

**AGREEMENT BETWEEN THE CITY OF MURRIETA  
AND  
GRC Associates, Inc.**

This Agreement ("Agreement"), made this first day of March, 2023, by and between the CITY OF MURRIETA, a Municipal Corporation, duly organized and existing under and by virtue of the laws of the State of California ("CITY"), and GRC ASSOCIATES, INC., a California Corporation ("CONSULTANT") with reference to the following facts which are acknowledged by each party as true and correct:

**RECITALS**

A. CITY is a general law city, formed and existing pursuant to the provisions of the California Government Code.

B. CITY is authorized to enter into consultant agreements under the provisions of California Government Code section 53060.

C. CITY desires as-needed Community Development Block Grant program administrative services.

D. CONSULTANT has special knowledge, experience and facilities for accomplishing the above services.

E. CITY now desires to retain CONSULTANT to accomplish the above services, and CONSULTANT is willing to be so retained pursuant to the terms and conditions of this Agreement.

**AGREEMENT**

NOW, THEREFORE, it is agreed by and between the parties as follows:

**OPERATIVE PROVISIONS**

**1. RESPONSIBILITIES OF CONSULTANT**

1.1 CONSULTANT shall undertake to carry on the scope of services as listed in the attached Scope of Services (refer to Exhibit "A"), which is attached to and made a part of this Agreement. To the extent the provisions of Exhibit "A" are ambiguous in relation to the provisions of this Agreement, inconsistent with the provisions of this Agreement, or expand upon the provisions of this Agreement, the provisions of this Agreement shall take precedence and the provisions of Exhibit "A" shall not apply. These duties may be adjusted from time to time as agreed upon in writing by CONSULTANT and CITY. Any additional services authorized by CITY shall be subject to all terms and conditions of this Agreement, except as modified in writing in accordance with Section 24.

1.2 Representations. CONSULTANT will perform the services set out in this Agreement, as contemplated herein, in an efficient, timely, and professional manner, and in accordance with generally accepted standards for performing similar services. It is understood that CITY, in entering into this Agreement, is relying on CONSULTANT's representations for quality and professional work performed in a timely manner, and CONSULTANT shall perform in accordance with those representations and standards.

1.3. Monthly Written Reports. The President of CONSULTANT shall prepare and submit to the Assistant City Manager a monthly written report specifying the activities of CONSULTANT pursuant to this Agreement. CONSULTANT shall prepare the monthly written report in a format acceptable to the CITY. CONSULTANT shall submit the monthly written report to the CITY by the second Friday of each month.

## 2. ADMINISTRATION OF AGREEMENT

2.1 CITY appoints its City Manager, or his designee, to administer CITY's rights under this Agreement, and to review the work performed by CONSULTANT pursuant to the scope of services.

2.2 CONSULTANT shall keep the City Manager, CITY's representative, or his designee or designees, fully informed as to the progress of the work and shall submit to CITY such oral and written reports as CITY may specify.

2.3 This Agreement shall be administered on behalf of the parties hereto, and any notice desired or required to be sent to a party hereunder shall be addressed, as follows:

For CITY:	Kristen Crane, Assistant City Manager
Address:	City of Murrieta One Town Square 24601 Jefferson Avenue Murrieta, CA 92562
Phone:	(951) 461-6065
Facsimile:	(951) 461-6049

For CONSULTANT:	Robert Vasquez, President [Address.]
CONSULTANT:	GRC Associates, Inc.
Address:	8060 Florence Avenue, Suite 303 Downey, CA 90240
Phone:	626-331-6373
Facsimile:	626-331-6375

## 3. TERM

3.1 The term of this Agreement shall be from 3/1/2023 until 6/30/2023, with the option to extend for one (1) additional year.

3.2 Time is of the essence for this Agreement and each provision of this Agreement, unless otherwise specified in this Agreement.

