

For City Clerk Use Only

Contract No. _____

**AGREEMENT FOR PROFESSIONAL SERVICES
WITH THE CITY OF MURRIETA (“CITY”)**

Project Name/Description (“**Project**”): Murrieta Housing Authority Assistance by RSG, Inc.

Consultant Name (“**Consultant**”): RSG, Inc.

Consultant Business Type: Corporation

Consultant Address: 170 Eucalyptus Avenue, Suite 200 Vista, CA 92084

Consultant Representative Name and Title (“**Consultant Representative**”): Tara Broughton,
Principal

Consultant Representative Work Phone and Email: (714) 316-2111,
tbroughton@rsgsolutions.com

Termination Date: August 31, 2029

Total Not-To-Exceed Contract Amount (“**Contract Sum**”): \$547,740.00

City Department Contact (“**Department Contact**”): Carl Stiehl

Department Contact Work Phone: (951) 461-6063

Department Contact Email: cstiehl@murrietaca.gov

Is Federal Funding Being Used to Fund Any Part of The Project (Yes/No): No

RECITALS

The City desires to contract with a Consultant to provide professional services as more further set forth herein.

The City circulated a Request for Quotes or Proposals for the above-described professional services.

Consultant submitted a proposal to City to provide the above-described professional services.

City Staff has reviewed all the proposals and after considering the demonstrated competence of Consultant, the professional qualifications of Consultant, and the fairness and reasonableness of Consultant's proposed cost, staff has determined that an agreement to provide the required services should be awarded to Consultant.

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AGREEMENT FOR PROFESSIONAL SERVICES WITH THE CITY OF MURRIETA ("CITY")

THIS AGREEMENT FOR SERVICES ("**Agreement**") is made and entered into as of the effective on the date executed by the City by and between CITY OF MURRIETA, a California municipal corporation ("**City**") and ("**Consultant**"). City and Consultant may be referred to individually as "**Party**" or collectively as "**Parties**." In consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

- 1.1 Scope of Services.** In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the "**Scope of Services**" attached hereto as **Exhibit "A"** and incorporated herein by this reference, which may be referred to herein as the "**services**" or "**work**" hereunder. As a material inducement to City entering into this Agreement, Consultant represents and warrants: a) it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement b) all services set forth in the Scope of Services will be performed in a competent and satisfactory manner; c) all materials used for services will be both of good quality as well as fit for the purpose intended; and, d) Consultant shall follow the highest professional standards and practices in performing the services required hereunder.
- 1.2 Consultant's Proposal.** The Scope of Services shall include the scope of services or work included in Consultant's proposal or bid, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal or bid, and this Agreement, the terms of this Agreement shall govern. No other terms and conditions from Consultant's proposal or bid, other than description of scope of services or work, shall apply to this Agreement, unless specifically agreed to by City in writing.
- 1.3 Compliance with Law.** All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of City and any federal, State or local governmental agency having jurisdiction in effect at the time services are rendered. City, and its officers, employees and agents, shall not be liable at law or in equity for failure of Consultant to comply with this Section.
- 1.4 Licenses, Permits, Fees and Assessments.** Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

- 1.5 Familiarity with Work.** By executing this Agreement, Consultant represents and warrants Consultant: a) has thoroughly investigated and considered services to be performed, b) has carefully considered how services should be performed, and c) fully understands the facilities, difficulties and restrictions attending performance of services under this Agreement.
- 1.6 Software and Computer Services.** If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Consultant represents and warrants that it is familiar with and/or has inspected City's current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Consultant under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of City. Consultant acknowledges that City is relying on this representation by Consultant as a material consideration in entering into this Agreement.
- 1.7 Prevailing Wages.** If services include any "public work" or "maintenance work," as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws.
- 1.8 Contract Modifications.** Additional terms and conditions of this Agreement, if any, or any modifications or revisions to the standard terms and conditions herein are made a part hereof as set forth in the "Contract Modifications" attached hereto as **Exhibit "B"** and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit B and any other provisions of this Agreement, the provisions of Exhibit B shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT

- 2.1 Contract Sum.** Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the rates specified in the "Schedule of Compensation" attached hereto as **Exhibit "C"** and incorporated herein by this reference. The total compensation for all work, including reimbursement for actual expenses, shall not exceed the Contract Sum set forth above. Compensation may include reimbursement, for actual and necessary expenditures, if both are specified in the Schedule of Compensation, as well as approved by City in advance.
- 2.2 Invoices.** Unless some other method of payment is specified in Exhibit C, Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first business day of such month, Consultant shall submit to City, in a form approved by City's Finance Director, an invoice for services rendered prior to the date of the invoice. By submitting an invoice for payment under this

Agreement, Consultant is certifying compliance with all provisions of this Agreement. Except as provided in Sections 7.3, 7.4 and 7.5, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and City will use its best efforts to make payment no later than forty-five (45) days, from the submission of an invoice in an approved form. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law. Each invoice is to include (unless otherwise specified by City): 1) line items for all personnel describing the work performed, the number of hours worked, and the hourly rate; 2) line items for all materials and equipment properly charged to the Services; 3) line items for all other approved reimbursable expenses claimed, with supporting documentation; and 4) line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

ARTICLE 3. PERFORMANCE SCHEDULE

3.0 Time of Essence. Time is of the essence in the performance of this Agreement.

3.1 Term. The Agreement shall commence and become effective upon the date executed by the City and will continue until the Termination Date. This Agreement may be extended for up to two, additional one-year periods upon the mutual agreement in writing of both parties.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of any ongoing services, which shall be no later than the Termination Date set forth above. Notwithstanding the foregoing, the Indemnification and Insurance provisions set forth in Article 5 shall survive the termination of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed from City and shall perform all services within the time period(s) established in Exhibit A.

3.3 Force Majeure. The time period(s) specified in Exhibit A for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if Consultant shall within ten (10) days of the commencement of such delay notify City in writing of the causes of the delay. City shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of City such delay is justified. City's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be

entitled to recover damages against City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of this Agreement pursuant to this Section.

