

CONTRACT

This Contract entered into this 14 day of January 2019 by and between the County of Ventura, hereinafter called "County," and CSG Consultants, Inc., hereinafter called "Contractor."

WITNESSETH

WHEREAS, pursuant to Section 3 item f of the County Ordinance #4084, the Purchasing Agent of the County has the authority to engage independent contractors to perform services for the County, with or without the furnishing of material; and

WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of performing services relating to providing field and administrative staff support to monitor and enforce the Temporary Rental Unit Program (hereinafter "the TRU Program") as stated in the proposal "Staffing for Temporary Rental Unit (TRU) Monitoring/ Enforcement Program (aka Short-Term Vacation Rental/ Homeshare), dated November 30, 2018, (Attachment 1 to the Contract, and incorporated herein by this reference);

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. **SERVICES TO BE PERFORMED BY CONTRACTOR**

In consideration of the payments hereinafter set forth, Contractor will perform services for County in accordance with the terms, conditions, and specifications set forth herein Exhibit A, attached hereto and by reference are made a part hereof.

2. **PAYMENTS**

The County shall make payments to the Contractor in accordance with all terms, conditions, and specifications set forth in the Contract and Attachment 1 in the manner specified in Exhibit A – Scope of Work. Payments under this Contract shall not exceed a total of \$99,000 unless this Contract is amended pursuant to Section 14 below.

3. **INDEPENDENT CONTRACTOR**

No relationship of employer and employee is created by this Contract, it being understood that Contractor is an independent contractor, and neither Contractor nor any of the persons performing services for Contractor pursuant to this contract, whether said person be member, partner, employee, subcontractor, or otherwise, will have any claim under this contract or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this Contract, Contractor in the performance of its obligation hereunder is subject to the control or direction of County merely as to the result to be accomplished by

County of Ventura Board of Supervisors Resource Management Agency - CC Exhibit 1 - Amendment No. 1 to CSG Consultants, Inc. Contract

the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results. County shall not own, and shall have no right to obtain or possess, Contractor's internal communications regarding the subject matter of this Contract.

If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by Contractor, and County will have no right or authority over such persons or the terms of such employment, except as provided in this Contract.

The Contractor shall comply with all of the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto; and all similar State and Federal acts or laws applicable; and will indemnify and hold harmless the County of Ventura from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against the County, for or on account of any liability under any of said Acts which may be incurred by reasons of any work to be performed under this Contract.

4. NON-ASSIGNABILITY

Contractor shall not assign this Contract or any portion thereof, to a third party without the prior written consent of County, and any attempted assignment without such prior written consent will be null and void and will be cause, at County's sole and absolute discretion, for immediate termination of this Contract.

5. TIME SCHEDULE

Time is of the essence in the performance of this Contract. The Contractor shall complete all obligations, services and specifications set forth in Exhibit A – Scope of Work within the Project Timeline included therein. All services and deliverables shall be provided by no later than June 30, 2020 unless unforeseen circumstances dictate that additional time is required in order to complete the services to be performed.

Any extension of the effective period of this contract must be mutually agreed upon by and between the County and the Contractor, and shall be effective only when incorporated in written amendments to this Contract in accordance with Section 14 below.

6. TERMINATION

The County may terminate this Contract at any time for any reason by providing 10 days written notice to Contractor. In the event of termination under this section,

Contractor shall be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this Contract. Contractor hereby expressly waives any and all claims for damages or compensation arising under this Contract except as set forth in this section in the event of such termination.

This right of termination belonging to the County may be exercised without prejudice to any other remedy which it may be entitled at law or under this Contract.

7. DEFAULT

If Contractor defaults in the performance of any term or condition of this Contract, Contractor must cure that default by a satisfactory performance within 10 days after service upon Contractor of written notice of the default. If Contractor fails to cure the default within that time, then County may terminate this Contract without further notice.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to County's right to terminate this Contract without cause pursuant to section 4 above.

8. INDEMNIFICATION AND HOLD HARMLESS

Contractor agrees to defend, through attorneys approved by County, indemnify and hold harmless County and its boards, agencies, departments, officers, employees, agents and volunteers (collectively, "Indemnatee") from and against any and all third party claims, lawsuits, judgments, debts, demands and liability (including attorney fees and costs) (collectively, "Third Party Claims"), including, without limitation, those arising from injuries or death of persons and/or damage to property, that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Contractor or its principals, officers, employees, agents or subcontractors in the performance of this Contract. This indemnity provision does not apply to Third Party Claims arising from the sole negligence or willful misconduct of Indemnatee or to the extent caused by the active negligence of Indemnatee. Contractor shall not settle or otherwise compromise a Third Party Claim covered by this section without County's advance written approval.

