



## Staff Report

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**TO:** Honorable Mayor and Members of the Town Council  
**FROM:** Sean Rabé, Town Manager  
**DATE:** February 14, 2023  
**RE:** Second Contract Amendment with CSG Consultants for Code Enforcement Services

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### **Recommendation**

Staff recommends the Town Council authorize the Town Manager to enter into a second contract amendment with CSG Consultants for code enforcement services. This second amendment extends the contract to 2028.

### **Issue Statement and Discussion**

The Town of Loomis entered into a professional services agreement with CSG in March 2018, for code enforcement services. That original contract was a two-year contract, with a \$10,000 cap per fiscal year. The contract was subsequently amended in July 2018 to remove the not-to-exceed amount and, instead, include language that tied the annual contract amount to the Town's budgetary process. This allows Council to determine the level of code enforcement services each year and gives greater control over the services we receive.

The original contract expired in 2020, during the pandemic. Staff is now proposing a second contract amendment to extend the contract by five years and to increase the hourly rate for services. CSG has not requested any hourly rate increase since the contract was originally approved.

Code enforcement has been an ongoing issue in Town and CSG's staff has done an excellent job of moving the Town forward to resolution on several cases. Staff strongly recommends adoption of the attached resolution approving the second contract amendment.

Staff is prepared to answer any questions you may have.

### **CEQA Requirements**

There are no CEQA implications associated with the recommended action.

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

The increased hourly rate will increase the current compensation to an all-in amount of \$130 per hour for our current code enforcement officer, who is a senior officer. This increase will translate from the current amount of about \$84,000 annually to about \$110,000 annually.

### **Attachments**

- A. Resolution
- B. Second Contract Amendment
- C. Original Contract and First Amendment

**TOWN OF LOOMIS**

**RESOLUTION NO. XX-XX**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOOMIS  
APPROVING A SECOND AMENDMENT TO THE MARCH 12, 20018 CONTRACT FOR  
SERVICES BETWEEN THE TOWN OF LOOMIS AND CSG CONSULTANTS**

**WHEREAS**, the Town and CSG Consultants entered into the March 12, 2018 Contract for Services ("Contract"), to retain CSG for code enforcement services; and

**WHEREAS**, the Town and CSG entered into a First Amendment to the Contract in July 2018 to modify the compensation terms of the Contract to the amount budgeted each fiscal year by the Town Council; and

**WHEREAS**, the Town and CSG now desire to approve a Second Amendment to the Contract to extend the contract terms and adjust the hourly compensation terms of the Contract.

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

1. Section 2.A of the Contract is hereby amended as follows:  
The term of this Contract shall be 5 (five) years.
2. Amendment. Section 3.A of the Contract is hereby amended as follows:  
The Consultant shall be paid monthly for the actual fees, and authorized costs and expenses as detailed in Exhibit A to the Second Contract Amendment, but in no event shall total compensation exceed the budgeted amount determined by the Town Council during the budgetary process each fiscal year, without the Town's prior written approval.
3. Remaining Terms Unaffected:  
Except as expressly provided herein, nothing in this Amendment No. 2 shall be deemed to waive or modify any of the other provisions of the Contract. In the event of any conflict between this Amendment No. 2 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 February, 2023 by the following vote:

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

\_\_\_\_\_  
Mayor

ATTEST:

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

## Item 8 Attachment B

AMENDMENT NO. 2  
TO THE CONTRACT FOR SERVICES  
BETWEEN THE TOWN OF LOOMIS AND CSG CONSULTANTS  
DATED MARCH 12, 2018

This Amendment No. 2 to the Contract for Services between the Town of Loomis ("Town") and CSG Consultants ("CSG") which was entered into on March 12, 2018, is made and entered into this 14th day of February, 2023 (the "Effective Date").

### RECITALS

WHEREAS, the Town and CSG entered into the March 12, 2018 Contract for Services ("Contract"), to retain CSG for code enforcement services; and

WHEREAS, the Town and CSG approved a First Contract Amendment on July 11, 2018 to the Contract to modify the compensation terms of the Contract to the amount budgeted each fiscal year by the Town Council.

WHEREAS, the Town and CSG now desire to approve a Second Contract Amendment to the Contract to extend the contract till January 10, 2028 with the compensation as stated in an Exhibit A (attached).