ARTICLE 4. COORDINATION OF WORK

- 4.1 Representative of Consultant.** The Consultant Representative is authorized to act on Consultant's behalf with respect to the work or services specified herein and to make all decisions in connection therewith. It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City.
- 4.2 Department Contact for City.** The Department Contact (or other person designated by the City Manager) shall be the primary person on behalf of City responsible for the administration of the Agreement. It shall be Consultant's responsibility to assure that the Department Contact is kept informed of both the progress of the performance of the services as well as any decisions which must be made by City.
- 4.3 Approvals from City.** City approvals or actions, pursuant to the authority of this Agreement, are to be made (unless otherwise specified) either by the Department Contact, City Manager or by their delegate as provided for in writing.
- 4.4 Independent Contractor.** Neither City, nor any of its officers, employees or agents, shall have any control over the manner or means by which Consultant, or its officers, employees, agents or subcontractors, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it, or any of its officers, employees, agents or subcontractors, are officers, employees or agents of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Consultant represents and warrants that the personnel used to provide services to City pursuant to this Agreement shall at all times be under Consultant's exclusive control and direction. No City employee benefits shall be available to Consultant, its officers, employees, agents or subcontractors, in connection with the performance of this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, agents or subcontractors, for injury or sickness arising out of performing services hereunder. In the event that Consultant or any officer, employee, agent, or subcontractor of Consultant providing services under this

Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System, to be classified as other than an independent contractor for City, then Consultant shall indemnify, defend, and hold harmless City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to City as a consequence of, or in any way attributable to, the assertion that Consultant, or any officer, employee, agent, or subcontractor Consultant used to provide services under this Agreement, is/are employees of City.

- 4.5 Subcontracting or Assignment.** The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for City to enter into this Agreement. Therefore, without express written approval of City, Consultant shall not contract with any other City to perform in whole or in part services required hereunder without express written approval of City, and neither this Agreement nor any interest herein may be transferred or assigned. No approved transfer shall release Consultant, or any surety or insured of Consultant, of any liability hereunder without express written consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

- 5.1 Insurance Coverages.** Prior to commencement of any services under this Agreement, and without limiting Consultant's indemnification obligation to City, Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, for the duration of the Agreement, primary policies of insurance of the type and amounts set forth in the "Insurance Requirements" attached hereto as **Exhibit "D"** and incorporated herein by this reference.

5.2 Indemnification.

(a) General Obligations. Except as set forth for Design Professionals below, Consultant agrees, to the full extent permitted by law, to indemnify, defend and hold harmless City and its elected and appointed officers, employees and agents (each an "**Indemnitee**" and collectively, "**Indemnitees**") against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "**Claims or Liabilities**") that may be asserted or claimed by any person, firm or City arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (each an "**Indemnitor**" and collectively, "**Indemnitors**"), or arising from Indemnitors' reckless or willful misconduct, or arising from Indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith: 1) Consultant will defend any action or actions filed or threatened in connection with any such Claims or Liabilities, or at option of Indemnitee(s) will reimburse and pay for all costs and expenses, including legal costs and attorneys' fees,

incurred by Indemnitee(s) in connection therewith; and, 2) Consultant will promptly pay any judgment rendered against Indemnitee(s) for any such Claims or Liabilities, and will save and hold Indemnitee(s) harmless therefrom.

(b) Further Provisions. The indemnity obligation herein shall be binding on successors, assigns and heirs of Consultant and shall survive termination of this Agreement. Consultant shall incorporate similar indemnity agreements as provided herein with its subcontractors, and if Consultant fails to do so Consultant shall be fully responsible to indemnify City hereunder therefor. Failure of City and/or City Parties (collectively "City" for solely this Section 5.2(b)) to monitor compliance with any of the indemnification provisions herein shall not be a waiver hereof. The indemnification provisions herein do not apply to claims or liabilities occurring as a result of City's sole negligence or willful misconduct, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnification provided herein includes Claims or Liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services hereunder. Payment of invoices by City is not a condition precedent to enforcement of the indemnity obligation herein. In the event of any dispute between Consultant and City, as to whether liability arises from the sole negligence or willful misconduct of City, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating City as solely negligent or responsible for willful misconduct. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

(c) Pursuant to the full language of California Civil Code §2782, and only if Consultant qualifies as a Design Professional, Consultant agrees to indemnify, including the cost to defend, City and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the City; and does not apply to any passive negligence of the City unless caused at least in part by the Consultant. The City agrees that in no event shall the cost to defend charged to the Consultant exceed Consultant's proportionate percentage of fault. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties.

5.3 Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Indemnitees against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all Claims and Liabilities, consistent with all obligations provided for in this Section 5.3, to the extent same are caused in whole or in part by any negligent or wrongful

act, error or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services under this Agreement.

ARTICLE 6. RECORDS, REPORTS AND RELEASE OF INFORMATION

- 6.1 Records.** Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (“**books and records**”) as shall be necessary to perform the services required by this Agreement and enable City to evaluate the performance of such services. Any and all such books and records shall be maintained in accordance with generally accepted accounting principles, shall be complete and detailed, and shall be readily accessible. City shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts. Such books and records shall be maintained for a period of three (3) years following completion of the services hereunder. City shall have access to such books and records in the event any audit is required. Consultant shall fully cooperate with City in providing access to any and all Consultant records and documents if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.
- 6.2 Ownership of Documents.** All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (“**documents and materials**”) prepared by Consultant, its officers, employees, agents and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of City and/or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership, use, reuse, or assignment of the documents and materials hereunder. Consultant may retain copies of such documents and materials for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents and materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any Consultant documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for City.
- 6.3 Confidentiality and Release of Information.** All information gained or work product produced by Consultant in its performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from City. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from City or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other

information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant immediately gives City notice of such court order or subpoena. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct. As concerning, regarding or related to, in any way, this Agreement and the work performed thereunder: a) Consultant shall immediately notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party; b) City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding; and, c) Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant, however, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

- 7.1 California Law.** This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Riverside, State of California.
- 7.2 Suspension, or Termination, Prior to Expiration of Term.** This Section shall govern any termination of this Agreement except as specifically provided in Section 7.4 for termination for cause. City reserves the right to terminate or suspend this Agreement, or any portion hereof, at any time, for any reason, with or without cause, upon ten (10) days’ notice to Consultant, except that where termination or suspension is due to the fault of Consultant, the period of notice may be such shorter time as determined by City. Upon receipt of any notice of termination or suspension, Consultant shall immediately cease all services hereunder, unless the notice provides otherwise, or except such as specifically approved by City. Upon submittal of an invoice consistent with Section 2.2, Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination or suspension and for any services authorized by City thereafter in accordance with the Schedule of Compensation, or such as may be approved by City, except as provided in Section 7.5. In event of termination, or suspension,

without cause pursuant to this Section, there is no need to provide opportunity to cure pursuant to Section 7.3.