## 4. PAYMENT TO CONSULTANT

4.1 Consideration. In consideration of the services to be performed by CONSULTANT for the CITY as set forth in Section 1, the CITY agrees to pay CONSULTANT a sum not to exceed thirty-thousand dollars (\$30,000) billed as services are rendered based on rates defined on attached quote/proposal (Attachment 1).

4.2 Additional Services. If CITY desires any additional services ("Additional Services"), CONSULTANT may, upon written request by the CITY, furnish a proposal including an itemized statement of the estimated cost of the Additional Services thereof, and the CITY may modify or alter the proposal, or may reject the proposal in its entirety, at its sole discretion, or may direct the submission of a new proposal which may be accepted, altered or rejected. Upon the written approval of any Additional Services including costs by CONSULTANT and CITY, CONSULTANT shall perform the Additional Services and CITY will pay to CONSULTANT the cost of the Additional Services as agreed in writing. All money due for Additional Services shall be supported by a detailed statement of CONSULTANT showing the basis of said claims, and certified by proper officers of CONSULTANT.

4.3 Payments. Payment of CONSULTANT's fee shall be made in accordance with CITY's normal schedule for issuance of checks. CONSULTANT agrees and acknowledges that it is CONSULTANT's sole responsibility to report as income all compensation received from CITY, and to make the requisite tax filings and payments to the appropriate federal, state and local tax authorities.

## 5. STATUS OF CONSULTANT

5.1 Independent Contractor. It is understood and agreed that CITY is interested only in the results obtained from service hereunder and that CONSULTANT shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. CONSULTANT shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of CONSULTANT and which shall not be subject to control or supervision by the CITY, except as to the results of the work. CONSULTANT is, for all purposes arising out of this Agreement, an independent contractor, and neither CONSULTANT, nor its employees, agents, or representatives shall be deemed an employee of the CITY for any purpose.

5.2 Employee Benefits. CONSULTANT shall be responsible for all salaries, payments, insurance and benefits for all of its officers, agents, representatives and employees in performing services pursuant to this Agreement. It is expressly understood and agreed that CONSULTANT and its employees, agents, and representatives shall in no event be entitled to any CITY benefits to which CITY employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation, sick or injury leave or other benefits.

5.3 Workers' Compensation Insurance. CONSULTANT agrees to procure and maintain in full force and effect Workers' Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder, as provided in Section 6.1.2 of this Agreement.

5.4 Prevailing Wages. Pursuant to provisions of section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Agreement, from the Director of the Department of Industrial Relations. These rates are on file with the City Clerk. Copies may be obtained at cost at the City Clerk's office. CONSULTANT shall post a copy of such rates at their office and shall pay the adopted prevailing wage rates as a minimum. If applicable, CONSULTANT shall comply with the provisions of sections 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code and any other applicable laws.

Pursuant to the provisions of section 1775 of the Labor Code, CONSULTANT shall forfeit to CITY, as a penalty, the sum of fifty dollars (\$50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Agreement, by him or by any sub-consultant under him, in violation of the provisions of this Agreement.

## 6. INSURANCE

CONSULTANT shall not begin the services under this Agreement until it has: (a) obtained, and upon the CITY's request, provided to the CITY, insurance certificates reflecting evidence of all insurance, including a copy of the Declarations and Endorsement Page required in this Section 6; however, CITY reserves the right to request, and CONSULTANT shall submit, complete copies of any policy upon reasonable request by CITY; (b) obtained CITY approval of each company or companies as required by Section 6; and (c) confirmed that all policies contain the specific provisions required in Section 6.

6.1 Types of Insurance. At all times during the term of this Agreement, CONSULTANT shall maintain insurance coverage as follows:

6.1.1 Commercial General Liability. Commercial General Liability (CGL) Insurance written on an occurrence basis to protect CONSULTANT and CITY against liability or claims of liability which may arise out of this Agreement in the amount of Two Million Dollars (\$2,000,000) per occurrence and subject to an annual aggregate of Four Million Dollars (\$4,000,000). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37).