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

1. Amendment. Section 2.A of the Contract is hereby amended as follows:  
The term of this Contract shall be 5 (five) years.
2. Amendment. Section 3.A of the Contract is hereby amended as follows:  
The Consultant shall be paid monthly for the actual fees, and authorized costs and expenses, but in no event shall total compensation exceed the budgeted amount determined by the Town Council during the budgetary process each fiscal year, without the Town's prior written approval.
3. Remaining Terms Unaffected:  
Except as expressly provided herein, nothing in this Amendment No. 2 shall be deemed to waive or modify any of the other provisions of the Contract. In the event of any conflict between this Amendment No. 2 and the Contract, the terms of this Amendment shall control.

IN WITNESS WHEREOF the parties hereto have executed this Amendment No. 2 as of the Effective Date.

Town of Loomis

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

CSG Consultants

By:   
Cyrus Kianpour, President

Approved as to form:

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

Attest:

\_\_\_\_\_  
Carol Parker, Deputy Town Clerk

**EXHIBIT A**

**FEE SCHEDULE**

<b>REVIEW TYPE / ROLE</b>	<b>FY 22-23 ALL INCLUSIVE FEE / HOURLY RATE</b>
Code Enforcement Officer	\$110
Senior Code Enforcement Officer	\$130
Code Enforcement Manager	\$175
Overtime	1.5 x Hourly Rate

All hourly rates include overhead costs including, but not limited to, salaries, benefits, Workers Compensation Insurance, and office expenses. Should the scope of work change or circumstances develop which necessitate special handling, we will notify the Town prior to proceeding. On July 1 of each year, CSG will initiate an hourly rate increase based on the annual percentage change in CPI for the applicable region. CSG will mail an invoice at the beginning of every month for services rendered during the previous month. Unless otherwise agreed, payment terms are 30-days from receipt of invoice.

AMENDMENT NO. 1  
TO THE CONTRACT FOR SERVICES  
BETWEEN THE TOWN OF LOOMIS AND CSG CONSULTANTS  
DATED MARCH 12, 2018

This Amendment No. 1 to the Contract for Services between the **Town of Loomis** ("Town") and CSG Consultants ("CSG") which was entered into on March 12, 2018, is made and entered into this 11th day of July, 2018 (the "Effective Date").

RECITALS

**WHEREAS**, the Town and CSG entered into the March 12, 2018 Contract for Services ("Contract"), to retain CSG for code enforcement services; and

**WHEREAS**, the Town and CSG now desire to approve a First Contract Amendment to the Contract to modify the compensation terms of the Contract to the amount budgeted each fiscal year by the Town Council.

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

- I. Amendment. Section 3.A of the Contract is hereby amended as follows:
  - A. The Consultant shall be paid monthly for the actual fees, and authorized costs and expenses, but in no event shall total compensation exceed the budgeted amount determined by the Town Council during the budgetary process each fiscal year, without the Town's prior written approval.

II. Remaining Terms Unaffected:


Except as expressly provided herein, nothing in this Amendment No. 1 shall be deemed to waive or modify any of the other provisions of the Contract. In the event of any conflict between this Amendment No. 1 and the Contract, the terms of this Amendment shall control.


**IN WITNESS WHEREOF** the parties hereto have executed this Amendment No. 1 as of the Effective Date.


Town of Loomis

CSG Consultants

By:   
Mayor

By:   
**NOURDEN KHAYAT, VICE PRESIDENT**

Approved as to form:  
  
By: \_\_\_\_\_  
Jeffrey Mitchell, Town Attorney

Attest:  
By:   
Charleen Strook, Town Clerk

## CONTRACT FOR SERVICES

THIS CONTRACT is made on 3/12, 2018, by and between the TOWN OF LOOMIS ("Town"), and CSG Consultants, Inc. ("Consultant").

WITNESSETH:

WHEREAS, the Town desires professional code enforcement services;

WHEREAS, the Consultant has presented a proposal for such services to the Town, dated January 30, 2018, (attached hereto and incorporated herein as **Exhibit "A"**) and is duly licensed, qualified and experienced to perform those services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

### 1. SCOPE OF SERVICES:

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in **Exhibit "A."** This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

B. Consultant enters into this Contract as an independent contractor and not as an employee of the Town. The Consultant shall have no power or authority by this Contract to bind the Town in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the Town. The Town shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

**2. TERM OF CONTRACT:**

A. The term of this Contract shall be 2 (two) years.

B. The services of Consultant are to commence upon execution of this Contract by the Town. Services are to be undertaken only when directed by the Town Manager or his/her designee.