- 7.3 Default of Consultant and Opportunity to Cure.** In the event that Consultant is in default under the terms of this Agreement, City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively ten (10) days, but may be extended, or reduced, if circumstances warrant, as determined by City. During the period of time that Consultant is in default, City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices, without liability for interest. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default by conclusion of noticed timeframe, City may immediately both terminate this Agreement with notice to Consultant as well as pursue the remedy in Section 7.4, without prejudice to any other remedy to which City may be entitled at law, in equity or under this Agreement. Any failure on the part of City to give notice of Consultant's default shall not be deemed to result in a waiver of City's legal rights or any rights arising out of any provision of this Agreement.
- 7.4 Termination for Default of Consultant.** If termination is due to the failure of Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.3, take over the work and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed City therefor.
- 7.5 Retention of Funds.** Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as elsewhere provided herein.

- 7.6 Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any requirement of this Agreement imposes no additional obligations on City nor does it waive any rights hereunder. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.
- 7.7 Rights and Remedies are Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.
- 7.8 Legal Action.** In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code sections 905 *et seq.* and 910 *et seq.*, in order to pursue a legal action under this Agreement.
- 7.9 Attorneys' Fees.** If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and a Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, consultants' fees, taking depositions and discovery and all other necessary costs the court allows which are incurred in such

litigation. Such fees and costs shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. INDIVIDUAL LIABILITY, CONFLICTS AND NON-DISCRIMINATION

- 8.1 Non-liability of City Officers and Employees.** No officer or employee of City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.
- 8.2 Conflict of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of City. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement. City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict of interest exists upon sending Consultant written notice describing the conflict. No officer or employee of City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which affects their financial interest or the financial interest of any corporation, partnership or association in which they are, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.
- 8.3 Covenant Against Discrimination.** Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

ARTICLE 9. MISCELLANEOUS PROVISIONS

- 9.1 Notices.** Any notice or other communication either Party desires or is required to give to the other Party or any other person in regards to this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, in the case of

City addressed to City Clerk at City of Murrieta, 1 Town Square, Murrieta California 92562, and in the case of Consultant, to the person(s) at the address designated on the cover page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

- 9.2 Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement, headings used, or any other rule of construction which might otherwise apply.
- 9.3 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.
- 9.4 Integration; Amendment.** This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties as to the Agreement. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement, and this Agreement supersedes and cancels any and all prior and contemporaneous negotiations, arrangements, agreements and understandings, if any, between the Parties, concerning this Agreement, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Consultant and by City.
- 9.5 Severability.** Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.
- 9.6 No Undue Influence.** Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to remedies in Section 7.4 and any and all remedies at law or equity.
- 9.7 Corporate Authority.** The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party,

(iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) entering into this Agreement does not violate any provision of any other agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

- 9.8 Federal Funding.** If federal funding is being utilized to fund any part of the Project, as indicated on the Cover Page of this Agreement, the terms of **Exhibit “E”** are hereby incorporated herein by this reference. If no federal funding is being utilized, Exhibit F may be omitted.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

CITY OF MURRIETA

By: _____

Justin Clifton, City Manager

Date: _____

ATTEST:

By: _____

Cristal McDonald, City Clerk

Date: _____

APPROVED AS TO FORM

ALESHIRE & WYNDER, LLP

By: _____

Tiffany Israel, City Attorney

CONSULTANT:

By: _____

Name: Tara Broughton

Title: Principal

Date: _____

By: _____

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: _____

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairperson of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. (Cal. Corp. Code § 313.) Appropriate attestations shall be included as may be required by the bylaws, articles of incorporation or other rules or regulations applicable to Contractor's business City.

EXHIBIT A

SCOPE OF SERVICES

I. Consultant will perform the following Services:

Compliance Monitoring, Annual Reporting, On-Call Housing Consultant Services, Revolving Loan Fund, and As-Needed Services as stated in the attached Proposal for Consulting Services to the City of Murrieta Housing Authority General Services, Scope of Work on pages 14-19 and Cost Proposal on page 23.

II. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.



PROPOSAL FOR CONSULTING SERVICES TO

CITY OF MURRIETA

MURRIETA HOUSING AUTHORITY GENERAL SERVICES



June 17, 2026

Valerie Mendoza, Management Analyst
City of Murrieta, Development Services Department
1 Town Square
Murrieta, CA 92562

PROPOSAL FOR CONSULTING - MURRIETA HOUSING AUTHORITY GENERAL SERVICES

Dear Valerie:

In response to the RFP dated May 29, 2026 ("RFP"), RSG, Inc. ("RSG") is pleased to present this proposal to the City of Murrieta ("City") and Murrieta Housing Authority ("Authority") to provide general housing services. This proposal presents our approach and qualifications to undertake the scope based on review of the RFP.

We understand the Authority is seeking a consultant to perform various general housing tasks such as compliance monitoring, annual reporting, homeownership program administration, resyndication review, and other as-needed services to support the Housing Authority.

Through our long-standing relationship with the City and the Authority, in which we have provided consulting services for various projects over the years, RSG has cultivated a deep understanding of the Authority's needs. We believe this provides us with the capability to successfully assist the Authority with the scope of work.

Tara Broughton is authorized to make representations for RSG to meet the requirements of this Request for Proposals and is authorized to bind RSG contractually. We have no expected potential sub-consultants to perform work on this engagement. Thank you for the opportunity to continue to assist the Authority. Should you have any questions or require any additional information, please do not hesitate to contact me at (714) 316-2111 or tbroughton@rsgsolutions.com.

Sincerely,

Tara Broughton, Principal

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RSG COMPANY PROFILE

RSG, Inc. ("RSG") is a Subchapter "S" Corporation. Founded in 1979, the firm is managed by active Principals Jim Simon and Tara Broughton. RSG's corporate address is 170 Eucalyptus Ave., Suite 200, Vista, CA 92084, and we have three hubs in California (San Diego, Los Angeles, and Oakland) where we collaborate periodically as a team to accommodate the needs of our clients and growing firm.

RSG is a creatively charged consultant to California public agencies. We collaborate with the people responsible for creating vibrant places to accomplish their goals. The inspired leaders at RSG create stronger communities capable of achieving bolder futures by bringing more than four decades of native knowledge to each engagement. As diverse as the agencies we work with, our services span real estate, economic development, fiscal health, and housing initiatives.

RSG's federal taxpayer identification number is 95-343-5849 and State taxpayer identification number is 27600915. RSG is also a State certified Small Business Enterprise (SBE - 2006876 DGS).