6.1.2 Workers' Compensation. For all of CONSULTANT's employees who are subject to this Agreement and to the extent required by applicable state or federal law, CONSULTANT shall keep in full force and effect a Workers' Compensation policy. That policy shall provide employers' liability coverage as required by applicable state and/or federal Workers' Compensation laws, and CONSULTANT shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives. In the event a claim under the provisions of the California Workers' Compensation Act is filed against CITY by a bona fide employee of CONSULTANT participating under this Agreement, CONSULTANT agrees to defend and indemnify the CITY from such claim.

6.1.3 Professional Liability. For all of CONSULTANT's employees who are subject to this Agreement, CONSULTANT shall keep in full force and effect Professional Liability coverage for professional liability with a limit of One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) annual aggregate. CONSULTANT shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of services under this Agreement; and (2) the policy will be maintained in force for a period of four years after termination of this Agreement or substantial completion of services under this Agreement, whichever occurs last. CONSULTANT agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the CITY's exposure to loss.

6.1.4 Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

6.2 Insurer Requirements. All insurance required by express provision of this Agreement shall be carried only by responsible insurance companies that are rated "A-" and "V" or better by the A.M. Best Key Rating Guide, and are licensed to do business in the State of California. CITY will accept insurance provided by non-admitted "surplus lines" carriers only if the carrier is authorized to do business in the State of California.

6.3 Deductibles. All deductibles on any policy shall be the responsibility of CONSULTANT and shall be disclosed to CITY at the time the evidence of insurance is provided.

6.4 Specific Provisions Required. Each policy required under this Section 6 shall expressly provide, and an endorsement shall be submitted to CITY, that: (a) the policies are primary and non-contributory to any insurance that may be carried by CITY; and (b) CITY is entitled to thirty (30) days' prior written notice (10 days for cancellation due to non-payment of premium) of cancellation, material reduction, or non-renewal of the policy or policies. Additionally, the CGL policy shall expressly provide, and an endorsement shall be submitted to CITY, that the City of Murrieta and its respective officers and employees are additional insureds under the policy.

6.5 Indemnity Not Limited by Insurance. CONSULTANT's liabilities, including, but not limited to, CONSULTANT's indemnity and defense obligations under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement, and CONSULTANT's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by CITY.

6.6 Special Risks or Circumstances: CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## 7. AUDIT AND INSPECTION OF RECORDS

At any time during CONSULTANT's normal business hours and as often as CITY may deem necessary, and upon reasonable notice, CONSULTANT shall make available to CITY, or any of its duly authorized representatives, for examination, audit, excerpt, copying or transcribing, all data, records, investigation reports and all other materials respecting matters covered by this Agreement. CONSULTANT will permit CITY to audit and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement. All material referenced in this Section, including all pertinent cost accounting, financial records, and proprietary data, must be kept and maintained by CONSULTANT for a period of at least four (4) years, or for the period required by law, whichever is greater, after completion of CONSULTANT's performance hereunder, unless CITY's written permission is given to dispose of same prior to that time.

## 8. CONFIDENTIALITY AND USE OF INFORMATION

8.1 Except as otherwise provided by law, all reports, communications, documents and information obtained or prepared by CONSULTANT respecting matters covered by this Agreement shall not be published without prior written consent of City Manager or his designees, nor shall CONSULTANT issue any news releases or publish information relating to its services hereunder without the prior written consent of the City Manager. CONSULTANT shall hold in trust for the CITY, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the CITY's research, development, trade secrets and business affairs, but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.

8.2 CONSULTANT shall advise CITY of any and all materials used, or recommended for use, by CONSULTANT to achieve the project goals that are subject to any copyright restrictions or requirements. In the event CONSULTANT shall fail to so advise CITY and, as a result of the use of any programs or materials developed by CONSULTANT under this Agreement, CITY should be found in violation of any copyright restrictions or requirements, CONSULTANT agrees to indemnify and hold harmless CITY against any action or claim brought by the copyright holder.

