



MEETING DATE: July 10, 2024

FROM: Susan Scarlett

RE: CSG Agreement for limited services

BACKGROUND:

The City is in the process of recruiting a Community Engagement Officer. As part of the job description this position will handle abandoned vehicles. Until such time as that person is hired and trained it is critical to be able to deal with abandoned vehicles in the City.

At this time staff is asking for an agreement with CSG consultants to have a person one day every two weeks. This would allow the City to process abandoned vehicles and help train the new employee.

RECOMMENDATION:

Approve an agreement with CSG for limited services for a maximum duration July 15, 2024, to December 31, 2024.

FISCAL IMPACT:

Not to exceed \$15,000

ATTACHMENTS:

- A. CSG CONTRACT FOR CODE ENFORCEMENT - 07-02-2024 (01167889-2)

**CITY OF PORTOLA PROFESSIONAL SERVICES AGREEMENT WITH
CSG CONSULTANTS, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into and effective as of July 15, 2024 (“Effective Date”), by and between the City of Portola, a municipal corporation (“City”) and CSG Consultants, Inc. (“Consultant”) (collectively, the “Parties”).

WHEREAS, the Parties enter into this Agreement for the purpose of Consultant providing professional services to City under the terms and conditions set forth herein.

THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1. Services. Consultant shall provide the professional services as described in and in accordance with the schedule set forth in Exhibit A, attached hereto and incorporated herein (“Scope Services”).

2. Compensation.

A. For the performance of the Services described in Exhibit A hereto City shall compensate Consultant on a time-and-materials basis at the compensation rates specified in Consultant's Fee Schedule included in Exhibit B; provided, however, that total compensation for the performance by Consultant of all Services under all Task Orders shall not exceed fifteen thousand dollars (\$15,000) for the term of this Agreement, said amount being referred to herein as the “not-to-exceed” amount.

B. Consultant shall submit detailed monthly invoices reflecting all services performed during the preceding month and including a revised schedule for performance and additional documentation requested by City, as applicable.

C. Consultant shall be compensated for services in addition to those described in Exhibit A, only if Consultant and City execute a written amendment to this Agreement describing the additional services to be performed and the compensation to be paid for such services. In no case shall the total compensation under this Agreement exceed the “not-to-exceed” amount specified in Paragraph A, above, without prior written authorization of the City.

D. City’s obligation to pay compensation to Consultant as provided herein is contingent upon Consultant's performance of the Services pursuant to the terms and conditions of this Agreement and any amendments thereto. Payment shall be made within thirty (30) days of receipt of Consultant's invoice. Notwithstanding any other provision herein, Consultant shall not be paid any compensation until Consultant has complied with City’s Business License Ordinance.

3. Term. The term of this Agreement commences on the Effective Date, and terminates on December 31, 2024, unless sooner terminated in accordance with Section 4. Upon termination, any and all of City's documents or materials provided to Consultant and any and all of the documents or materials prepared for City or relating to the performance of the Services, shall be delivered to City as soon as possible, but not later than fourteen (14) days after termination of the Agreement.

4. Termination. City may terminate this Agreement without cause upon ten (10) days' written notice. City may immediately terminate or suspend this Agreement for cause. Cause for immediate termination or suspension shall include, but not be limited to, any breach of this Agreement by Consultant or Consultant's bankruptcy or insolvency. Upon receipt of notice of termination or suspension for cause, Consultant shall immediately stop all work in progress under this Agreement. In the event of early termination of this Agreement by City, Consultant shall be entitled to payment for all Services performed to the date of termination to the extent such Services were performed to the satisfaction of City in accordance with the terms and conditions of this Agreement. If City terminates this Agreement for cause, Consultant shall be liable to City for any excess cost City incurs for completion of the Services.

5. Consultant's Representation: Independent Contractor. Consultant represents that Consultant possesses distinct skills in performing the Services. City has relied upon said representation as a material inducement to enter into this Agreement. Consultant shall, therefore, provide properly skilled and technical personnel to perform all Services under this Agreement. It is expressly understood that Consultant, its agents and employees shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of City. This Agreement shall not be construed as an agreement for employment.

6. Facilities and Equipment. Consultant shall, at its sole cost and expense, finish all facilities and equipment that may be required for furnishing Services pursuant to this Agreement, City shall furnish to Consultant no facilities or equipment, unless the City otherwise agrees in writing to provide the same.