9. INSURANCE PROVISIONS

A) Contractor, at its sole cost and expense, shall obtain and maintain in full force during the term of this Contract the following types of insurance:

- 1) General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability.

- 2) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.
 - 3) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000.
 - 4) Professional Liability coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate.
- B) All insurance required shall be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Contractor's insurance coverage and will not contribute to it.
- C) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- D) The County of Ventura, and any related entities as identified by County, including all of their respective boards, agencies, departments, officers, employees, agents and volunteers, are to be named as Additional Insured as respects to work done by Contractor under the terms of this Contract for General Liability Insurance.
- E) Contractor agrees to waive all rights of subrogation against the County of Ventura, all related entities as identified by County, and all of their respective boards, agencies, departments, officers, employees, agents and volunteers, for losses arising from work performed by Contractor under the terms of this Contract.
- F) Policies shall not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County.
- G) Contractor agrees to provide County with the following insurance documents on or before the effective date of this Contract:
1. Certificates of Insurance for all required coverage.
 3. Additional Insured endorsement for General Liability Insurance.
 4. Waiver of Subrogation endorsement (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) for Workers' Compensation.

Failure to provide these documents shall be grounds for immediate termination or suspension of this Contract.

10. **NON-DISCRIMINATION**

A) General.

No person shall on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Contract.

B) Employment.

Contractor shall insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Contract. Contractor's personnel policies shall be made available to County upon request.

11. **SUBSTITUTION**

If particular people are identified in Attachment 1, if applicable, as working under this Contract, the Contractor will not assign others to work in their place without written permission from the County Resource Management Agency. Any substitution shall be with a person of commensurate experience and knowledge.

12. **INVESTIGATION AND RESEARCH**

Contractor by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this Contract is to be based upon such investigation and research, and not upon any representation made by the County or any of its officers, agents or employees, except as provided herein.

13. **CONTRACT MONITORING**

The County shall have the right to review the work being performed by the Contractor under this Contract at any time during Contractor's usual working hours. Review, checking, approval or other action by the County shall not relieve Contractor of Contractor's responsibility for the thoroughness of the services to be provided hereunder. This Contract shall be administered by the County's Code Compliance Director or designee.

14. **AMENDMENTS**

This Contract may not be altered, amended, extended or modified except by written instrument signed by the duly authorized representative of both parties.

County may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of

Contractor's compensation which are mutually agreed upon by and between County and Contractor shall be effective when incorporated in written amendments to this Contract.

15. CONFLICT OF INTEREST

Contractor covenants that Contractor presently has no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract no person having such interest shall be employed or retained by Contractor to provide services in the performance of this Contract.

16. CONFIDENTIALITY

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by Contractor under this Contract which County requests in writing to be kept confidential, shall not be made available to any individual or organization by Contractor without the prior written approval of the County except as authorized by law.

17. NOTICES

All notices required under this Contract will be made in writing and addressed or delivered as follows:

TO COUNTY:

Project Manager:

COUNTY OF VENTURA - RESOURCE MANAGEMENT AGENCY
CODE COMPLIANCE DIVISION - ATTN: DOUG LEEPER
800 SOUTH VICTORIA AVENUE
VENTURA, CALIFORNIA 93009-1750

TO CONTRACTOR:

CSG CONSULTANTS, INC.
ROBERT L. CUSHING
550 PILGRIM DRIVE
FOSTER CITY CA 94404
PHONE: 650-522-2500

Either party may, by giving written notice in accordance with this section, change the names or addresses of the persons or departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the

third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

18. Work Product

Upon completion or termination of the Contract for any reason, County shall be entitled to immediate possession of, and Contractor shall promptly furnish to County, on request, all original reports, drawings, designs, plans, specifications, data, correspondence (not including Contractor's internal communications), notes, and all other pertinent data and work product prepared or gathered by Contractor in the performance of this Contract (collectively, "Work Product"). Contractor shall not copyright any Work Product. Contractor may retain copies of the Work Product for its files.

19. ENTIRE AGREEMENT

This Contract supersedes all previous agreements, understandings and representations of any nature whatsoever, whether oral or written, and constitutes the entire understanding between the parties hereto regarding the subject matter hereof.

20. GOVERNING LAW

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties under this Contract, shall be construed pursuant to and in accordance with the laws of the State of California.