8.3 Ownership of Records. All records created by the CONSULTANT shall become the property of the CITY and shall be subject to state law and CITY policies governing privacy and access to files. The CITY shall have access to and the right to examine all books, documents, papers and records of the CONSULTANT involving transactions and work related to this Agreement. The CONSULTANT shall retain all copies of records for a period of five (5) years from the date of final payment.

## 9. NOTICE

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) by U.S. Mail, mailed either by certified mail, return receipt requested, with postage prepaid and addressed to the party to whom the notice is directed, or (c) via facsimile transmission (with proof of confirmation by sender). Service shall be considered given when received if personally served or, if mailed, two days after deposit in the United States Mail by certified mail, return receipt requested. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as set forth in Section 2 above.

## 10. TERMINATION FOR CAUSE

10.1 CITY may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) a material violation of any of the covenants, agreements, or stipulations of this Agreement by CONSULTANT, (b) CONSULTANT, through any cause, failing to fulfill in a timely and proper manner its obligations under this Agreement, (c) any act by CONSULTANT exposing CITY to liability to others for personal injury or property damage, or (d) if CONSULTANT is adjudged bankrupt, CONSULTANT makes a general assignment for the benefit of creditors, or a receiver is appointed on account of CONSULTANT's insolvency. Written notice by CITY of termination for cause shall contain the reasons for such intention to terminate and shall specify the effective date thereof. Unless prior to the effective date of the termination for cause the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall cease and terminate on the effective date specified in the written notice by CITY.

10.2 In the event of such termination, CONSULTANT shall be paid the reasonable value of satisfactory services rendered up to the date of receipt of the notice of termination in accordance with this Agreement, less any payments theretofore made, as determined by CITY, not to exceed the amount payable herein, and CONSULTANT expressly waives any and all claims for damages or compensation arising under this Agreement in the event of such termination, except as set forth herein.

## 11. TERMINATION FOR CONVENIENCE OF CITY

11.1 CITY may terminate this Agreement at any time and for any reason by giving written notice to CONSULTANT of such termination, and specifying the effective date thereof, at least fifteen (15) days prior to the effective date.

11.2 If the Agreement is terminated as provided in this Section, CONSULTANT shall be entitled to receive compensation for any satisfactory work completed up to the receipt by CONSULTANT of notice of termination, less any payments theretofore made and not to exceed the amount payable herein, and for satisfactory work completed between the receipt of notice of termination and the effective date of termination pursuant to a specific request by CITY for the performance of such work.

## 12. PERFORMANCE AFTER TERMINATION

Upon termination of this Agreement as provided herein, CONSULTANT shall, within such reasonable time period as may be directed by City Manager, complete those items of work which are in various stages of completion and which City Manager determines are necessary to be completed by CONSULTANT to allow the project to be completed in a timely, logical, and orderly manner. Upon termination, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, and other materials prepared by CONSULTANT shall be delivered to the City Manager, upon his request, as property of CITY.

## 13. DEFENSE AND INDEMNIFICATION

13.1 Indemnity for Professional Liability. Except for the sole negligence or willful misconduct of CITY, CONSULTANT shall, to the fullest extent permitted by law, hold harmless, protect, defend (with attorneys approved by CITY) and indemnify the CITY, its council and each member thereof, its officers, employees, representatives and their successors and assigns from and against all losses, liabilities, claims, suit, damage, expenses, cost, including reasonable attorney's fees and costs, and expert costs and investigation expenses, caused in whole or in part by the negligent, reckless or wrongful acts, errors or omissions of CONSULTANT in the performance of the professional services under this Agreement and those of CONSULTANT's sub-consultants or anyone for whom CONSULTANT is liable regardless of whether or not such claim, loss or liability is caused in part by a party indemnified hereunder. Notwithstanding the foregoing, CONSULTANT's defense obligations shall not exceed its proportionate percentage of fault, except as set forth in section 2782.8 of the Civil Code, as amended by Senate Bill 496.