7. Licenses, Permits, Etc. Consultant shall, at Consultant's sole cost and expense, keep in effect and require its subcontractors, if any, to keep in effect at all times during the term of this Agreement any licenses, permits or other such approvals which are legally required for performing the Services.

8. Time. Consultant shall devote such time to the performance of the Services as may be reasonably necessary for satisfactory performance of Consultant's obligations pursuant to this Agreement.

9. Inspection. Consultant shall provide City every reasonable opportunity to ascertain that the Services as being performed in accordance with the requirements and intentions of this Agreement. All work done and materials furnished, if any, shall be subject to inspection and approval by City. The inspection of such work shall not relieve Consultant of any of its obligations pursuant to this Agreement.

10. Progress Reports. Upon City's request, Consultant shall provide, in a form acceptable to City, written progress reports of all oral and written observations, opinions, recommendations, analyses, progress and conclusions related to Consultant's performance of the Services.

11. Confidentiality. In the course of providing services for City, Consultant may have access to trade secrets and confidential information, disclosure of which is protected or limited by law. Consultant shall not directly or indirectly disclose or use any such confidential information, except as required for the performance of the Services.

12. Conflict of Interest. Consultant represents that it presently has no interest, and covenants that it shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services hereunder. Consultant further covenants that, in the performance of this Agreement, it shall not employ any subcontractor or person having such a conflict of interest. Consultant represents that no one who has or will have any financial interest under the Agreement is an officer or employee of City. If such conflict of interest arises during this Agreement or any extension, Consultant will immediately advise City and City may, at its sole discretion, immediately terminate this Agreement.

13. Consultant Not Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

14. Standard of Performance. Consultant shall perform all the Services in a manner consistent with the standards of Consultant's profession or, if no such professional standard, in a manner consistent with the standards applicable to said Consultant or type of work. All instruments of service of whatsoever nature, which Consultant delivers to City pursuant to this Agreement, shall be prepared to comply and conform to the standards of Consultant's type of work. All such instruments of service shall become the sole and exclusive property of City upon delivery of the same.

15. Assignment/Transfer. Consultant shall make no assignment or transfer in whole or in part of this Agreement shall be made without the prior written consent of City.

16. Subcontractors. Consultant shall directly perform all Services and shall not subcontract any portion of performance of the Services without the prior written consent of City. Any such subcontractors shall be required to comply, to the full extent applicable, with the terms and conditions of this Agreement. Upon execution of this Agreement, Consultant shall furnish a separate schedule of names and addresses of subcontractors, if any, and shall notify City in advance if changes in subcontractors occur.

17. Statement of Economic Interests. The City may determine that the certain of Consultant's employees must file a Form 700, Statement of Economic Interests, as required by the City's Conflict of Interest Code. If such is the case, the City Clerk's office will provide the Consultant with the form and Consultant shall file form with the City Clerk's office. Said filing shall

include an Assuming Office Statement within thirty (30) days of execution of this Agreement, annual statements on or before April 1 of each year, and a Leaving Office Statement within thirty (30) days after termination of this Agreement or any extensions thereto.

18. Internal Revenue Service Form W-9. The City may determine that the Consultant must file an Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification, as required by City to comply with regulations of the United States Department of the Treasury. If such is the case, the Finance Department shall provide the Consultant with the required form. Consultant shall complete and file the form with City before any payment for Services under this Agreement is rendered.

19. Business License. Consultant shall file and require all its subcontractors to file, a Business License Application as required by the City. The City shall provide the Consultant with the required form. Consultant shall and require all its subcontractors to complete and file the form with the City and shall pay or cause to be paid the business license fee before any payment for Services under this Agreement is rendered.

20. Compliance With All Laws. Consultant and any subcontractors shall fully comply with all applicable local, state and federal rules, laws, regulations and ordinances pertaining to performance of the Services required hereunder, including the Americans with Disabilities Act and any copyright, patent or trademark law. To the extent that any other government agency or entity provides compensation for any Services, Consultant shall comply with all rules and regulations applicable to such fiscal assistance. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the Services hereunder shall, at the discretion of the City, be deemed to constitute a breach of contract.

21. Discrimination. During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, ancestry, gender, sexual orientation, age or physical or mental disability in violation of any applicable law.

