Affiliations**

- Society of Human Resources Management (SHRM)
- Association of Chief Human Resource Officers
- Association of California Community College Administrators

## **Michelle Pellegrino**

### **Profile**

Ms. Pellegrino has over 15 years of professional and management experience in public sector Human Resources, including experience in the areas of employee recruitment and selection, classification and compensation, labor and employee relations, benefits, and policy development.

### **Employment History**

- Senior Consultant, CPS Human Resource Services
- Human Resources Manager, City of Dixon Human Resources
- Labor Relations Officer, City of Sacramento Department of Human Resources
- Personnel Analyst, University of California Department of Agriculture and Natural Resources
- Senior Human Resources Analyst, Solano County Department of Human Resources

### **Professional Experience**

- Managed the human resource and risk management activities of a local city of approximately 100 employees, including policy development, recruitment/selection, job classification and compensation, employee benefits, labor and employee relations, and risk management.
- Experienced in recruitment and selection, including development of advertising plans, outreach to potential candidates, development of exam processes, and creation of eligible lists for a wide range of job classes, including sworn staff, professional staff, and management positions.
- Has project manager experience on multiple large projects, including implementing online applications systems for multiple agencies, implementing the Human Resources Information System (HRIS) module for the City of Dixon, and a large-scale calculation of seniority date calculations, posting of lists, and notification to affected employees for Solano County. Provided planning, direction and coordination of these projects, led staff teams and worked closely with department representatives.
- Established cooperative working relationships with directors, managers, and supervisors with interpretation and applying personnel policy and procedures, discipline, recruitment/selection, classification and leave management.
- Participated in contract negotiations with multiple unions including Police, Fire, Correctional Officer, Professional Staff and Miscellaneous Employee Units.
- Established cooperative working relationships and resolved labor relations issues with multiple unions.

### **Education**

- Bachelor of Arts, Psychology, University of California, Davis

### **Professional Organizations and Affiliations**

- Senior Certified Professional (IPMA-SCP) with the International Public Management Association for Human Resources (IPMA-HR)



## **Jackie Frost**

### **Profile**

Ms. Frost has over 4 years of experience in public sector Human Resources, including experience in the areas of employee recruitment and selection and test administration.

### **Employment History**

- Administrative Technician, CPS HR Consulting
- Senior Office Assistant, CPS HR Consulting
- Office Assistant, CPS HR Consulting

### **Professional Experience**

- Create and manage recruitments in applicant tracking system.
- Screening bulletin applications to validate applicants have met minimum qualifications for position.
- Scheduling and scoring written, oral, and bilingual applicant examinations
- Training proctors for written examinations and chairs for oral examinations.
- Responding to candidate inquiries by phone and e-mail.

### **Education**

- Bachelor of Science, Geography, Brigham Young University

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**CONSULTING SERVICES AGREEMENT**  
San Luis Obispo Regional Transit Authority  
Audit and Compliance Review

**This Consulting Services Agreement (Agreement) is by and between Cooperative Personnel Services, dba CPS HR Consulting, a California Joint Powers Authority (CPS HR), with offices at 2450 Del Paso Road, Suite 220, Sacramento, CA 95834 and the Agency named in the signature block at the end of this Agreement (Agency, hereafter referred to as Client), and is effective as of March 11, 2019 (Effective Date). CPS HR and the Client shall be collectively referred to herein as the “Parties” and individually as a “Party.”**

- A. Purpose.** This Agreement defines CPS HR consulting services, policies and procedures.
- B. Services.** CPS HR will provide certain consulting services (Services) to Client as set forth in the Statements of Work (attached hereto as Exhibit (“A”). CPS HR shall perform only the Services requested by Client, at the times, dates, and locations specified by Client.
- C. Compensation.**
  - 1. Payment.** Client will compensate CPS HR for Services by paying certain fees as set forth in the Statement of Work. Client will reimburse CPS HR for business expenses as set forth in the Statement of Work. Client will pay all invoices within thirty (30) days from receipt of invoice.
  - 2. Funding.** Client certifies that funding for compensation payable to CPS HR under this Agreement has been approved by Client’s governing body, either as a part of the general operating budget or as a specific item. Client further certifies that it anticipates sufficient cash will be available for payment of compensation as required above.
  - 3. Late Payment.** Any invoices not paid within thirty (30) days may incur a service charge of the lesser of two percent (2%) or the maximum allowable by law per month on any outstanding overdue balances. In addition, reasonable collection costs may be added to any invoice not paid within ninety (90) days.
- D. Taxes.** Except as expressly stated in the Statement of Work, the fees listed therein are in addition to, and not in lieu of, any additional

fees, assessments, levies, taxes, etc. assessed against the transactions contemplated herein (Taxes). With the exception of Taxes imposed on CPS HR’ net income, all Taxes shall be Client’s responsibility. Client shall pay any Taxes, which CPS HR may be required to collect and remit, upon invoice.