MISSION STATEMENT

RSG creates solutions to enhance communities' physical, economic, and social future.

CORE VALUES

Our core values define who we are as people and the standards by which we provide services to our clients.



CONSULTANT EXPERIENCE

QUALIFICATIONS

Since 1979, RSG has served public agencies to protect, preserve, and produce affordable housing in their communities. We see our role as technicians, advisors, and extensions of staff for local governments and developers, brainstorming and developing strategies, implementing and overseeing programs and development, performing complex affordable housing underwriting, identifying gap financing resources, and ensuring compliance with local, State, and Federal guidelines. Our services in this practice area include:

Developing and Evaluating Housing Strategies and Plans

- Assessing Housing Element goals and RHNA requirements
- Incorporating local, State, and Federal goals, requirements, and policies
- Evaluating local market opportunities and constraints
- Quantifying community housing demand and demographics
- Identifying available financial and real property resources
- Calculating and projecting jobs/housing balance

Affordable Housing Underwriting

- Preparation and Implementation of Notice of Funding Availability (NOFA)
- Evaluation of Developer Submissions
- Developer qualifications
- Development program
- Alignment with community objectives
- Funding strategies
- Competitiveness assessment for programs with limited resources
- Identifying alternative gap financing
- Comparative Analysis of Multiple Developer Submissions

Assessing and Leveraging Gap Financing Sources

- Low/Mod Income Housing Asset Funds (LMIHAF)
- Low Income Housing Tax Credits (LIHTC)
- Other State and Federal sources (HOME, CDBG, PHC, NSP, HOPE VI, MHP, AHP)
- Tenant and project-based Section 8 assistance
- HUD Subsidy Layering Analysis
- Inclusionary housing funds and commercial linkage fees

Affordable Housing Development

- Site Acquisition

- Brokerage (DRE License No. 01930929)
- Developer Solicitation, Evaluation, and Selection (RFQ/RFP)
- Project Finance Assessment and Verification
- Disposition and Development Negotiations (ENA/DA/DDA)
- Affordable Housing Agreements
- Restrictive Covenants

Relocation

- Permanent and temporary relocation plans, including Ellis Act
- Cost estimates and budgets
- Project management and implementation
- Outreach, interviews, and placement of residential tenants, businesses, and mobile home owners
- Special needs of Section 8 housing voucher recipients
- Inspections of replacement properties
- Disbursement of relocation payments
- State and Federal document preparation
- Goodwill analysis

Developing and Implementing Local Housing Programs

- Inclusionary Housing Ordinances
- Commercial Linkage Fees
- First Time Homebuyer Downpayment Assistance
- Rehabilitation Loans
- Accessory Dwelling Unit

Rent Stabilization and Tenant Protection Program Design and Implementation

- Preparation of Informational materials
- Facilitating tenant and property owner workshops
- Policy and program development, evaluation, and revision
- Allowable rent increase calculations and noticing
- Processing petitions
- Conducting hearings
- Progress reports

Compliance

- Surplus Lands Act guidance
- Successor Agency, Housing Successor, and Housing Authority Law and annual reporting requirements
- Government and Health & Safety Code compliance

- US Treasury American Rescue Plan Act (ARPA)
- CDBG and other Federal programs
- Annual compliance monitoring and regulatory reporting
- Tenant income recertifications

Community Engagement

- Facilitating Public Discussion
- Conducting Surveys, Interviews, and Workshops
- Presenting and Disseminating Complex Information
- Receiving, Incorporating, and Responding to Public Comment

Industry Engagement and Leadership

- Active board and policy committee members of the San Diego Housing Federation
- Collaborating with industry leaders, other consulting firms, community stakeholders, and policy makers throughout the State to build capacity, remove impediments, and influence legislation that will advance housing policy and financing

Our aim is to help you achieve your affordable housing goals, and create lasting foundations for stable, safe, and thriving communities.

SIMILAR PROJECTS & REFERENCES

Affordable Housing Services - San Diego County

RSG serves as the primary consultant for the County of San Diego Health & Human Services Agency, Housing and Community Development Services. Since 2016, RSG has provided the County with the following services:

- **Accessory Dwelling Unit (ADU) Subsidy Program** – RSG researched existing ADU programs to identify requirements, determine outcomes and overall success of the program, identify how the program is funded, and develop best practices. RSG’s report provided recommendations on the parameters, guidelines, and supporting analysis for the design of the Program.
- **Underwriting** – Since 2016, RSG has conducted the underwriting and complete technical evaluations of multiple development proposals for affordable housing projects located throughout San Diego County. In this capacity, RSG has provided services including:
 - Developer Reviews – San Diego County retained RSG to review and evaluate responses to multiple NOFAs that the County issued regarding funding available for eligible affordable housing projects. This engagement capitalizes on our experience with the HOME Investment Partnerships Program, Section 8 Rental Assistance Project-Based Vouchers (PBVs), and Project-Based Veterans

Affairs Supportive Housing (VASH) Vouchers. For each project, RSG thoroughly reviews the developer's pro forma, including construction cost estimates, proposed sources and uses of funding, income and expense assumptions, and cash flow projections.

- Subsidy Layering Analyses - For each application, RSG performs a subsidy layering analysis to determine the project's compliance with the strictest requirements of the various proposed funding sources. For projects proposed to be funded with TCAC funding, RSG estimates the project's competitiveness for tax credit funding.
- Memorandums - For each development proposal we review, RSG provides the County a memo providing our recommendation regarding the amount of County funding warranted for the project and a summary of the strengths and weakness of the project. Our memo also details the developer's major pro forma assumptions and whether each assumption complies with County requirements and TCAC Guidelines (if applicable).
- **Ramona Market Study** - RSG evaluated a site located in the Ramona community plan area to determine whether it was suitable for the development of an affordable senior group home. RSG conducted a site assessment to identify the parameters by which an affordable senior group home could be developed on the site, as well as a market assessment to determine the level of local demand for this type of development. Based on our site assessment and market assessment, RSG found the property suitable for an affordable senior group housing development. RSG estimated that the property could be developed with up to 245 units, a 60,000-square foot senior center, and a parking lot of about 245 spaces. Based on RSG's assessment, the County moved forward with issuing an RFP to select a developer for the project.
- **Santee Market Study** - RSG evaluated a site located in the city of Santee to determine whether it was suitable for the development of an affordable housing project. RSG conducted a site assessment to identify the parameters by which affordable housing could be developed on the site, as well as a market assessment to determine the level of local demand for affordable housing. Based on our site assessment and market assessment, RSG found the property suitable for an affordable housing development and estimated that the property could be developed with up to 257 units, 25,700 square feet of private open space, 38,500 square feet of common open space, and 578 parking spaces. RSG's analysis included an assessment of the development concessions available for the project, the amenities in the local community, and the percentage of local homeowners and renters who were cost-burdened.
- **Homekey Review** - RSG assisted the County with review of a developer's proposal to acquire a hotel for conversion into housing. The developer proposed to partially fund the Project with HCD Homekey Program funding, as well as County funding. RSG

reviewed the developer's pro forma and provided the County a memo detailing our recommendation regarding the County funding request. The memo also summarized strengths and weaknesses of the project and our review of the pro forma assumptions. RSG highlighted potential changes to the pro forma that could increase the project's financial feasibility and result in less County funding needed.