C. The Town Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract for a period of one (1) year in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

**3. COMPENSATION:**

A. The Consultant shall be paid monthly for the actual fees, and authorized costs and expenses, but in no event shall total compensation exceed ten thousand dollars (\$10,000), per fiscal year, without Town's prior written approval.

B. Said amount shall be paid upon submittal of a monthly billing showing completion of the tasks that month. Consultant shall furnish Town with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings.

C. If the work is halted at the request of the Town, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 4.

D. All work performed under this Contract shall be on an on-call basis and must be pre-authorized by the Town. The Town shall not be responsible for payment for unauthorized work.

**4. TERMINATION:**

A. This Contract may be terminated by either party, provided that the other party is given not less than 30 calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.



Contract for Services

CSG Consultants, Inc.

January 30, 2018

B. The Town may temporarily suspend this Contract, at no additional cost to Town, provided that the Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If Town gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract.

C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of this Contract by Consultant, and the Town may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the Town from Consultant is determined.

D. In the event of termination, the Consultant shall be compensated as provided for in this Contract, except as provided in Section 4C. Upon termination, the Town shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

**5. AMENDMENTS, CHANGES OR MODIFICATIONS:**

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.



**6. EXTENSIONS OF TIME:**

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the Town in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 5.

**7. PROPERTY OF TOWN:**

A. It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the Town, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the Town shall be entitled to, and the Consultant shall deliver to the Town, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to the Town which is in the Consultant's possession.

B. Additionally, it is agreed that the parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder (the "Work") to be a work made for hire. Consultant acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the Town.

**8. COMPLIANCE WITH ALL LAWS:**

A. Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. Without limiting the foregoing, in performing duties under this Contract Consultant shall, at all times, comply with the requirements of Chapter 7.04 of the Loomis Municipal Code.

B. Consultant warrants to the Town that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform this Contract.

**9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:**

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in **Exhibit "A"** in a manner which is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the Town on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the Town, is no longer employed by Consultant, or is replaced with the written approval of the Town, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to the Town for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the Town may render or undertake performance thereof and the Consultant shall be liable for any expenses thereby incurred.

**10. SUBCONTRACTING:**

None of the services covered by this Contract shall be subcontracted without the prior written consent of the Town, which will not be unreasonably withheld. Consultant shall be as fully responsible to the Town for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

**11. ASSIGNABILITY:**

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the Town which will not be unreasonably withheld. However, claims for money due or to become due Consultant from the Town under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly

to the Town.

**12. INTEREST IN CONTRACT:**

Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by the Town's conflict of interest code in accordance with the category designated by the Town, unless the Town Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the Town code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the Town conflict of interest code if, at any time after the execution of this Contract, Town determines and notifies Consultant in writing that Consultant's duties under this Contract warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the Town.

**13. MATERIALS CONFIDENTIAL:**

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Town, except by court order.

**14. LIABILITY OF CONSULTANT-NEGLIGENCE:**

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The Town shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

**15. INDEMNITY AND LITIGATION COSTS:**

Consultant shall indemnify, defend, and hold harmless the Town, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from Consultant's performance under this contract, including but not limited to consultant's negligent acts or negligent failure to act, errors, omissions or willful misconduct except such loss or damage caused by the active negligence, sole negligence, or willful misconduct of the Town. The provisions of this paragraph shall survive termination or suspension of this Contract.

**16. CONSULTANT TO PROVIDE INSURANCE:**

A. Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract, the policies of insurance specified in this Section. Such insurance must have the approval of the Town as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

B. Prior to execution of this Contract and prior to commencement of any work, the Consultant shall furnish the Town with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Contract. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the Town. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the Town as a material breach of this Contract. Approval of the insurance by the Town shall not relieve or decrease any liability of Consultant.

1. Worker's Compensation and Employer's Liability Insurance

a. Worker's Compensation - Insurance to protect the Consultant, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. The Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents.

b. Consultant shall provide a Waiver of Subrogation endorsement in favor of the Town, its officers, officials, employees, agents and volunteers for losses arising from work performed by the Consultant.