21. SEVERABILITY OF CONTRACT

If any term of this Contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the Contract terms shall remain in full force and effect and shall not be affected.

22. CUMULATIVE REMEDIES

The exercise or failure to exercise of legal rights and remedies by the County in the event of any default or breach hereunder shall not constitute a waiver or forfeiture of any other rights and remedies, and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this Contract.

23. COMPLIANCE WITH LAWS

Each party to this Contract will comply with all applicable laws.

24. **CONSTRUCTION OF COVENANTS AND CONDITIONS**

Each term and each provision of this Contract shall be construed to be both a covenant and a condition.

IN WITNESS WHEREOF the parties hereto have executed this Contract.

COUNTY OF VENTURA

Authorized Signature

CHRIS STEPHENS

Printed Name

DIRECTOR

Title

1-14-19

Date

CONTRACTOR*

Authorized Signature

Cyrus Kianpour, P.E., P.L.S.

Printed Name

President

Title

01-10-19

Date

91-2053749

Tax Identification Number

CONTRACTOR*

Authorized Signature

Dave Gottlieb

Printed Name

Chief Financial Officer

Title

01-10-19

Date

* If a corporation, this Contract must be signed by two specific corporate officers.

The first signature must be either the (1) Chief Executive Officer, (2) Chairman of the Board, (3) President, or any (4) Vice President.

The second signature must be the (a) Secretary, an (b) Assistant Secretary, the (c) Chief Financial Officer, or any (d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company

Exhibit A - SCOPE OF WORK

Vendor: CSG Consultants Inc. **Address:** 550 PILGRIM DRIVE
FOSTER CITY CA 94404

Contact: Robert L. Cushing **Phone:** 650-522-2500

Tax ID #: 91-2053749 **Project Title:** TRU Program

Cost: not to exceed \$99,000 **Term:** January 1, 2019 to June 30, 2020

Division Contact: Doug Leeper **Phone:** 805-654-2446

Description of Services:

Vendor will provide staff services to assist in the administration, processing, monitoring, and enforcement of the Temporary Rental Unit Program. Specifically, vendor will provide, as needed, up to:

- One (1) administrative clerical/ technician
- Three (3) code compliance officers

As staffing needs may change during the implementation, processing and monitoring/enforcement phases of the TRU Program, CSG will provide those staff members required within ten (10) business days of written request from the County.

Reporting: Vendor will provide written report to the Code Compliance Division as directed.

Payment Method: Vendor will submit invoices detailing services rendered to: County of Ventura, Resources Management Agency, 800 Victoria Avenue, Ventura, CA, 93009, L1700-RMA Accounting Department.

Project Budget: Vendor will invoice services according to the rates listed below.

Code Enforcement Manager	\$150.00
Senior Code Enforcement Officer	\$120.00
Code Enforcement Officer II	\$110.00
Code Enforcement Officer I	\$100.00
Overtime Rate	1.5 x hourly rate

Compensation will be as follows:

Vendor will indicate on the invoice the current contract balance in the following suggested format: Contract Amount: \$ x,xxx Contract Balance: \$ x,xxx



ATTACHMENT A
PROPOSED TO THE

County of Ventura

Staffing for Temporary Rental Unit (TRU) Monitoring/Enforcement Program (aka Short-Term Vacation Rental/Homeshare)

NOVEMBER 30, 2018



3707 W. Garden Grove Blvd. #100
Orange CA 92868
714.568.1010 phone
714.568.1028 fax
www.csgegr.com

Cover Letter

November 30, 2018

Doug Leeper
County of Ventura
Code Compliance Division
800 South Victoria Avenue, L#1740
Ventura, CA 93009-1740

RE: Request for Proposal Regarding Staffing for Temporary Rental Unit (TRU) Monitoring/Enforcement Program (aka Short-Term Vacation Rental/Homeshare)

CSG Consultants, Inc. (CSG) is pleased to submit its proposal to the County of Ventura (County) for Code Enforcement Services on an as-needed basis. To this contract, our firm brings specialized expertise, proximity, depth of resources, highly experienced personnel and the ability and desire to deliver code enforcement solutions that meet the County's needs and requirements.

Since 1991, CSG has been providing consulting services to jurisdictions throughout the state. We currently furnish code enforcement, building and safety, public works, planning, and fire prevention as well as additional services to over 175 clients, including many neighboring communities. We understand the specialized needs of public agencies and offer a proven process and approach in delivery of our code enforcement services.