13.2 Indemnity for Other than Professional Liability. With respect to operations other than the performance of the professional services under this Agreement, CONSULTANT shall, to the fullest extent permitted by law, hold harmless, protect, defend (with attorneys approved by CITY) and indemnify the CITY, its council, and each member thereof, its officers, agents, employees, representatives, and their successors and assigns, from and against any and all

losses, liabilities, claims, suit damage, expenses and costs including reasonable attorney's fees and costs, and expert costs and investigation expenses ("Claims"), which arise out of or are in any way connected to the performance of CONSULTANT, its officers, employees, representatives, subcontractors, or agents under this Agreement regardless of whether or not such claim, loss or liability is caused, in part by a party indemnified hereunder. CONSULTANT shall have no obligation, however, to defend or indemnify CITY if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of CITY.

13.3 General Indemnity Provisions. This indemnity is in addition to any other rights or remedies which CITY may have under the law or this Agreement. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, CITY may, at its sole discretion, reserve, retain or apply any monies due to CONSULTANT under this Agreement for the purpose of resolving such claims; provided however, that CITY may release such funds if CONSULTANT provides CITY with reasonable assurances of protection of the CITY's interest. The CITY shall, in its sole discretion determine whether such assurances are reasonable.

CONSULTANT agrees that its duty to defend the indemnities arises upon an allegation of liability based upon the performance of services under this Agreement by CONSULTANT, its officers, agents, representatives, employees, sub-consultants, or anyone for whom CONSULTANT is liable and that an adjudication of CONSULTANT's liability is not a condition precedent to CONSULTANT's duty to defend.

#### 14. CONFLICT OF INTEREST

CONSULTANT shall be bound by the requirements of the FPPC (Fair Political Practice Commission) and state law with regard to disclosure of financial interests and prohibited conflicts of interest.

14.1 Prior to execution of this Agreement, CONSULTANT shall disclose in writing to CITY any and all compensation, actual or potential, which CONSULTANT may receive in any form from a party other than CITY as a result of performance of this Agreement by CONSULTANT. If CONSULTANT becomes aware of the potential for such compensation subsequent to the execution of this Agreement, CONSULTANT shall disclose such compensation within three (3) working days of becoming aware of the potential for such compensation.

14.2 Prior to or concurrent with making any recommendation of any products or service for purchase by the CITY, CONSULTANT shall disclose any financial interest that CONSULTANT may have in any manufacturer or provider of the recommended products or services. The term "financial interest" includes, but is not limited to, employment (current or prospective) or ownership interest of any kind and degree.

14.3 CONSULTANT shall not conduct business for third parties which may be in conflict with CONSULTANT's responsibilities under this Agreement. CONSULTANT may not solicit any business during the term of this Agreement which conflicts with its responsibilities under this Agreement. CONSULTANT shall provide no services for any private client within the corporate boundaries or sphere of influence of CITY during the period of this Agreement which may constitute a conflict of interest.

#### 15. ASSIGNMENT



No portion of this Agreement or any of the work to be performed hereunder may be assigned or delegated (including hiring and retaining use of any other person or entity for any purpose, except for those certain subconsultants specifically included in the attached "Scope of Services") by CONSULTANT without the express written consent of CITY, nor may any interest in this Agreement be transferred (whether by assignment or novation) by CONSULTANT without the express written consent of CITY, and without such consent all services hereunder are to be performed by CONSULTANT, its officers, agents and employees. However, claims for money due or to become due to CONSULTANT from CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished promptly to CITY. Any assignment requiring approval may not be further assigned without CITY approval.

16. SURVIVAL

CONSULTANT's representations, insurance and indemnity obligations, and performance obligations post-termination shall survive termination of this Agreement.

17. COMPLIANCE WITH APPLICABLE LAWS

CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT's business, equipment and personnel engaged in activities covered by this Agreement or arising out of the performance of such activities.