2. Commercial General Liability Insurance

a. The insurance shall be provided on form CG0001, or it's equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subconsultant's work and personal and advertising injury resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **\$1,000,000.00** per occurrence and **\$2,000,000** general and products/completed operations aggregates.

b. The commercial general liability insurance shall also include the following:

i. Endorsement equivalent to CG 2010 1185 naming the Town, its officers, officials, employees, agents, and volunteers as additional insureds. The endorsement shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.

ii. Endorsement stating insurance provided to the Town shall be primary as respects the Town, its officers, officials, employees and any insurance or self insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.

iii. Provision or endorsement stating that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

### 3. Commercial Automobile Insurance

a. The insurance shall include, but shall not be limited to, coverage for claims for bodily injury or property damage for owned, non-owned, and hired automobiles resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **\$1,000,000.00** per accident.

b. The commercial automobile insurance shall include the same endorsements required for the commercial general liability policy (see Section 16.B.2.b).

C. In addition to any other remedy the Town may have, if Consultant fails to maintain the insurance coverage as required in this Section, the Town may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the Town may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.

D. No policy required by this Contract shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless Consultant has provided thirty (30) days prior written notice by certified mail, return receipt requested, to the Town.

E. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the Town.

F. The requirement as to types, limits, and the Town's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

**17. MISCELLANEOUS PROVISIONS:**

A. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

B. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

C. Consultant shall maintain and make available for inspection by the Town and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Consultant.

D. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

E. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

Town: Sean Rabe, Town Manager

Town of Loomis



Contract for Services  
CSG Consultants, Inc.  
January 30, 2018

3665 Taylor Road  
Loomis, CA 95650

Consultant: Cyrus Kianpour, President  
CSG Consultants, Inc.  
550 Pilgrim Drive  
Foster City, CA 94404  
650-522-2500

F. This Contract shall be interpreted and governed by the laws of the State of California.

G. Any action arising out of this Contract shall be brought and maintained in Placer County California, regardless of where else venue may lie.

H. In any action brought by either party to enforce the terms of this Contract, each party shall bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

TOWN OF LOOMIS

By: 

Sean Rabe, Town Manager

Contract for Services

CSG Consultants, Inc.

January 30, 2018

ATTEST:

By: 

Crickett Strock, Town Clerk

APPROVED AS TO FORM:

By: 

Jeffrey Mitchell, Town Attorney

CONSULTANT

By: 

Cyrus Kianpour, President

EXHIBIT A

[Consultant Proposal/Scope of Work]

EXHIBIT \_\_

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

[Labor Code § 1861]

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANTS

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

  
Cyrus Kianpour, President



550 Pilgrim Drive  
Foster City, CA 94404  
phone 650.522.2500  
fax 650.522.2599

[www.csgegr.com](http://www.csgegr.com)

January 30, 2018

Sean Rabé  
Town Manager  
Town of Loomis  
3665 Taylor Road  
Loomis, CA 95650

**Re: Proposal for Code Enforcement Services**

Dear Mr. Rabé:

CSG Consultants, Inc. ("CSG") is pleased to submit this proposal to the Town of Loomis ("Town") for professional Code Enforcement Services. Our firm brings specialized expertise, depth of resources, and highly knowledgeable and experienced staff.

**Scope of Services**

CSG is proposing to provide code enforcement services to augment the Town's existing code enforcement staff on an as-needed basis. CSG's full-service code enforcement capabilities are described on the following page. While those services are available to the Town, CSG understands that the primary focus of its work will be to respond to existing code enforcement violations identified by Town staff rather than actively identifying violations.

**Personnel**

For the performance of this work, CSG proposes the services of **Sean Flanagan, CCEO** at a rate of \$95.00 per hour. Mr. Flanagan's resume is provided herein for the Town's review. Our all-inclusive hourly rate covers overhead expenses such as mileage and all other equipment necessary to execute the job requirements, with payment to be made monthly upon receipt of itemized invoices submitted to the Town's designee.

Robert L. Cushing will serve as Project Manager for this contract. His contact information is as follows:

**Robert L. Cushing, REHS, CCEO** | Code Enforcement Manager  
550 Pilgrim Drive, Foster City, CA 94404  
(650) 333-0854 | robertc@csgegr.com

Please feel free to contact Mr. Cushing with any questions or comments you may have regarding our proposal. We greatly look forward to this opportunity to provide code enforcement services to the Town of Loomis.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Cyrus Kianpour', written over a horizontal line.