- **Developer Capacity Evaluation** – RSG performed analyses indicating the feasibility of potential projects, highlighting whether any gap financing is needed. RSG also scrutinized the developer's assumptions to ensure that the anticipated costs, revenues, and operating and replacement reserves were realistic and not over/understated. This included a detailed look at developer fees and deferred fees. Additionally, RSG prepared a long-term cash flow to ensure that prospective developers could remain solvent as an operator throughout the duration of the affordability period. RSG delivered a peer review pro forma analysis, consisting of detailed construction and project phasing assessment, a phasing and post-stabilization 55-year operating forecast, and various measures of return on investment based on the proposed developer's preferred disposition of the project once developed.
- **Analysis of Rental Income Assistance** – RSG assisted the County in analyzing the need for rental income assistance among individual investor landlords in the County. The County used RSG's analysis to inform the development of a new rental assistance program to support "mom and pop" landlords experiencing significant shortfalls in rental payments because of the COVID-19 pandemic.
- **Consolidated Plan** – RSG assisted the County of San Diego in preparing their Consolidated Plan for Fiscal Years 2025-2029.

Contact: Tina Cabarrubias, Housing Analyst
County of San Diego Health & Human Services Agency
858.694.4807 / tina.cabarrubias@sdcounty.ca.gov
3989 Ruffin Road, San Diego, CA 92123

Date of Services: 2016 – Current

Contract Budget: \$450,000

Affordable Housing Technical Review Services – City of El Cajon

RSG has had an on-call affordable housing consulting contract with the City of El Cajon since 2018. Under this contract we have assisted with the following:

- **First-Time Homebuyer Program Administration** – RSG assists with the administration of the City's First-Time Homebuyer Program. RSG pre-underwrites loans based on the borrower's income and asset eligibility for the approval of maximum purchase price, including the ratio determination of housing and income. The program guidelines are carefully reviewed based on funding sources for state or federal requirements. The FTHB utilizes a combination of funding with HOME, CALHOME, and LMIHAF for the borrower's eligibility review. Once the applicant locates a property RSG coordinates

with the City to issue tentative loan commitment approval to ensure the borrower can gather the City required documents. RSG also assisted the City with the preparation of loan documents and coordinated the closing of escrow (or transaction) with the mortgage lenders, escrow office and title company.

- **Lexington Avenue Resyndication** – RSG evaluated a proposal from a developer to acquire the leasehold interest in the Lexington Avenue Senior Apartments to identify potential fiscal and regulatory impacts. RSG examined the project underwriting and proposed purchase price to ensure that it was economically feasible and met legal requirements. We evaluated cost estimate reasonableness, determined the financial feasibility and if gap financing was warranted, prepared a modeling pro forma, reviewed tax credit and other funding source market conditions, and prepared a 55-year cash flow projection.
- **Annual Compliance Reporting** – As City Staff prepares SB341 and Housing Authority reports, RSG provides advisory services to ensure that Housing Successor funds are spent in compliance with legal requirements. We advise the City on the accurate reporting of financial data provided by staff, including data about the balance, deposits, and expenditures pertaining to the Low- and Moderate-Income Housing Asset Fund, along with information about assets reported on the Housing Assets Transfer form. Each complete report is completed annually on activities during the fiscal year.
- **Compliance Monitoring** – RSG assists staff with conducting remote desk monitoring for the City of El Cajon’s affordable housing projects. RSG also assisted with creating income and rent limit charts according to the funding source of each project.
- **PLHFA Subrecipient Monitoring** - RSG supported the City of El Cajon in implementing its PLHA-funded subrecipient monitoring program, providing end-to-end oversight to ensure compliance with State HCD requirements and local agreements. Our structured approach resulted in full data collection across all subrecipients, completion of onsite monitoring, and delivery of clear compliance findings and recommendations to support ongoing program effectiveness and regulatory alignment.

Contact: Jose Dorado, Housing Manager
City of El Cajon Housing Successor Agency
619.441.1786 / jdorado@cityofelcajon.us
200 Civic Center Way, El Cajon, CA 92020

Date of Services: 2018 – Current

Contract Budget: Approximately \$70,000 annually

Affordable Housing (Procedures, Housing Successor Annual Reporting, and Project Implementation) - Orange County Community Resources

Since 2015, RSG has provided on-call housing consulting services to Orange County Community Resources for a wide variety of housing programs and projects. Our services have included:

- **Policies and Procedures Manuals** – RSG prepared policy and procedure manuals for the County’s CDBG, HOME CoC, and ESG programs as well as for their Affordable Housing Compliance Monitoring at properties assisted by the County. RSG continues to work with the City to routinely update the manuals in order to ensure compliance.
- **SB 341 Reporting** – RSG prepares the annual Housing Successor Agency expenditure report for the County on an annual basis.
- **HOME Compliance** – RSG routinely identifies and tracks the use of the County’s HOME funds to ensure they are leveraging funds and meeting legal requirements. Activities include conducting a Subsidy Layering Review that includes:
 - Reviewing the developer’s development pro forma to determine the reasonableness of estimated development costs, revenue assumptions and proposed financing structure, including, but not limited to, the potential for receiving HOME funds.
 - Preparing a memorandum detailing our findings and recommendations regarding the economic feasibility of the proposed development, as well as whether the total requested amount of program funding and other governmental assistance exceeds the amount necessary to make the project feasible due to the unreasonableness of the costs and/or projected rate of return.