22. Notice. Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other Party in accordance with this Section. All such notices shall be sent by:

- A. Personal delivery, in which case notice is effective upon delivery;
- B. Certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;
- C. Nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service; or
- D. Facsimile transmission, in which case notice shall be deemed delivered

upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a non-business day.

City:

City Manager
City of Portola
35 3rd Avenue
Portola, CA 96122
Email: sscarlett@yahoo.com
Phone #: 530-832-6800

Consultant:

Cyrus Kianpour
CSG Consultants, Inc.
550 Pilgrim Drive
Foster City, CA 94404
Email: Contracts@csgengr.com
Phone#: (650) 522-2500

23. Ownership of Documents. All original papers, documents or computer material on disk or microfilm, and copies thereof, produced as a result of this Agreement (collectively “Project Documents”), shall be the property of the City and may not be used by Consultant without the written consent of City. Consultant shall provide documents in electronic form in a format required by the City. Copies of such documents or papers shall not be disclosed to others without the written consent of the City Manager or his or her designated representative. City agrees to indemnify and hold Consultant harmless for claims resulting from City’s alteration for another City project, of said Project Documents.

24. Indemnification. Consultant agrees to indemnify, including the cost to defend, the City and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or its employees or agents in the performance of Services under this Agreement, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the City; and does not apply to any passive negligence of the City unless caused at least in part by the Consultant.

25. Insurance. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Consultant, Consultant’s agents, representatives and employees.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 000 1).
2. Insurance Services Office form number CA 0001 (Ed. 12 /90) covering Automobile Liability, code 1 (any auto), or code 8,9 if no owned auto.
3. Workers’ Compensation Insurance as required by the State of California and Employers' Liability Insurance. If no employees are utilized, the Consultant shall sign a declaration as described in California Health and Safety Code Section 19825.
4. Professional liability insurance appropriate to the Consultant’s profession. Architects’ and Engineers' coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than the following:

- I. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation: statutory limit; Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Professional liability: \$1,000,000 per occurrence or claim as approved by the City's City Manager.

C. Umbrella or Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City.

D. Deductibles and Self-Insured Retention. Any deductibles or self-insured retentions must be declared to and approved by the City and shall not reduce the limits of liability. Policies containing any self-insured retention provision shall provide or be endorsed to provide that the self-insured retention may be satisfied by either the named Insured or the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers, or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. Other Insurance Provisions.

I. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

- a. The City, its officers, officials, employees and volunteers (the "Additional Insureds") are to be covered as insureds as respects liability arising out of work or operations as performed by or on behalf of the Consultant; or automobiles owned, leased; hired or borrowed by the

Consultant.

b. For any claims related to this Agreement, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self- insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it. The Additional Insured coverage under the Consultant's policy shall be at least as broad as ISO Form CG 20 01 04 13.

c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either Party, unless thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

2. The Workers' Compensation endorsement shall contain a Waiver of Subrogation against the City. The Consultant shall provide to the City an endorsement from the Workers' Compensation insurer, if any, agreeing to waive all rights of subrogation against the City for injuries to employees of the Insured resulting from work for the City or use of the City's premises or facilities.

3. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and /or limits included above shall be available to the City. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

G. Verification of Coverage. Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this Agreement. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to the City's requirements. All certificates and endorsements are to be received and approved by the City before Services commence. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

H. Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor prior to commencement of subcontractor's work. Consultant agrees to include with all subcontractors in their subcontract the same requirements stated herein including the indemnity and insurance requirements. Subcontractors hired by Consultant agree to be bound to Consultant and the City in the same manner and to the same extent as Consultant is bound to City under this Agreement. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of these indemnity and insurance

provisions shall be furnished by Consultant to any subcontractor. The Consultant shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and Consultant shall provide proof of compliance to the City. If City is not furnished separate endorsements for each subcontractor prior to the commencement of subcontractor's work, then Consultant shall include all subcontractors as insureds under its policies.

26. Amendment. This Agreement may be amended only by a written instrument executed by both Parties.

27. Litigation. If litigation ensues between City and a third-party which pertains to the subject matter of Consultant's Services hereunder, Consultant, upon request from City, agrees to testify therein at a reasonable and customary fee.

28. Construction. This Agreement is the product of negotiation and compromise on the part of both Parties and that the Parties agree that, notwithstanding Civil Code Section 1654, any uncertainty in the Agreement shall not be construed against the drafter of the Agreement.