Cyrus Kianpour, PE, PLS  
President, CSG Consultants, Inc.

# Code Enforcement Services Overview

## KEY BENEFITS

Code enforcement activities are a crucial service to ensure not only public health and safety but also to enhance economic development throughout a community. Blighted conditions such as graffiti on public and private properties, illegal dumping, vacant lots, overgrown vegetation, deteriorated building exteriors, missing or broken windows and screens, foreclosures, illegal signs, and inoperable vehicles all contribute to a community's deterioration. Municipal Code standards are enforced to ensure that communities remain attractive and safe. Well-kept communities help to maintain or increase property values, discourage crime, encourage quality development while preserving the overall quality of life in the community.



## QUALIFICATIONS & SERVICES

CSG maintains Code Enforcement Officers who are fully trained, licensed and certified through the California Association of Code Enforcement Officers (CACEO) and the National Environmental Health Association (NEHA) for any code enforcement challenge presented.

CSG's Code Enforcement Officers work to identify code violations and engage stakeholders and responsible parties to correct code violations consistent with municipal and state codes tailored to the specific needs of the agency.

Examples of codes and ordinances enforced include:

- Zoning codes
- Building codes
- Housing codes
- Public nuisance codes
- State health & safety codes
- Special concerns such as work and safety regulations, short term rental enforcement, massage and human trafficking, and marijuana dispensaries

Our Code Enforcement Officers have extensive experience and skills in the following key areas:

- Code enforcement program review and analysis
- Code enforcement inspections
- Preparing administrative remedies including administrative citations
- Conducting administrative hearings
- Preparing program documentation and staff reports as well as committee and City Council presentations
- Testifying on behalf of clients in criminal court
- License and permit application review and processing
- Coordination of activities with multiple departments including Building, Planning, Community Development, Police and City Attorneys
- Providing information on municipal regulations to property owners, residents, businesses, the general public, as well as to agency departments and divisions

Although a majority of our results are gained by voluntary compliance, our services include a full range of code enforcement activities, including:

- Enforcing administrative abatement
- Testifying in public hearings and court proceedings on behalf of the agency
- Facilitating settlement agreements
- Recommending changes to the code
- Appearing as expert witnesses

# Robert L. Cushing

REHS, CCEO  
Code Enforcement Manager



## LICENSES and CERTIFICATIONS

Stormwater Program Management  
Registered Environmental Health Specialist  
| 3000

Law Enforcement PC 832 Certificate  
| Newark Police Department

California Community College Credential

Various Cal EPA Solid Waste and  
Environmental Certifications

CACEO Certified Code Enforcement Officer

California Environmental Health Association

## EDUCATION

Bachelor of Arts, Environmental Health  
San Jose State University  
| San Jose, CA

Master of Arts, Public Health Education  
San Jose State University  
| San Jose, CA

Mr. Cushing has over 30 years of experience enforcing health and safety codes, the abatement of abandoned vehicles, enforcing local regulations and drafting legislation. With expertise in investigation, mediation, conflict management and California codes, Mr. Cushing brings a proactive approach to resolving code compliance issues for CSG's client agencies.

Prior to joining CSG, Mr. Cushing worked in San Jose, California's third largest city, in a variety of jobs including Chief of Code Enforcement, Secretary of the Code Enforcement Appeals Commission and the President of the City of San Jose Management Employees Association.

## RELEVANT EXPERIENCE

### Code Enforcement Manager | CSG Client Agencies

With the **City of Pittsburg**, Mr. Cushing proposed policies and procedures to develop a Rental Housing Inspection program that improved the quality of the City's housing stock enabling it to be more financially self-sustaining. In the **Cities of Atherton, Marina, and Monte Sereno**, Mr. Cushing performed code compliance inspections and periodically reviewed these enforcement programs. His approach to the resolution of long-standing cases resulted in the elimination of complaint back-logs.

While in the **Cities/Towns of Pittsburg, Pinole, and Los Altos Hills**, Mr. Cushing analyzed program efficiency and effectiveness and developed procedures to enhance outdated Code Enforcement programs. He initiated and implemented a dangerous tree enforcement program in Los Altos Hills. Mr. Cushing recently completed an audit of the Code Enforcement Program for the **County of Monterey** and published "Review of the Code Enforcement Program" for the County. He is the Chief Executive Officer for the **Santa Clara County** Abandoned Vehicle Authority overseeing an Agency budget of \$1.7 million dollars and 15 member cities.