18. PERMITS/LICENSES

CONSULTANT and all of CONSULTANT's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

19. NONDISCRIMINATION IN EMPLOYMENT

CONSULTANT agrees that it will not engage in unlawful discrimination in employment and shall comply with all applicable laws and regulations of CITY and/or all other relevant government agencies, including, but not limited to, the California Department of Fair Employment and Housing and the Federal Equal Employment Opportunity Commission. Also, CONSULTANT certifies and agrees that all persons employed by CONSULTANT, its affiliates, subsidiaries and related entities, if any, will be treated equally by CONSULTANT, without unlawful discrimination based upon creed, sex, race, national origin, or any other classification prohibited by state or federal law. If CITY finds that any of the provisions of this Section have been violated, such violation shall constitute a material breach of this Agreement, upon which CITY may determine to cancel, terminate, or suspend this Agreement. While CITY reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or California Department of Fair Employment and Housing, or successor agency, or the Federal Equal Employment Opportunity Commission, or successor agency, that CONSULTANT has violated state or federal anti-discrimination laws relative to this Agreement shall constitute a finding by CITY that CONSULTANT has violated the anti-discrimination provisions of this Agreement.

20. NON-WAIVER

The failure of CITY or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition. Payment to CONSULTANT of compensation under this Agreement shall not be deemed to waive CITY's rights or CONSULTANT's rights contained in this Agreement.

21. SEVERABILITY

If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, invalid, or void, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

22. DISPUTES

In the event that any action is brought by either party to construe this Agreement or enforce any of its terms, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred, whether or not the matter proceeds to judgment.

23. REMEDIES

The rights and remedies of the CITY provided in this Agreement are not intended to be exclusive, and are in addition to any other rights and remedies permitted by law.

24. ENTIRE AGREEMENT/AMENDMENT

This Agreement and any exhibits attached hereto constitute the entire agreement between the parties and supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.

25. GOVERNING LAW/VENUE

The terms and conditions of this Agreement shall be governed by the laws of the State of California. Any action or proceeding brought by any party against any other party arising out of or related to this Agreement shall be brought exclusively in Riverside County.

26. BINDING AGREEMENT

This Agreement is intended to be binding on the parties and their respective successors and assigns.

27. NUMBER

The plural shall include the singular, and the singular shall include the plural and neuter wherever the context so indicates or requires.

28. WARRANTY OF AUTHORITY

Each of the parties signing this Agreement warrants to the other that it has the full authority of the entity on behalf of which its signature is made.

29. COUNTERPARTS

This Agreement may be executed in counterparts, all of which taken together will be considered one original document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF MURRIETA



Kim Summers, City Manager



Attest:



Cristal McDonald, CMC, City Clerk

\_\_\_\_\_  
GRC Associates, Inc.

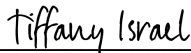
\_\_\_\_\_  
Robert Vasquez, President

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/title of signatory [if necessary]

\_\_\_\_\_  
Signature

Approved as to Form:



Tiffany Israel, City Attorney

**NOTE:** If this Agreement involves a corporate party, the corporation must be represented by two individuals as follows: (A) one from the corporation's "Operational Group" (Chair of the board, President or a Vice-president) and; (B) one from the corporation's "Financial Group" (Secretary,

Assistant secretary, Chief financial officer or an Assistant treasurer). See California Corporations Code section 313.

## **EXHIBIT A**

### **Scope of Services**

## ***Quote/Proposal***

### **COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM ADMINISTRATION AS-NEEDED CONSULTING SERVICES**

**Prepared for:**

**City of Murrieta, CA**

**February 1, 2023**



**GRC Associates, Inc.  
8060 Florence Avenue, Suite 303  
Downey, CA 90240**

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## 1. NAME, ADDRESS, BRIEF DESCRIPTION OF FIRM & LETTER OF INTRODUCTION

**Project Title:** City of Murrieta: Community Development Block Grant Program Administrative As-Needed Services

**Firm:** GRC Associates, Inc.  
8060 Florence Avenue, Suite 303  
Downey, CA 90240  
Tel: 626.331.6373/Fax: 626.331.6375

**Contact Person:** Robert G. Vasquez  
President  
[rvasquez@grcassoc.com](mailto:rvasquez@grcassoc.com)  
Tel: 626.331.6373/Fax: 626.331.6375

GRC Associates, Inc. (GRC), a California corporation, is a multi-disciplinary planning firm that has provided professional consulting services to more than 60 cities and public agencies in California for the last 30 years.