29. Governing Law; Venue; Attorneys' Fees. This Agreement shall be enforced and interpreted under the laws of the State of California and the City of Portola. Any action arising from or brought in connection with this Agreement shall be venue in a court of competent jurisdiction in the County of Plumas, State of California. The prevailing Party in any suit or action regarding this Agreement shall be entitled to an award of its reasonable attorneys' fees and costs, including the costs of any experts.

30. Non-Waiver. The City's failure to enforce any provision of this Agreement or the waiver thereof in a particular instance shall not be construed as a general waiver of any part of such provision. The provision shall remain in full force and effect.

31. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

32. No Third Party Beneficiaries. The Parties do not intend to create, and nothing in this Agreement shall be construed to create, any benefit or right in any third party.

33. Mediation. The Parties agree to make a good faith attempt to resolve any dispute arising out of this Agreement through mediation prior to commencing litigation. The Parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. Mediation shall be conducted in Portola, California unless the Parties agree to conduct it in a different location.

34. Consultant's Books and Records.

A. Consultant shall maintain any and all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to the City for a minimum

period of three (3) years or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement.

B. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years or for any longer period required by law, from the date of termination or completion of this Agreement.

C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager or City Attorney, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at Portola City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

D. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained by the City. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor in interest.

35. Headings. The headings used in this Agreement are for convenience only and are not intended to affect the interpretation or construction of any provisions herein.

36. Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination or completion of this Agreement for the fullest period of time allowed by law.

37. Entire Agreement. This Agreement, including the exhibits attached hereto and incorporated herein, constitutes the entire agreement between the Parties with respect to the Services, and supersedes all prior agreements or understandings, oral or written, between the Parties in this regard.

[Signature page to follow]

CITY OF PORTOLA

By: _____

Name: Susan Scarlett

Title: Interim City Manager

Date: _____

CSG CONSULTANTS,
INC.

By: _____

Name: Cyrus Kianpour

Title: President

Date: _____

EXHIBIT A SCOPE OF WORK

CSG will assist the City in managing Code Enforcement complaints and cases including to complaint, intake, responding to complaints, inspections, noticing, vehicle enforcement, and any other related duties as needed at the direction of the City Manager.

CSG utilizes best practices and commonly used tools in code enforcement, including administrative remedies, and will focus and attempt with early notifications. The use of courtesy notices, door hangers (if applicable), and verbal communication will always be the initial approach. This is in great part that it is known that once a party is aware of issues, they are often willing to comply and bring violations into compliance. Additionally, CSG will assist in and provide training of City staff to assure continuation of these practices and services to best serve the community.

CSG will represent the City to address inoperative vehicles and current or outstanding cases, especially those with health and safety concerns. Our focus is always to work as collaboratively as possible, and to guide cases and solutions towards self-compliance. Additional issues involving blight or visual impacts, along with any other code related concerns will also be addressed.

The strongest emphasis will be to address the community's inoperable and abandoned vehicle concerns. Our team members implement and enforce regulations managed by the local vehicle authority in accordance with California Highway Patrol's (CHP) HP-1 guidelines. Our officer(s) will implement appropriate action consistent with the municipal codes and local authority's regulations in identifying inoperative and abandoned vehicles, properly noticing property and vehicle owners, and carrying out abatements actions as needed. CSG team members will work closely with the city and local authority in the documentation process, and will offer recommendations to current policies when applicable.

**EXHIBIT B
FEE SCHEDULE**

CODE ENFORCEMENT SERVICES

CSG's fee schedule for its Code Enforcement services is provided in the table below. Our hourly rates cover general overhead expenses such as mileage and most other equipment necessary to execute the job requirements.

PERSONNEL	HOURLY RATE
Code Enforcement Manager	\$210
Senior Code Enforcement Officer	\$160
Code Enforcement Officer II	\$130
Code Enforcement Officer I	\$105
Overtime Rate (in excess of 8 hours per day)	1.5 x Hourly Rate

All hourly rates include overhead costs including, but not limited to, salaries, benefits, workers' compensation insurance, travel and office expenses. Overtime services and services provided outside of normal business hours will be billed at 1.5x the applicable hourly rate. "On Call" work performed outside of any regular assignments, will be billed on a four-hour minimum basis. On July 1 of each year following the contract start year, CSG will initiate a rate increase based on change in CPI for the applicable region. CSG will deliver an invoice every month for services rendered during the previous month.