**E. Term and Termination of Agreement.**

- 1. Term.** The term of this Agreement is from the Effective Date through June 30, 2019.
- 2. Immediate Termination upon Material Breach.** Either Party may terminate this Agreement immediately upon any material breach by the other Party.
- 3. Termination without Cause.** Either Party may terminate the Agreement without cause upon thirty days written notice to the other Party.
- 4. Payment on Termination.** Upon termination without cause, Client shall pay CPS HR for all work performed through the effective date of termination. For termination upon material breach, Client shall pay CPS HR for all work performed which is in compliance with the terms of the Statement of Work.

**F. Limited Warranty.**

- 1. Warranty.** CPS HR represents and warrants that: (i) it has the authority to enter into this Agreement; (ii) it will comply with applicable law; and (iii) it will provide Services in a workmanlike manner consistent with industry standards.
- 2. Warranty Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, CPS HR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES AND THE WORK PRODUCT INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR IN RESPECT OF ANY THIRD-PARTY PRODUCTS OR SERVICES AND ALL

WARRANTIES IMPLIED FROM ANY COURSE OF DEALING AND NO REPRESENTATIVE OF CPS HR IS AUTHORIZED TO GIVE ANY ADDITIONAL WARRANTY.

**G. Work Product.**

**1. Ownership.** Upon CPS HR' receipt of fees due under the Agreement, all studies, reports, documents and other writings prepared by CPS HR and its subcontractors, produced as a result of CPS HR' work, or delivered by CPS HR to Client in the course of performing services (collectively, "Work Product") shall become the property of Client and Client shall have the right to use the materials without further compensation to CPS HR or its subcontractors.

**2. Retention of Rights.** Notwithstanding Client's ownership of the Work Product, Client acknowledges and agrees that: (i) CPS HR has the right to re-use any of its know-how, ideas, concepts, methods, processes, or similar information, however characterized, whether in tangible or intangible form, and whether used by CPS HR in the performance of Services or not, at any time and without limitation, and (ii) CPS HR retains ownership of any and all of its intellectual property rights that existed prior to the Effective Date including, but not limited to, all methods, concepts, designs, reports, programs, and templates as well as all training materials, testing or assessment products, survey content, and copyrightable works.

**H. Release of Information to Third Parties.**

Each Party understands that information provided to government entities may be subject to disclosure under a public records or freedom of information act. Each Party hereto (each, a Recipient) shall protect and keep confidential all non-public information disclosed to Recipient by the other Party (each, a Discloser) and identified as confidential by Discloser, and shall not, except as may be authorized by Discloser in writing, use or disclose any such Confidential Information during and after the term of this Agreement. If CPS HR or Client receives a request for disclosure of Confidential Materials, such as a subpoena or a public records or freedom of information request, that Party shall immediately notify the other Party of the request. Upon request, Client or CPS HR shall maintain the confidentiality of the Confidential Materials pending the grant or denial of a protective order or the decision of a court or administrative body as to whether the requested materials must be disclosed under the applicable public records statute. Client and CPS HR shall cooperate

with each other in seeking any relief necessary to maintain the confidentiality of the Confidential Materials. Each Party shall defend, indemnify and hold the other harmless from any claim or administrative appeal, including costs, expenses, and any attorney fees, related to that Party pursuing protection of the Confidential Materials from disclosure.

**I. Indemnification.** CPS HR agrees to indemnify, defend, and hold Client, its agents, officers, employees and volunteers harmless from and against loss or damage (including reasonable attorney's fees) arising from or related to a claim of bodily injury or property damage resulting from CPS HR' willful misconduct or negligent performance of this Agreement; provided that, Client notifies CPS HR in a commercially reasonable time, in writing of any such claim and gives CPS HR (at CPS HR' expense) sole control of the defense of same and all negotiations for its settlement or compromise. CPS HR' liability to indemnify Client shall be reduced to the extent that such loss or damage was caused or contributed to by the act, omission, direction or negligence of Client, its agents, officers, employees and volunteers over which CPS HR does not have direct control.

**J. Limitation of Liability.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER PARTY HERETO SHALL HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM LOSS OF PROFITS OR DATA), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CPS HR' LIABILITY FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO CPS HR.

**K. Miscellaneous.**

**1. Notices.** Any notice to the parties required or permitted under this Agreement shall be given in writing and shall be sent to the persons listed in the Statement of Work.

**2. Dispute Resolution; Remedies.**

(a) In the event of a dispute, the parties may agree to pursue mediation or either binding or nonbinding arbitration to resolve their dispute, under such rules as the parties may agree.