For the performance of this work, CSG proposes the services of CACEO-certified Senior Code Enforcement Officer **Irma Gowin, CCEO**. Irma has over 20 years of municipal and related experience and is currently providing code enforcement services to nearby agencies. Ms. Gowin's resume is provided herein for the County's review. Ms. Gowin, in addition to her code enforcement experience has significant experience as a Certified Permit Technician and Field Training Officer.

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
3707 W. Garden Grove Boulevard, Suite 100, Orange, CA 92868
(714) 568-1010 **phone** | (650) 333-0854 **cell** | robertc@csgengr.com **email**

We appreciate this opportunity to offer our code enforcement services to the County Ventura and look forward to discussing the next steps with you. Please feel free to contact Mr. Cushing with any questions you may have regarding our proposal.

Sincerely,



Cyrus Kianpour, P.E., P.L.S.
President, CSG Consultants, Inc.



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Technical Qualifications Proposal

SECTION

1

FIRM SUMMARY

CSG Consultants, Inc. (CSG) is a California company with our local office in Redlands and its corporate office in Foster City. Additional support is available from our other offices in Orange, Sacramento, Pleasanton, San Jose, and Newman. Founded in 1991, ***CSG performs work solely for public agencies***, eliminating the potential for conflicts of interest. In this way, we can focus exclusively on the specific needs of our municipal clients. CSG provides a wide range of services to community development and public works departments, often serving as a seamless extension of agency staff. The majority of the 300+ individuals within our firm have provided public agency services throughout their entire careers. Our talented personnel bring a wealth of ideas and experiences having held similar positions with communities facing similar development issues as the County of Ventura.

NAME OF FIRM: CSG Consultants, Inc.

PROJECT CONTACT: Robert L. Cushing, Code Enforcement Manager

LOCAL OFFICE: 3707 W. Garden Grove Boulevard, Orange, CA 92868
(714) 568-1010 *phone* • (714) 568-1028 *fax*
www.csgegr.com | info@csgegr.com

CORPORATE OFFICE: 550 Pilgrim Drive, Foster City, CA 94404
(650) 522-2500 *phone* • (650) 522-2599 *fax*
www.csgegr.com | info@csgegr.com

REGIONAL OFFICES: 1177 Idaho Street, Suite 120, Redlands, CA 92374
3875 Hopyard Rd., Suite 141, Pleasanton, CA 94588
3150 Almaden Expressway, Suite 255, San Jose, CA 95118
930 Fresno Street, Newman, CA 95360
1303 J Street, Suite 270, Sacramento, CA 95814

YEARS IN BUSINESS: 27 • Founded in 1991

EMPLOYEES: 300+

TYPE OF BUSINESS: California Corporation • Incorporated June 15, 2000 • Federal ID: 91-2053749

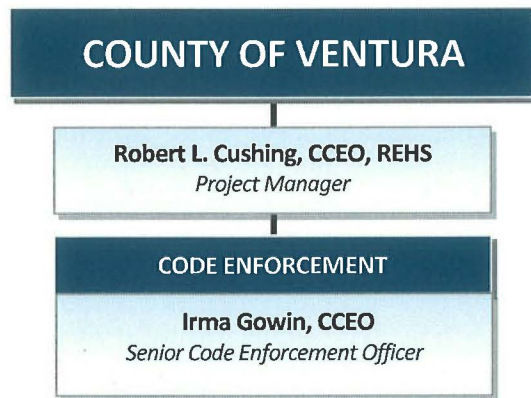
Staff Composition

Our professional municipal services staff consists of:

- Code Enforcement Officers
- Plan Review Engineers
- Plan Reviewers
- Building Officials
- Inspectors
- CASp Professionals
- Planning Professionals
- Structural Engineers
- Grading Improvement Plan Reviewers & Inspectors
- Fire Department Plan Reviewers & Inspectors
- Information Technology Professionals
- Program & Project Managers
- Civil Engineers
- Construction Managers
- Sustainability Professionals
- Permit Technicians

PROPOSED PERSONNEL

CSG maintains staff with the breadth and depth of experience as well as the licenses and certifications required for successful performance of the services requested by the County. The following team members will be assigned to this project as-needed. **Robert L. Cushing, CCEO, REHS** will serve as the point of contact for the County of Ventura and will oversee the Code Enforcement Officer(s) who are available immediately. Resumes of CSG's proposed staff are provided on the following pages.



The table below illustrates the breadth and depth of personnel available for this contract.