### Chief/Supervisor of Code Enforcement | City of San Jose, CA

Mr. Cushing managed the Code Enforcement Division for over 30 years and through several department transitions and programs implementations including the CDBG Block Grant Program, Administrative Remedies Program, San Jose Appeals Hearing Board Vehicle Abatement and various programs within the Department of Planning, Building and Code Enforcement. He directed 6 Supervisors, 20 Vehicle Abatement Officers and 45 Code Enforcement Officers.



# Sean Flanagan CCEO



## LICENSES and CERTIFICATIONS

California Code Enforcement Officer Association,  
(CACEO)  
Advanced Code Enforcement Officer  
PC 832 Certified

## EDUCATION

Bachelor of Arts, Political Science/Government  
University of California Davis  
| Davis, CA  
Certificate of Completion, Fire Science and  
Emergency Preparedness  
University of California Davis  
| Davis, CA

## Code Enforcement Officer

Mr. Flanagan is a Code Enforcement Officer for CSG Consultants. He brings over 10 years of municipal experience having served in the capacities of Code Enforcement Officer, Associate Planner, Assistant Planner and Project Manager for numerous public agencies throughout the State of California. He is experienced in enforcing regulations in support of code compliance, national and local health, safety, and zoning and land use laws; and is trained in performing C4 stormwater inspections. Additional experience includes planning counter duty, answering land use questions from project developers and the public, and working with the California Coastal Commission to resolve zoning and environmental violations. He has excellent report writing, time management, and public speaking skills, including experience presenting to Planning Commissions and City Councils.

## RELEVANT EXPERIENCE

### Code Enforcement Officer | City of Campbell, CA

For this special 2 days per week CSG contract, Mr. Flanagan reviewed and investigated 300+ code enforcement cases for unpermitted construction, illegal accessory units and garage conversions, illegal storage of inoperable vehicles, extreme property maintenance issues, illegal home occupation businesses, illegal fencing and other encroachments. He issued notices to make current property owners aware of violations on their properties, and if voluntary compliance was not achieved, he moved forward with the citation process.

### Code Enforcement Officer | City of Pacifica, CA

As a CSG Code Enforcement Officer, Mr. Flanagan performed comprehensive code enforcement services including addressing property maintenance issues such as hoarding, elder welfare, illegal occupancies (e.g., living in campers on residential properties), inoperable vehicles on private properties, garbage accumulation, graffiti and other blight conditions; and handling issues specific to this beach community such as homeless encampments, complaints from the California Coastal Commission, and enforcement of additional regulations of the coastal zone. His work also included enforcement actions associated with dangerous buildings, unpermitted construction, and "Stop Work" orders, and mediating neighbor disputes. In the office, Mr. Flanagan answered municipal and zoning codes questions at the front counter, wrote notices and warning letters, and issued administrative citations, when needed.

### Code Enforcement Officer | County of Mendocino, CA

Mr. Flanagan enforced health and safety codes including performing investigative abatement and enforcement work for state and local codes, ordinances and approval conditions related to the use, maintenance and safety of land and structures; handling complaints of violations for residential, commercial and industrial properties; and defusing hostile situations. Additional work experience includes marijuana and meth lab abatement as well as work with several auto abatement programs.

### Contract Code Enforcement Officer | Cities of Half Moon Bay, Tracy, Montebello & Rancho Cordova, CA

Mr. Flanagan's investigative abatement and enforcement cases included but were not limited to auto abatement, neighbor conflict, sub-standard housing, drug labs, and working with planning departments to resolve zoning violations. Mr. Flanagan handled complaints of violations for residential, commercial and industrial properties and apartment preservation.

### Associate Planner | City of South San Francisco, CA

Mr. Flanagan's responsibilities included public counter duty, reviewing and issuing temporary use permits (TUP) and sign permits. Other responsibilities included review of site developments, sign SDR, plot plans, planned use developments (PUD), municipal code amendments, business license applications, and historic preservation projects.

### Assistant Planner / Zoning Enforcement Officer | Cities of Dublin, Sacramento & Fontana, & County of Riverside, CA

As an Assistant Planner, Mr. Flanagan handled a wide range of discretionary projects including major design review projects, zone changes, General Plan amendments, administrative site plans, tract & parcel maps, and eminent domain cases. Work also included certificate of occupancy inspections for commercial projects.