(b) If either CPS HR or Client determines it appropriate to file a judicial action, then, in addition to any other remedies available at law or in equity, Client acknowledges that

breach of this Agreement may result in irreparable harm to CPS HR for which damages would be an inadequate remedy and, therefore, CPS HR shall be entitled to seek equitable relief, including injunction.

**3. Attorneys Fees.** If any legal action or arbitration or other proceeding is brought to enforce or construe the term of this Agreement or because of an alleged dispute, breach or default in connection with any provision of this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys fees and other costs incurred in that action, arbitration or proceeding in addition to any other relief to which it may be entitled.

**4. Governing Law.** This Agreement will be governed by the laws of the State of California without regard to its rules concerning conflict of laws.

**5. Force Majeure.** Neither Party shall be liable for delays caused by fire, accident, labor dispute, war, insurrection, riot, act of government, superior force, or any other cause reasonably beyond its control.

**6. Waiver.** The failure of any Party at any time or times to require performance of any provision of this Agreement shall in no manner affect its right to enforce that provision at a later time. Nor shall the waiver by either Party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself. No waiver shall be enforceable unless made in writing and signed by the Party granting the waiver.

**7. Entire Agreement; Modifications.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all other agreements, representations and warranties. All modifications and supplements to this Agreement must be in writing and signed by both parties.

**8. Counterparts; Facsimile Signature; Electronic Signature.** This Agreement may be executed in any number of counterparts. If this Agreement or any counterpart is signed and then faxed or e-mailed by PDF or otherwise, the faxed or e-mailed copy bearing the signature shall be as good as the original, wet-ink signed copy for all intents and purposes.

**9. Authority to Sign.** The person signing this Agreement on behalf of the Client (the Principal Signer) represents that he or she is the head of the agency or is otherwise duly authorized to sign this Agreement and to bind the Client.

**10. Ambiguities.** As this Agreement has been voluntarily and freely negotiated by both parties, the rule that ambiguous contractual provisions are construed against the drafter of the provision shall be inapplicable to this Agreement.

**Cooperative Personnel Services dba  
CPS HR Consulting**  
2450 Del Paso Rd, Ste 220, Sacramento, CA 95834

**San Luis Obispo Regional Transit Authority**  
179 Cross Street, San Luis Obispo, CA 93401

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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**Exhibit A  
Statement of Work**

All changes to this SOW must be mutually agreed to and executed in writing by duly authorized representatives of both parties as an amendment to this SOW. Capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

1. SERVICES: CPS HR will conduct an audit and compliance review, inclusive of San Luis Obispo Regional Transit Authority (RTA)'s policies and procedures.

CPS HR staff assigned to the project would:

■ **Audit and Compliance Review**

- Develop an audit process including timeline, communication plan, and requested materials.
- Evaluate RTA's operational HR policies, practices, and processes with an emphasis on key HR delivery areas (e.g. recruiting, employee retention, compensation, employee benefits, performance management, employee relations, training and development, records retention, etc.).
- Review current HR indicators (e.g. internal grievances filed, number of legal complaints, absenteeism rates, workers comp claim history, etc.).
- Research and recommend best practices in applicable areas.
- Collaborate with the RTA to implement the priority corrective and improvement measures in the on-going consulting phase of this project, which is outlined in the next section.
- Deliver a comprehensive detailed report at the completion of the audit and compliance review.

CPS HR will comply with any confidentiality and system requirements the RTA has determined are necessary to maintain the integrity and confidentiality of its data.

The tasks and accountabilities for this project are described in the **Audit & Compliance Process** table which follows.

<b>Audit &amp; Compliance Process</b>	
Tasks	Responsible Party
<b>Consultation</b> – Consult with stakeholders and Subject Matter Experts (SMEs) at the RTA to accomplish the following tasks: (i) gain sufficient knowledge of existing human resources policies, procedures, and processes; (ii) review and confirm RTA workflows and rules with stakeholders/SMEs; and (iii) coordinate receipt of requested materials; (iv) disclose expectations and timelines.	CPS HR/ RTA/ SMEs
<b>Develop Audit &amp; Compliance Review Process</b> – Plan and coordinate all activities for reviewing and understanding the human resource processes conducive to the RTA's rules and regulations.	CPS HR
<b>Kick Off Meeting</b> – Kick off meeting with key RTA staff to clarify objectives, timeframe and project scope, address stakeholder questions and confirm documentation requested for review.	CPS HR / RTA
<b>Review of Advanced Materials</b> – Request information and documentation to be sent, in advance of onsite visit, or for remote review and auditing. Review, and research relevant regulations, rules, policies, and MOUs, against requested documentation.	CPS HR / RTA