TEAM MEMBER	CREDENTIALS	LICENSE / CERTIFICATION #
Robert Cushing, REHS, CCEO <i>Code Enforcement Manager</i>	CACEO Certified Code Enforcement Officer (Basic) CACEO Certified Code Enforcement Officer (Intermediate/Advanced) Law Enforcement PC 832 Certificate, Newark Police Department California Law Enforcement Telecommunications System, (CLETS) San Jose Police Department Registered Environmental Health Specialist California Community College Credential Various Cal EPA Solid Waste and Environmental Certifications California Environmental Health Association	3000
Irma Gowin, CCEO <i>Senior Code Enforcement Officer</i>	CACEO Certified Code Enforcement Officer PC 832 Arrest and Firearms (Level III) Certified Mediator Monterey County Community Emergency Response Certified	

Robert L. Cushing

REHS, CCEO
Code Enforcement Manager



LICENSES & CERTIFICATIONS

CACEO Certified Code Enforcement Officer
Registered Environmental Health Specialist | 3000
Law Enforcement PC 832 Certificate
| Newark Police Department
Various Cal EPA Solid Waste and Environmental Certifications

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

PROFESSIONAL AFFILIATIONS

California Association of Code Enforcement Officers (CACEO)
California Environmental Health Association (CEHA)

Mr. Cushing has over 30 years of experience in 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 for the City of 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.

In addition to his Code Enforcement Management work, Mr. Cushing serves as the CEO for the Santa Clara County Abandoned Vehicle Abatement Authority, a California Joint Powers Agency.

RELEVANT EXPERIENCE

Code Enforcement Manager | Multiple CSG Client Agencies

Mr. Cushing is CSG's Manager of Code Enforcement in charge of over 20 code enforcement officers and permit technicians.

In addition to his management responsibilities, he has worked directly with CSG client agencies on specific code enforcement projects. For the **City of Pittsburg**, for example, 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/Towns 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 serving 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.

Irma S. Gowin CCEO

Senior Code Enforcement Officer



LICENSES & CERTIFICATIONS

CACEO Certified
Code Enforcement Officer
PC 832-Arrest and Firearms (Level III)
Certified Mediator
Community Oriented Policing/Problem Solving (COPPS) California Commission on Peace Officer Standards and Training
Monterey County Community Emergency Response Certified (CERT)

EDUCATION

Architecture (non-graduate)
Universidad Autonoma Del Estado De Mexico
Toluca, Mexico
Bachillerato in Architecture
(Gen. Ed/equivalent to an AA degree)
Instituto Tecnico Administrativo Y Humanistico de Toluca
Toluca, Mexico
Monterey College of Law Courses
Mediation Skills

PROFESSIONAL AFFILIATIONS

California Association of Code Enforcement Officers (CACEO), Board of Directors, Region 4 Seat
Southern California Association of Code Enforcement Officers (SCACEO)

Ms. Gowin serves as a Code Enforcement Officer and Permit Technician for CSG and its clients. As a CSG Code Enforcement Officer, she has provided code enforcement services to the Cities/Towns of Los Banos, Seaside, Soledad, Marina, Monterey, Carmel, San Bruno, Millbrae and Los Altos Hills. Ms. Gowin has proven abilities as an effective team member; collaborator with multiple departments, agencies and the public; and in delivering clear, concise and accurate case reports. She is also fluent in Spanish and French, and proficient at operating TRAKIT, PTWin, WIntegrate, and CSG's GreenVue permit software.

RELEVANT EXPERIENCE

Code Enforcement Officer | City of Los Banos, CA

As a CSG Code Enforcement Officer, Ms. Gowin assists the City of Los Banos with its CDBG targeted enforcement program which includes housing, zoning, building and municipal code investigative work, inspections and enforcement actions, as well as coordinating with City departments and outside agencies, and generating reports as needed.

Permit Technician | City of Soledad, CA

Drawing on her in-depth knowledge of building codes, Ms. Gowin managed the City's front counter and building permit processing while assisting the City with setting up its Permit Technician program which included restarting the City's dormant permit card processing system and training the incoming Permit Technician.

Code Enforcement Officer | City of Seaside, CA

As a CSG Code Enforcement Officer, Ms. Gowin addressed building, zoning, and municipal code violations. In addition, she reorganized the code enforcement case filing system, created code enforcement complaint forms and handouts in English and Spanish, and implemented a bi-weekly case summary report for the City Council.