RSG also conducts a Neighborhoods Standard Review that includes:

- Researching and determining if the Project site is of adequate size, exposure, and contour to the proposed development, has adequate utilities, and not in an area of minority concentration.
- **Agreement Preparation** –RSG serves as a project coordinator on multiple projects wherein we were responsible for the preparation and oversight of controlling documents. We were responsible for working with legal counsel and coordinating with the entire development team to prepare project closing documents.
- **Compliance Monitoring** – RSG partnered with the County of Orange to structure, streamline, and implement procedures for their affordable housing compliance monitoring portfolio. Services included:
 - Reviewing and summarizing each project’s controlling agreement.
 - Detailing affordability restrictions, funding source amounts, and documentation requirements.

- Creating a manageable database that details project information and tracks compliance data, including inspection dates, annual and quarterly compliance reporting, project contact information, and affordability requirements.
- Training staff on policies and procedures as it relates to compliance monitoring.

In addition to setting up the compliance structure, RSG assisted with compliance monitoring coordination activities. Services included:

- Scheduling on-site monitoring visits.
 - Conducting file audit reviews.
 - Analyzing income-restricted reporting data.
 - Reviewing certificates of compliance to confirm correct set-asides for all income level limits.
 - Collecting management plans.
- **Residual Receipt Analysis** – RSG provided financial audit services to ensure compliance pursuant to related affordable housing agreements and loan documentation.
 - **Relocation Oversight** – RSG provides relocation oversight on an as-needed basis for the County. This includes review relocation plans and advising on tenant rights.
 - **Relocation Process & Procedures** – RSG developed a comprehensive Relocation Policies and Procedures Manual for Orange County Community Resources that consolidated federal and state relocation requirements into a clear, standardized framework for County-funded housing projects.
 - **Recapitalization Policy and Fee Study** – RSG has supported OCCR in strengthening their recapitalization processes through the development of a Recapitalization Policy and Procedures Manual and a Recapitalization Application Fee Study. RSG drafted a Recapitalization Policy and Procedures Manual to establish clear guidelines for processing recapitalization requests, including refinancing, debt restructuring, and resyndication. The manual aligned with OCCR’s mission, regulatory requirements, and best practices while outlining roles, responsibilities, documentation standards, and decision-making processes to ensure efficiency and consistency. Building on this foundation, RSG then conducted the Recapitalization Application Fee Study to establish a legally compliant fee structure. The study ensured alignment with local and state laws and regulations by analyzing internal staff time, compliance monitoring, legal review, and fee studies from other jurisdictions.
 - **Affordable Homeownership Study** – RSG completed a homeownership study for OCCR that evaluated program models that could support the development and long-term administration of income-restricted for-sale housing units.

Contact: Julia Bidwell, Director of Housing & Community Development

Orange County Community Resources
714.480.2991 / Julia.Bidwell@occr.ocgov.com
1770 N. Broadway, Santa Ana, CA 92706

Date of Services: 2015 – Current
Contract Budget: Approximately \$50,000 annually

Housing Annual Reports, Expenditure Plan, Developer Solicitation, and Monitoring – City of Pinole

RSG has been providing housing consulting services to the City of Pinole since 2015. Services performed during this time include:

- **Housing Fund Expenditure Strategy** – In 2017, RSG evaluated the City’s housing needs to recommend a Low- and Moderate-Income Housing Asset Fund expenditure plan to the City Council. RSG analyzed available assets and historic activity to recommend expenditure options that aligned with Council direction and the City’s affordable housing objectives, while also meeting legal requirements on how Housing Asset Funds may be spent. RSG advised the City to extend its deadline to develop or dispose of former redevelopment agency properties from five to ten years and provided guidelines on spending funds by income level and age to ensure legal compliance.
- **Property Disposition & Development** – RSG issued a Notice of Funding Availability / Request for Proposals to solicit proposals to develop affordable housing using available Low- and Moderate-Income Housing Asset Funds and a vacant Housing Successor property in 2020. RSG reviewed development proposals to ensure the proposed developers had the capacity, experience, and required underwriting to complete the project. Additionally, RSG reviewed and managed necessary agreements and negotiations pertaining to the disposition and development of property.
- **Surplus Lands** – In 2020, RSG drafted and issued a Notice of Availability of Surplus Land for four former redevelopment agency properties. RSG responded to inquiries to ensure the City complies with recent amendments to the Surplus Lands Act.
- **Offering Memorandum** – RSG is assisting Pinole dispose of four former redevelopment agency properties. An Offering Memorandum marketing the properties has been posted on CoStar and LoopNet, the nation’s premier commercial real estate listing services, and forwarded to developers that are active in the region. RSG hosts weekly property viewings, responds to buyer inquiries, and will help the City review offers and negotiate disposition agreements. RSG is driven by prioritizing City goals and community needs rather than simply making a broker commission.
- **Annual Reporting** – RSG prepares Pinole’s Housing Successor Agency (SB 341) Annual Reports and conducts multifamily rental compliance monitoring.

Contact: Lilly Whalen, Community Development Director
City of Pinole
510.724.9832 / lwhalen@ci.pinole.ca.us
2131 Pear Street, Pinole, CA 94564
Date of Services: 2015 – Current
Contract Budget: \$86,330

Affordable Housing Advisory Services – City of Chula Vista

RSG has provided affordable housing advisory services to the City of Chula Vista since 2014, who serves as the housing successor to the former Chula Vista Redevelopment Agency. During this time, our services have included:

- **ROPS** – Preparation of Recognized Obligation Payment Schedule (“ROPS”) including financial review, analyzing legislation, and coordination of meetings or responses from the Department of Finance.
- **Housing Authority Annual Report and SB 341 Reporting** – RSG prepares the annual Housing Successor Agency report and the Authority’s Annual report for the city and ensures the reporting includes all items as required, a summary of financial activity and affordable housing efforts, the integration of financial data provided by City staff, and information about affordable housing resources and activity.
- **Compliance Monitoring** – RSG assists the City of Chula Vista with the monitoring efforts for 20 multi- and senior projects of 1,915 affordable units, including onsite visits, physical inspections, desk monitoring, and administration.
- **Middle Income Housing Program Analysis** – RSG evaluated proposals from two joint powers authorities (JPAs), the California Municipal Finance Authority (CMFA) and California Statewide Communities Development Authority (CSCDA), to issue tax exempt bonds and acquire market rate apartment buildings in the city, which would be converted to rent restricted moderate-income units. RSG’s analysis included gathering project information and proposed deal terms, conducting local market research, and evaluating the financial impact to the City’s General Fund, including an estimation of foregone property tax and potential surplus proceeds.
- **Balanced Communities (Inclusionary Housing) Policy Study** – RSG prepared a study of the City’s existing policy to provide recommendations for potential revisions and updates for its feasibility in making progress towards the City’s low- and moderate-income Regional Housing Needs Assessment allocations. The study evaluated the feasibility of a supportable increase in the affordable requirement, a lower threshold of applicability, and adoption of an Inclusionary Housing Ordinance and revision of the in-lieu fee, based on findings and recommendations from the analysis.