GRC's office is located in the city of Downey, California. GRC is distinguished by its experience and expertise in all facets of the planning process, from comprehensive, long-range community planning to the development and implementation of specific programs and projects.

GRC's proposal is valid for 90 days.



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Robert G. Vasquez  
February 1, 2023





February 1, 2023

Ms. Jakkie Arellano  
Management Analyst  
City of Murrieta  
1 Town Square  
Murrieta, CA 92562

URBAN PLANNING  
SUSTAINABLE COMMUNITIES  
HOUSING  
ECONOMIC DEVELOPMENT  
ENVIRONMENTAL

**RE: Request For Qualifications, Community Development Block Grant (CDBG) Program Administration As-Needed Consulting Services**

Dear Ms. Arellano:

GRC Associates, Inc. is pleased to provide a proposal to provide professional consulting services to the City of Murrieta ("City"). We understand that the City wishes to complete the following: Working with the County of Riverside on program administration, assisting in all aspects of the "public service" component of the City's CDBG program, closing out prior years, helping City with records management and other related duties to the administration of the CDBG program.

GRC is very familiar with the all of the City's CDBG consulting needs. GRC has provided the requested consulting services to various cities in the past, and is also currently assisting other cities in Riverside, Los Angeles and Orange County with these types of CDBG and also CDBG-CV consultation services. In addition, GRC also currently implements various CDBG (housing rehabilitation) and CDBG-CV (business assistance) programs. We look forward to being considered for this assignment.

I will be the Project Manager, point of contact for this assignment and authorized to bind the contract with the City. GRC's office is located in Downey and City staff may contact me at (626) 331-6373 or email me at: rvasquez@grcassoc.com. GRC meets all of the insurance requirements of the City of Murrieta and will provide certificates as needed. This proposal will be valid for a period of at least 90 days.

Thank you for your consideration and please let me know if you have any questions.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "R. G. Vasquez".

Robert G. Vasquez  
President

8060 FLORENCE AVENUE  
SUITE 303  
DOWNEY, CA 90240  
T: (562) 553 - 0991  
T: (626) 331 - 6373  
F: (626) 331 - 6375

## 2. Resume of Key Personnel

Robert G. Vasquez (President) will serve as the Project Manager. Other consultants will be brought in, as needed. Below is a brief description of experience.

*Masters Public  
Administration—  
Harvard University*

*Masters of Business  
Administration —  
Columbia University*

*Bachelor of Science—  
University of Southern  
California*

**Robert G. Vasquez**, President, will be the person responsible for the day-to-day work on this assignment for the City of Murrieta. He has worked on numerous Consolidated Plans, Action Plans, Analysis of Impediments to Fair Housing Choice and other related documents. In addition, he is currently providing on-going CDBG and CDBG-CV consultation services to Jurupa Valley. Also, he has many years of experience in implementing housing rehabilitation programs funded by CDBG and HOME funds. Mr. Vasquez has managed and implemented housing programs for the Cities of Westminster, Huntington Beach, Laguna Hills, Stanton, Costa Mesa and Hesperia. He is currently the Project Manager for the Huntington Beach rehab grant and loan program. Mr. Vasquez has also helped the City of Lakewood implement the Scatter Lot Acquisition Program by negotiating the acquisition of residential property for the City. He is also fluent in Spanish and has processed numerous applications in Spanish. And, he has prepared numerous economic development strategies. He gathered economic data for the Downtown Los Angeles Strategic Plan work for the Los Angeles Community Redevelopment Agency. He also prepared a reuse analysis for the City of Stanton, regarding a motel that the City considered buying and developing affordable housing on the site. In addition, he has extensive real estate development consulting work experience. Examples of some of the consulting services completed included development feasibility, financial analysis, site selection, appraisal reviews and preliminary valuation studies. He has prepared numerous market research, economic impact, project feasibility analysis, highest and best use, site location, retail leakage and preliminary valuation studies. He has provided Spanish translation and interpretation during community meetings regarding general plans, economic development strategies and redevelopment plans.

