



## Staff Report

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**TO:** Honorable Mayor and Members of the Town Council  
**FROM:** Sean Rabe, Town Manager  
**DATE:** September 14, 2021  
**RE:** Amendment 2 to Agreement for Public Works and Engineering Support Services with CSG Consultants, Inc.

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### **Recommendation**

Staff recommends the Town Council adopt the attached resolution and authorize the Town Manager to enter into a second agreement amendment with CSG Consultants, Inc., for Public Works and Engineering Support Services. The amendment will increase the firm's contract amount from \$140,000 to \$180,000 and will finalize the contract.

### **Issue Statement and Discussion**

On September 8, 2020, the Town Council of Loomis adopted a resolution approving the Agreement for Public works Support Services with CSG Consultants, Inc in the amount of \$100,000. On February 9, 2021, the Town Council approved a first contract amendment bringing the total contract amount to \$140,000, which was intended to provide additional funding while the Town Manager searched for a Town Engineer. That process took longer than expected, however, necessitating the attached contract amendment.

Over the past year, CSG has provided invaluable services to the Town of Loomis serving as the Interim Public Works Director, the Interim Town Engineer, and Special Projects Manager. Their expertise allowed time for a permanent Town Engineer to be hired, while continuing operations in the Engineering Department.

Staff recommends increasing CSG Consultants, Inc. contract amount from \$140,000 to \$180,000, which will close out the contract.

### **CEQA Requirements**

There is no CEQA requirement associated with the recommended action.

### **Financial and/or Policy Implications**

Funding for the amendment will come from the previous year excess revenue over expenditures.

### **Attachments**

- A. Resolution
- B. CSG Consultants, Inc. Public Works Support Agreement Amendment 2

# TOWN OF LOOMIS

## RESOLUTION NO. 21 – \_\_

### A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOOMIS APPROVING A SECOND AMENDMENT TO THE AGREEMENT FOR PUBLIC WORKS AND ENGINEERING SUPPORT SERVICES WITH CSG CONSULTANTS, INC.

**WHEREAS**, the Town and CSG Consultants, Inc. entered into the September 8, 2020 Agreement For Public Works and Engineering Support ("AGREEMENT"), to provide a short-term contract for engineering and project management professional services upon the departure of the Town's Public Works Director/Town Engineer; and

**WHEREAS**, the Town and CSG Consultants approved a First Amendment to the AGREEMENT to increase the total compensation amount under the AGREEMENT to \$140,000; and

**WHEREAS**, the Town Manager has appointed an existing employee to fill the Public Works Director position and has hired an employee to fill the Town Engineer position; and

**WHEREAS**, CSG Consultants, Inc., has provided invaluable work identifying issues needing resolution in both the Engineering and Public Works Departments; and

**WHEREAS**, the Town Manager and CSG Consultants identified additional funds required to support the Town throughout the transition to a fulltime Town Engineer position; and

**WHEREAS**, the Town and CSG Consultants now desire to approve a Second Amendment to the AGREEMENT to increase the total compensation amount under the AGREEMENT to \$180,000; and

**WHEREAS**, said Second Amendment to the AGREEMENT will finalize the contract for short-term engineering and project management professional services with CSG Consultants, Inc.

**NOW, THEREFORE, IT IS MUTUALLY AGREED** by parties hereto to amend said Agreement as follows:

- I. Amendment. Section 3.A of the Contract is hereby amended by replacing the figure \$140,000 with \$180,000.
- II. Remaining Terms Unaffected.  
Except as expressly provided herein, nothing in this Amendment shall be deemed to waive or modify any of the other provisions of the Contract. In the event of any conflict between this Amendment and the Contract, the terms of this Amendment shall control.

**PASSED AND ADOPTED** by the Town Council of the Town of Loomis this 14th day of September, 2021, by the following vote:

**AYES:**  
**NOES:**  
**ABSTAINED:**  
**ABSENT:**

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Town Clerk

**AMENDMENT NO. 2  
TO THE CONTRACT FOR SERVICES  
BETWEEN THE TOWN OF LOOMIS AND CSG CONSULTANTS, INC.,  
DATED SEPTEMBER 8, 2020**

This Amendment No. 2 to the Contract for Services between the **Town of Loomis** ("Town") and CSG Consultants, Inc. ("CSG") which was entered into on September 8, 2020, and first amended February 9, 2021, is made and entered into this 14<sup>th</sup> Day of September, 2021 (the "Effective Date").

**RECITALS**

**WHEREAS**, the Town and CSG Consultants, Inc. entered into the September 8, 2020 Agreement For Public Works and Engineering Support ("AGREEMENT"), to provide a short-term contract for engineering and project management professional services upon the departure of the Town's Public Works Director/Town Engineer; and

**WHEREAS**, the Town and CSG Consultants approved a First Amendment to the AGREEMENT to increase the total compensation amount under the AGREEMENT to \$140,000; and

**WHEREAS**, the Town Manager has appointed an existing employee to fill the Public Works Director position and has hired an employee to fill the Town Engineer position; and

**WHEREAS**, CSG Consultants, Inc., has provided invaluable work identifying issues needing resolution in both the Engineering and Public Works Departments; and

**WHEREAS**, the Town Manager and CSG Consultants identified additional funds required to support the Town throughout the transition to a fulltime Town Engineer position; and

**WHEREAS**, the Town and CSG Consultants now desire to approve a Second Amendment to the AGREEMENT to increase the total compensation amount under the AGREEMENT to \$180,000; and

**WHEREAS**, said Second Amendment to the AGREEMENT will finalize the contract for short-term engineering and project management professional services with CSG Consultants, Inc.

**NOW, THEREFORE, IT IS MUTUALLY AGREED** by parties hereto to amend said Agreement as follows:

- I. Amendment. Section 3.A of the Contract is hereby amended by replacing the figure \$140,000 with \$180,000.
- II. Remaining Terms Unaffected:  
Except as expressly provided herein, nothing in this Amendment shall be deemed to waive or modify any of the other provisions of the Contract. In the event of any conflict between this Amendment and the Contract, the terms of this Amendment shall control.

**IN WITNESS WHEREOF** the parties hereto have executed this Amendment as of the Effective Date.

**Town of Loomis**

**CSG Consultants, Inc.**

By: \_\_\_\_\_  
Sean Rabe, Town Manager

By: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Jeffrey Mitchell, Town Attorney

Attest:

By: \_\_\_\_\_  
Charleen Strock, Town Clerk