Contact: Brian Warwick, Housing Manager
City of Chula Vista
619.409.5982 / bwarwick@chulavistaca.gov
276 Fourth Avenue, Chula Vista, CA 91910

Date of Services: 2014 - Current

Contract Budget: Approximately \$80,000 - \$100,000 annually

LESSONS LEARNED

RSG's experience supporting housing authorities, local jurisdictions, and affordable housing developments across California has provided valuable insight into the complexities of compliance monitoring, program administration, and real estate advisory services. Through this work, we have identified several key lessons that inform our approach to delivering efficient, compliant, and high-quality outcomes. These lessons reflect best practices developed through hands-on experience and are directly applicable to the Murrieta Housing Authority's scope of services.

- **Compliance monitoring** - Regular review of tenant files, income certifications, rent restrictions, and owner reporting requirements allow potential issues to be identified early and corrected before they become significant compliance concerns. Consistency in monitoring is critical as affordable housing portfolios grow. As jurisdictions add new projects and affordability restrictions, maintaining standardized monitoring procedures and reporting tools becomes increasingly important. Establishing scalable systems early helps agencies efficiently manage expanding portfolios without increasing compliance risk.
- **Accurate data management maintaining** - up to date compliance data bases improves accuracy and provides agencies with reliable information that it is audit-ready.
- **Controlling documents** often contain unique compliance requirements. Affordable housing projects frequently involve multiple funding sources and layered regulatory agreements. RSG has learned that a detailed review and summary of controlling documents at the outset of an assignment prevents inconsistencies in monitoring and reporting and establishes a clear compliance framework for all parties.
- **Affordable housing preservation** requires the same level of attention as new production. Through resyndication reviews, recapitalization analyses, and long-term asset management assignments, RSG has learned that preserving existing affordable units often requires proactive financial and compliance oversight well before affordability challenges emerge.
- **Early financial review strengthens project outcomes** - Identifying financing gaps, unrealistic assumptions, or long-term operating concerns during underwriting allows agencies to make informed funding decisions and reduce future project risk.
- **Housing programs** are most successful when compliance, finance, and policy are considered together. RSG has found that integrating compliance monitoring, annual

reporting, and financial oversight provides jurisdictions with a more complete understanding of portfolio performance and supports better decision-making.

- **Staff turnover** - Staff turnover can create institutional knowledge gaps. Developing clear procedures, maintaining organized project records, and documenting compliance histories helps ensure continuity and protects agencies from disruptions when staffing changes occur.
- **Early underwriting reviews save time and resources** - Identifying financing gaps, unrealistic assumptions, and development risks early in the review process allows agencies and developers to address issues before significant time and resources are invested. Establishing underwriting standards, funding priorities, and performance expectations lead to stronger outcome for public agencies.
- **Public funds should be structured to leverage other resources** - RSG has learned that local housing funds are most effective when they are strategically used to attract tax credits, state funding, private financing, and other external resources - maximizing the impact of limited public dollars.
- **Market conditions can change quickly** - Construction costs, interest rates, insurance costs, and funding availability can significantly impact project feasibility. Regular updates to financial assumptions help agencies make informed funding and policy decisions.

SCOPE OF WORK

COMPLIANCE MONITORING

RSG staff are recognized experts in housing compliance monitoring throughout the State of California. Since 1988, RSG has been providing these services to clients. Continued program compliance monitoring services would include the following:

1. RSG will continue to maintain the database for Amberwalk, Reserves at Madison Park Fountain Glen, Monte Vista I and II, Monamos, Delhaven and Oak View Ranch projects which includes the project address, rental or homeownership unit number, tenant or owner name, move-in date, household size, household income/assets, date of tenant income certification, tenant paid rent, utility allowance, percentage of area median income, and whether the unit receives Section 8 voucher assistance or project based Section 8 and the amounts of the Housing Assistance Payment and tenant portion.
2. Confirm the status of project compliance regarding the projects set-aside based on the area median income for the appropriate number and type of units available at affordable housing rents, pursuant to controlling document requirements.
3. Confirm income and rent restrictions based upon the project's controlling agreement. This includes a thorough review of rent roll and occupancy summary reports. RSG provides an annual project compliance monitoring report to staff of the compliance results.
4. Provide a review of tenant income certifications and tenant income documents. This is to ensure that the restricted units have been rented and are occupied by eligible households whose income and assets are calculated and verified correctly, according to controlling document requirements. RSG will summarize the results in annual project compliance monitoring report.
5. RSG can conduct a remote desk audit of the projects tenant files to ensure that file documentation includes complete tenant applications, executed lease, addendums, disclosures, tenant notifications, initial unit inspection checklist, verifiable tenant income, assets, tenant income certifications including household composition (names, ages, occupations of all household members, gender of each head of household) and tenant identification for all adult households. Additionally, ensure units are marketed and rented according to Fair Housing Regulations and are comparable with regard to location and amenities. This will also include review of 10% of declined tenant files.
6. In the RSG notice, we will request that the project owner provide the annual reporting for the projects, including a certificate of continued program compliance to confirm ongoing set-aside compliance, utility allowance chart (confirm UA deductions from the maximum affordable rent), rent roll, and the required tenant files.

7. Determine that the project owner is adhering to legal requirements with regard to the inclusion of required disclosures and statements (e.g. Privacy Act and HIPAA Regulations, Consent to Release, Tenant Failure to Cooperate Statement, Tenant Certifications, and related documents).
8. RSG can conduct on-site physical unit inspections every three (3) years for each project as mandated by all applicable regulations. RSG will issue any draft findings and will require corrections and follow up on non-compliant properties.
9. A OneDrive shared folder can be issued to the property and the city to keep the file records secured during the compliance monitoring of projects. The data will be maintained electronically in a format acceptable to and accessible by the City.
10. RSG annual compliance monitoring report will identify the overall assessment of compliance and non-compliance (with findings and corrective action requirements) of each project. An electronic copy of the report will be provided to city staff, project owners and/or managers.
11. Determine eligibility for prospective homebuyers purchasing remaining deed-restricted affordable units in the Amberwalk II and Reserves at Madison Park communities.
12. Prepare and coordinate the execution of covenant documents for the purchase of those units.
13. Monitor these units for compliance with the covenants and respond and prepare documents in response to homebuyers who refinance, sell, or default on their units.
14. Arrange for and/or attend affordable housing compliance monitoring-related meetings, as requested by the City or as needed to fully accomplish the scope of work described herein.
15. Follow up on corrections and recommendations noted in report findings. Assist City in working with manager/owners to bring project into full compliance with the controlling documents.