Code Enforcement Officer and Permit Technician | City of Marina, CA

Ms. Gowin's responsibilities as a CSG Code Enforcement Officer included customer service, permit issuance and answering code questions in the Building Department. Her exceptional customer service skills include a focus on ensuring that permits were issued in a timely and organized manner.

Building Services Manager | County of Monterey, CA

Ms. Gowin oversaw all administrative functions such as planning, organizing, training, scheduling, evaluating, and working closely with other departments and outside agencies, as well as with a diverse community to ensure public safe living. She also prepared written reports and/or compliance recommendations to the upper management and County Supervisors and recommended and/or took disciplinary action as appropriate and assigned staff for technical work.

Senior Code Enforcement Officer | City of Salinas, CA

Ms. Gowin worked in code enforcement roles of increasing responsibility within the City's Community and Economic Development Department and the Police Department. Her work included evaluating budgetary needs, planning, training, and coordinating administrative staff. She was also responsible for inspection scheduling through council district assignments and coordinated inspection activities with other departments and outside agencies such as County, State and Federal agencies to assure compliance with all applicable codes, ordinances, laws and regulations. In her code enforcement work, Ms. Gowin utilized her analytical skills for interviewing as well as her knowledge of the Uniform Housing and Dangerous Building Codes and Land Use Planning. Aside from her responsibilities in issuing criminal citations, she also obtained and executed inspection warrants, presented reports and recommendations to Council, and wrote inspection reports and made compliance recommendations to the Inspection Services Manager.

REFERENCES

CSG has over 27 years of experience in the provision of professional municipal services to jurisdictions throughout California. Our track record of success with our clients is outstanding and we encourage you to contact our references with any questions or clarification you might require. The following references are examples of communities for which we provide or have provided code enforcement services.

County of Monterey

Josh Bowling

RMA Services Manager
1441 Schilling Place
Salinas, CA 93901
831-755-5227
831-757-9516 fax
bowingj@co.monterey.ca.us

Code Enforcement Services since 2012

City of Marina

Dan Paolini

Chief Building Official
Community Development Department
209 Cypress Avenue
Marina, CA 93933
831-884-1285
831-884-9654 fax
buildingo@ci.marina.ca.us

Code Enforcement Services since 2007

City of Los Banos

Gary Brizzee, Chief

Los Banos Police Department
945 5th Street
Los Banos, CA 93635
209-827-7070 ext 116
gary.brizzee@losbanos.org

Code Enforcement Services since 2016

City of Campbell

Brian Loventhal

City Manager
70 N. First Street
Campbell, CA 95008
408-866-2125
cmo@cityofcampbell.com

Code Enforcement Services since 2012

City of Carmel-By-The-Sea

Marc Wiener

Community Planning and Building Director
Monte Verde St
Carmel-By-The-Sea, CA 93923
831-620-2024
mwiener@ci.carmel.ca.us

Code Enforcement Services since 2015

City of San Rafael

Anna Santiago

Code Enforcement Manager
Community Development Department
Planning Division
1400 Fifth Avenue
San Rafael, CA 94915
415-458-5357
415-485-3184 fax
ana.santiago@cityofsanrafael.org

Code Enforcement Services since 2013

Town of Los Altos Hills

Carl Cahill

City Manager
26379 Fremont Road
Los Altos Hills, CA 94022
650-947-2515
650-941-3160 fax
ccahill@losaltoshills.ca.gov

***Code Enforcement Services 2008-2009 and
Administrative Hearing Officer Services since 2008***

RELATED EXPERIENCE

Partial Client List

The following is a sampling of communities for which CSG provides or has provided code enforcement services.

- | | | |
|----------------------|---------------------|---------------------|
| ▶ Town of Loomis | ▶ City of Campbell | ▶ City of Seaside |
| ▶ City of Livingston | ▶ City of Saratoga | ▶ City of Sunnyvale |
| ▶ County of Monterey | ▶ City of Marina | ▶ City of San Bruno |
| ▶ City of San Rafael | ▶ City of San Jose | ▶ City of Sausalito |
| ▶ City of Millbrae | ▶ City of Los Banos | ▶ Town of Woodside |

The following are descriptions of some specific CSG code enforcement projects/contracts.

General Code Enforcement Services | City of Marina, CA

CSG has provided contractual code enforcement services for the City of Marina on a continuous basis since 2007. Core services include general code enforcement throughout the City including responding to complaints, supporting the Chief Building Official in dangerous building and housing code inspections, and issuance of administrative citations to respondents who do not comply.