### 3. Narrative of Firm's Interest

GRC has the type of experience to complete the City of Murrieta's requested CDBG-related consultation needs, including but not limited to the following:

- Working with the County of Riverside on program administration,
- Assisting in all aspects of the "public service" component of the City's CDBG program,
- Closing out prior years,
- Helping City with records management, and
- Other related duties to the administration of the CDBG program.

GRC has provided similar CDBG consulting services to another city in Riverside County for the past six years.

In addition to the requested services, GRC has other related experience that would enhance the level of service provided to Murrieta. For example, GRC has prepared numerous Five-Year Consolidated Plans, Annual Action Plans, Citizen Participation Plans and Analysis of Impediments to Fair Housing Choice (AI).

Also, GRC has implemented numerous CDBG programs. Over the last ten years, GRC has been helping cities administer housing rehabilitation loans and grants with federal Home Investment Partnership Act (HOME) and the Community Development Block Grant (CDBG) funds. GRC has helped five Southern California cities implement housing rehabilitation programs by assisting applicants through the loan/grant application and construction process, while working closely with the City's housing managers.

And, GRC is currently implementing a CDBG-CV program (business grant program). Murrieta's RFQ requested some assistance with its CDBG business program.

Other CDBG experience / skills include GRC providing cities with CDBG environmental review, CDBG project/program eligibility requirement and low-moderate income area benefit determination and mapping consultation services.

## 4. Other Similar Projects - References

### **CDBG Consulting Services, Consolidated Plan, Annual Action Plan, Citizen Participation Plan, Analysis of Impediments to Fair Housing Choice and On-Going CDBG and CDBG-CV Consulting Services | City of Jurupa Valley (GRC)**

GRC is currently preparing the 2023-28 Consolidated Plan, implementing housing rehabilitation and business grant programs, and providing on-going CDBG consulting services for Jurupa Valley – a city in Riverside County. Also, GRC assisted this city in 2018 to prepare their Five-Year Consolidated Plan (2018-2022), the Annual Action Plan for 2018-2019 and the Citizen Participation Plan. In addition, GRC completed the City's Analysis of Impediments to Fair Housing Choice. Other work included all the tasks to qualify the City of Jurupa Valley as an "entitlement city" and Jurupa Valley started receiving their own funds during this fiscal year.

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Senior Management Analyst  
8930 Limonite Ave., Jurupa Valley, CA 92509  
[asells@jurupavalley.org](mailto:asells@jurupavalley.org)

### **Consolidated Plan, Annual Action Plan, Citizen Participation Plan, Analysis of Impediments to Fair Housing Choice | City of Tulare (GRC)**

GRC assisted the City of Tulare in 2020 to prepare their Five-Year Consolidated Plan (2020-2024), the Annual Action Plan for 2020, Citizen Participation Plan and Analysis of Impediments to Fair Housing Choice 2020-2024.

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## 5. Examples of Knowledge / Expertise

As shown in previous section of this proposal, GRC is very familiar with the types of CDBG consulting services requested by the City of Murrieta.

## 6. Proximity to Murrieta

GRC's office is in Downey, CA, approximately 72 miles from Murrieta, or 1 hour and 15 minutes by automobile. Distance would not be a factor – given that during the past six years, GRC has worked very well with another city in Riverside County – Jurupa Valley.

## 7. Hourly Rates

- Project Manager: \$140 per hour
- Senior Staff: \$95 per hour
- Support Staff: \$75 per hour