<p><b>Review of HR policies, practices, and processes –</b></p> <ul style="list-style-type: none"> <li>● Assess recruitment, employee retention, compensation, employee benefits, performance management, employee relations, training and development, and records retention</li> <li>● Audit personnel files</li> <li>● Determine compliance with current federal, state, and local laws and regulations, including FLSA</li> <li>● Review job descriptions and classification of exempt vs. non-exempt</li> <li>● Examine time records as well as time-keeping policies and practices</li> <li>● Identify issues that are not covered in current procedures or policies</li> <li>● Examine I-9 forms and practices, including an e-verification audit.</li> </ul>	CPS HR
<p><b>Examine HR indicators –</b> Review data regarding internal grievances filed, number of legal complaints, absenteeism rates, and workers compensation claim history.</p>	CPS HR
<p><b>Conduct Interviews –</b> Interview key RTA staff and those employees performing human resources related activities.</p>	CPS HR/RTA
<p><b>Additional Review – Request and</b> conduct review of additional documents and statistics requested. Conduct additional interviews with management, SMEs, and/or key personnel, if</p>	CPS HR/RTA
<p><b>Best Practices –</b> Research and recommend best practices in human resources for areas in audit that were outdated or missing.</p>	CPS HR
<p><b>Audit Report –</b> Prepare and deliver comprehensive audit and compliance report.</p>	CPS HR

2. CLIENT RESPONSIBILITIES:

a. Client must timely perform all those Client roles and responsibilities set forth in this SOW. Successful completion of this project within the time specified depends largely upon an effective working relationship between Client and CPS HR project staff. For this reason, CPS HR requests that Client designate an individual to coordinate communication, meetings, interview schedules, and review of products with the project team. Client's Project Representative will be responsible for the following activities:

1. Coordinating all meeting schedules, conference calls, facilities and equipment needs
2. Coordinating interview schedules and facilities and distributing project update information

b. Any work products developed during the activities described above will be submitted to Client's Project Representative for review, comment and/or approval. This is a critical step to ensure accurate, reliable, and valid products.

3. CPS HR PROJECT MANAGER: Christina Batorski Peacock Phone Number: (916) 471-3426

4. CLIENT PROJECT MANAGER: Geoff Straw Phone Number: (805) 781-4465

5. SERVICE FEES: \$13,550.00

a. All Services provided to Client by CPS HR hereunder are priced on a TIME AND MATERIALS basis. Any estimates provided by CPS HR to Client, whether written herein or given orally, shall not be binding on CPS HR or convert this SOW into a fixed price engagement with respect to such Services. Any such estimates are for informational purposes only, and the actual fees payable by Client may be higher or lower than such estimates.

b. Rates. CPS HR will invoice Client at the rate of \$135.00 per hour for Project Manager hours, \$125.00 per hour for Technical Expert hours, \$105.00 per hour for Senior Consultant hours, and \$80.00 per hour for Administrative Technician hours. If onsite (in person) meetings are requested, travel time to and from client site will be billed at 50% of the consultant hourly bill rate.



- c. Expenses. Travel expenses such as mileage or parking will be billed at the standard IRS rates. Actual out-of-pocket reimbursable expenses for such items as advertising, printing/copying, postage/delivery charges, and related fees, if paid by CPS HR, will be billed directly to RTA for actual expenses incurred.
  - d. Invoices. Invoices will be submitted for payment on a monthly basis. Client will pay CPS HR within thirty (30) days following receipt of invoice.
6. In the event the project is terminated early, CPS HR will be paid such amount as is due for professional services performed and out-of-pocket expenses incurred up to and including the effective date of termination.
7. This SOW covers work requested and performed prior to the commencement of this SOW.

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**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY  
APRIL 3, 2019  
STAFF REPORT**

**AGENDA ITEM:** B-2

**TOPIC:** U-Haul Lease at 253 Elks Lane

**ACTION:** Approve

**PRESENTED BY:** Geoff Straw, Executive Director

**STAFF RECOMMENDATION:** Authorize Executive Director to Terminate Lease and Negotiate Relocation

**BACKGROUND/DISCUSSION:**

The RTA purchased land at 253 Elks Lane in June 2014 for the purpose of constructing a long-term bus operations and maintenance facility. As part of the purchase, we assumed an existing lease with a local U-Haul dealership. The lease agreement identified a month-to-month holdover tenancy after expiration of the original term, which ended on April 30, 2017. The lease also identifies a 365-day owner notification, and the RTA expects to begin ground-moving work on the new bus maintenance facility in May 2020 – so it is imperative that we give notice to the tenant of our intention to terminate the lease. Because federal funds will be used to construct the new bus maintenance facility, we must comply with the relocation requirements under the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA).

**Staff Recommendation**

Authorize the RTA Executive Director to notify our tenant of our intent to terminate the rental agreement as of April 30, 2020, and to negotiate the tenant's relocation according to URA requirements.

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