Other services include assisting the Planning Division in investigating zoning complaints and other violations of the Zoning Code, supporting the Engineering Department and Public Works Department in investigating violations of the Public Works Code and supporting the enterprise-funded Airport Department in identifying and responding to violations that occur on airport property.

Short-Term Rental Program Enforcement Services | City of Monterey, CA

CSG has provided short term rental enforcement for the City of Monterey since 2015. Our inspectors specialize in following up on complaints regarding short term rentals as well as proactively seeking rental properties that are in violation. To date we have handled a large number of cases, issued administrative citations and pursued appropriate cases through the administrative process. Our citation rate is commensurate with enforcement needs and ranks very high in the recovery of penalties up to and including property liens.

CDBG and Special Inspection Services | Cities of Los Banos and Livingston, CA

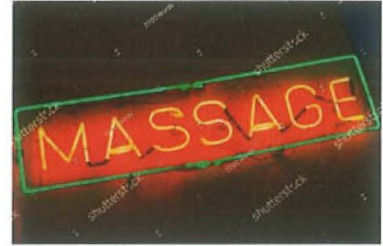
CSG has provided Community Development Block Grant (CDBG) sponsored inspection services in the cities of Los Banos and Livingston since 2016. Our inspectors specialize in resolving blight and nuisance complaints in these cities as well as throughout the Central Valley by concentrating inspection and nuisance abatement services within the low to moderate income census tracts in block grant cities.

General Code Enforcement | County of Tuolumne, CA

CSG has been retained by Tuolumne County to provide code enforcement services including all phases of code enforcement including general code, building and permit violations, planning and cannabis regulation.

General Code Enforcement and Special Program Implementation | City of San Rafael, CA

CSG's Code Enforcement staff has assisted the City in the development and ongoing implementation of its highly successful massage establishment inspection program. The program includes full administrative enforcement services in combination with the following specialized inspections: initial inspections, annual inspections, compliance inspections, sting operations, after-hour & weekend inspections, and decoy operations. Additionally, staff coordinates the following administrative duties on the City's behalf: new-business certifications, employee registrations (including credential verification), and issuance of administrative citations. They also initiate revocation hearings and business closures and provide subsequent coordination with the California Massage Therapy Council for statewide sanctions.



Code Enforcement Program Evaluation | Multiple Client Agencies

CSG is frequently called upon to evaluate code enforcement practices and related programs prior to providing staff for municipal programs. Formal analyses have been completed for the County of San Benito, County of Monterey and City of Oakland, and we currently are conducting a detailed analysis of the code enforcement program for New Castle County, DE.

FIRM CAPABILITIES

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.

CSG maintains experienced 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.

Code Enforcement Supervision

CSG can provide interim staffing to oversee an agency's code enforcement personnel and day-to-day activities, ensuring, for example that procedures are followed, caseloads are managed effectively and that code enforcement officers work fairly and consistently with property owners and reporting parties. Our personnel are adept at serving as liaisons for Code Enforcement units when interacting with members of other departments. CSG Code Enforcement Managers may be called upon to attend department meetings, committee meetings and City Council meetings as a Code Enforcement Program progresses. They can be also available to assist code enforcement officers, law enforcement, and other City staff as well as representatives of other agencies on field visits when needed.

In addition, CSG personnel can review existing code enforcement programs—look for efficiencies and help establish appropriate policies and procedures to facilitate the mission of the code enforcement unit.

Code Enforcement Services

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 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

PROJECT UNDERSTANDING

Our certified code enforcement personnel have the experience and skills to provide support for all aspects of code enforcement programs from program review to enforcement inspections. Our officers pride themselves in maintaining a high level of training and expanding their scope of knowledge and experience. CSG's officers are expert at identifying code violations and in engaging stakeholders and responsible parties to correct violations. They develop intimate knowledge of project areas and systematically formulate inspection protocols matched to the individual projects.

CSG will provide administrative clerical/Code Compliance Technician and code enforcement officer(s) under the general supervision of a Senior Code Compliance Officer on an as-needed basis to perform functions including but not limited to the following:

1. *Administrative staff will be responsible to intake and process TRU applications. This includes entering and updating information within the County data system(s), receiving and sending correspondence, researching reports of illegal TRU locations, issuing Permit to Operate TRU, etc.*

2. *Code compliance officers will be responsible for inspecting/investigating all permitted TRU locations for compatibility with the ordinance requirement, as well as those reported that have not been issued a Permit to Operate. They will also be responsible for updating County data systems, drafting reports, issuing Notices of Violation, citations, penalties, testifying in administrative hearings and court.*
3. *Code compliance officers will be responsible for proactively monitoring permitted TRU locations to verify compliance with the regulations in the ordinance. In addition, these officers will respond to complaints of violations as soon as possible after they are received.*
4. *Officers will work out of the County offices, maintaining regular office and working hours.*
5. *Officers will perform field surveys and investigate complaints of zoning, nuisances, and property maintenance including enforcement of cannabis regulations, vacation home rental regulations, vacant lot and weed abatement regulations, sign regulations and other building and zoning regulations. They will conduct routine daily patrols to determine conditions in the community, identify new violations and on-going enforcement and educational progress.*
6. *Officers will recognize the need for remedial actions and implement action to correct violations where appropriate.*
7. *Officers will perform and properly document results to determine validity of complaints and identify conformance with codes, ordinances and regulations.*
8. *Officers will utilize photographs and measurements designed to substantiate facts and conduct interviews with appropriate parties.*
9. *Officers will prepare and issue warning notices, notices of violations, letters of noncompliance and administrative citations when appropriate.*
10. *Officers will demonstrate a high level of experience, judgement and reporting ability consistent with the County standards and protocols.*
11. *Officers will provide a high level of customer service, training and guidance for residents, other code enforcement officers and appropriate employees throughout all departments.*
12. *CSG will supply or fund all necessary equipment, uniforms and vehicles required for its personnel to service the contract.*
13. *CSG or its officers will provide professional support and guidance and will coordinate all activities with support personnel, County employees and other individuals.*

Cost Proposal

SECTION

2

CSG's fee schedule for proposed work is provided in a separate sealed envelope per the RFP's request.

PROPOSAL TO THE

County of Ventura

FOR

Staffing for Temporary Rental Unit (TRU) Monitoring/Enforcement Program (aka Short-Term Vacation Rental/Homeshare)

COST PROPOSAL

PREPARED BY

CSG Consultants, Inc.

November 30, 2018

3707 W. Garden Grove Boulevard, Suite 100, Orange, CA 92868
phone 909-334-4230 | fax 909-334-4235 | www.csgegr.com
Orange • Redlands • Sacramento • Newman • Foster City • San Jose • Pleasanton



Cost Proposal

SECTION

2

RATE SCHEDULE

CSG's fee schedule for proposed work is provided below.

PERSONNEL / REVIEW TYPE	ALL INCLUSIVE FEE / HOURLY RATE
Code Enforcement Manager	\$150
Senior Code Enforcement Officer	\$120
Code Enforcement Officer II	\$110
Code Enforcement Officer I	\$100
Overtime Rate	1.5 x Hourly Rate

All hourly rates include salaries, benefits, workers compensation insurance, local travel and miscellaneous office expenses. Should the scope of work change, or circumstances develop which necessitate special handling, CSG will notify the County prior to proceeding. On each anniversary of the contract start date, CSG will initiate an hourly rate increase based on change in CPI-W 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.

Insurance Requirements

SECTION

3

CSG is a fully insured corporation and will comply with the insurance requirements set forth in Section 9 of the Sample Contract. If needed during the County's proposal review process, CSG's insurance certificate indicating coverage limits can be provided upon request.

Acknowledgement Form

SECTION

4

The County's Acknowledgement Form has been provided on the following page.

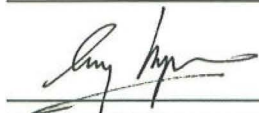
**III. ACKNOWLEDGEMENT FORM
RESOURCE MANAGEMENT AGENCY
CODE COMPLIANCE DIVISION CONSULTANT SERVICES**

TO: Ventura County Resource Management Agency
Code Compliance Division
Attn: Doug Leeper
800 South Victoria Avenue, L#1740
Ventura, CA 93009-1740
Fax:(805) 654-2509
Doug.Leeper@ventura.org

The undersigned declares that he/she has carefully examined, and is thoroughly familiar with contents of the "Request for Proposals/ Qualifications Temporary Rental Unit Program (aka Short-term Vacation Rental/Homeshare). Furthermore, the undersigned declares that he/she is authorized to represent the firm submitting the following proposal.

Please provide a complete explanation of any exceptions you wish to make to the project requirements. (Attach additional pages if necessary).

N/A



AUTHORIZED SIGNATURE

Cyrus Kianpour, President

PRINTED NAME/ TITLE

11/29/18

DATE

(714) 568-1010

PHONE NUMBER

CSG Consultants, Inc.

NAME OF FIRM

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