RSG understands that the City has approved four developments for very low and low income housing, identified and listed below, that are anticipated to be under construction in the next year. Once approved and directed by the City, RSG can incorporate these projects into the affordable housing activities.

- Oak View Ranch Adams Ave. Affordable 198 low-income units
- Monamos Terrace Apartments 14 very-low and 125 low-income units
- Kensington Apartments 26 very-low and 98 low-income units
- Sandstone Valley 96 low-income units

Additional Monitoring Related Activities/Residual Receipts

In addition to the annual affordable housing compliance monitoring activities, RSG will review the Monte Vista I, Monte Vista II, and Oak View Ranch annual financial statements to ensure that operating and capital replacement reserve deposits are made in accordance with the project's controlling documents, the calculation of interest is correctly applied for the City loan(s), and the calculation of residual receipts accurately reflect the terms under the financing documents. RSG will also ensure payments are made as required in a timely manner and will respond to the annual debt confirmation requests by confirming information related to the Monte Vista I, Monte Vista II, and Oak View Ranch project loans.

ANNUAL REPORTING

Housing Authority Annual Report

Pursuant to Health and Safety Code Sections 34328 and 34328.1, all housing authorities must annually file with their respective city (or county) clerks and submit to the California Department of Housing and Community Development ("HCD") a complete report of its activities during the previous fiscal year by October 1. As part of the reporting process, a housing authority may make recommendations for legislation or other actions necessary to carry on a program of housing and community development properly in the State of California. RSG will prepare the Housing Authority Annual Report annually by the October 1 deadline and share it with staff at least one month prior to being due for review and coordination.

SB 341 Annual Report

Pursuant to redevelopment agency dissolution, SB 341 created a requirement that successor housing entities provide an annual report that details compliance with the expenditure limitations specified in SB 341 during each five-year compliance period ("SB 341 Report"). As the successor housing entity to the former Murrieta Redevelopment Agency, the Housing Authority is required to annually provide the SB 341 Report. The SB 341 Report will provide information regarding the Housing Asset Fund encumbrances reported on the City's Housing Assets Transfer form. RSG will annually prepare the SB 341 Report due December 31, and the report will be provided to staff to present to the City Council/Housing Authority Board in December of each year prior to submission.

Housing Element Annual Progress Report

RSG will provide the annual reporting services pursuant to Government Code Section 65400 by preparing and submitting a Housing Element Annual Progress Report ("APR") to HCD and the Governor's Office of Planning and Research ("OPR") by April 1 of each year. RSG staff will prepare the City's APR and will include the following components:

1. Total allocation of housing units for the Regional Housing Needs Allocation ("RHNA") planning period and allocation by household income levels (i.e., very low, low, moderate, above moderate).

2. Summary of newly constructed, entitled, permitted, and completed units during the reporting period (affordable to moderate- or lower-income households, including mixed-income multifamily projects). The summary identifies detailed project information, unit affordability, monetary and non-monetary programs used to achieve affordable housing cost, and date of approval.
3. Program implementation status for each program identified in the City's Housing Element pursuant to the requirement of Government Code 65583.
4. Inventory of locally owned land identified in the Housing Element that have been sold, leased, or disposed of.
5. Report on sites identified as rezoned to accommodate shortfall housing needs and no net-loss law
6. Description of any commercial density bonus approved pursuant to Government Code 65915.7.
7. Report on units rehabilitated, preserved and acquired for alternative adequate sites pursuant to Government Code section 65583.1(c). Other items to report on are any above-moderate units converted to moderate income, student housing development for low-income students that were granted a density bonus, tenant preference policy and historical resources.
8. Inventory of locally owned land declared surplus pursuant to Government Code 54221 or identified as excess pursuant to Government Code 50569.
9. Annual report of Local Early Action Planning Grant funds received by the City.

ON-CALL HOUSING CONSULTANT SERVICES

Homeownership Program Administration

1. Resale Coordination – RSG can assist the City with all resale transactions that include the tasks below:
 - Income Eligibility: Ensure all new applicant/borrower is income eligible pursuant to the agreement for the specific property being purchased.
 - Affordable Housing Cost Calculation: Provide a detailed resale price and monthly affordable housing cost calculation to the City and other interested parties.
 - Forms: Coordinate all City forms and documents with the new purchaser, lender, escrow, or title company.
 - Loan Documents & Closing: Prepare any corresponding City loan documents and coordinate closing as needed.

2. Refinance Review – RSG will assist with the review of the terms of the proposed loan (for refinance) to confirm compliance with the City’s 2nd trust deed agreement and assist as follows:
 - Forms: Draft, complete, and submit corresponding forms to the City and lender as applicable.
 - Documentation Preparation: Will be completed for the refinance transaction and as requested by the lender; this may include:
 - Pay-off Demand
 - Subordination Agreement
 - Closeout: RSG will coordinate all tasks on behalf of the City and ensure all requested documents from escrow, title, and the lender are addressed at the time of closing for the refinance.

REVOLVING LOAN FUND

RSG will assist with the administration of the City’s Revolving Loan Fund (RLF) as-needed, including NOFA preparation, loan application/proposal reviews, file reviews to ensure the City has all necessary documentation, and underwriting analyses. RSG’s cost proposal assumes that we will underwrite up to 5 proposed projects.

Resyndication Review

1. Review Existing Controlling Documents: RSG staff will review the proposal from Affirmed Housing and then conduct a thorough review of the existing controlling documents (Ground Lease, Regulatory Agreement, proposed capital repair and improvement plans, and the proposed Project pro forma).
2. Financial Underwriting Analysis: RSG will review the developer’s qualification and financial capacity by examining the viability of the proposed capital stack to finance rehabilitation and permanent financing. RSG will review the developer’s financial pro forma analyses to determine the reasonableness of estimated development costs, revenue assumptions and proposed financing structure, including, but not limited to, the potential for receiving LIHTC. Direct and indirect development costs will also be examined to identify budget excesses or deficiencies based on third party data sources and comparable project experience.
3. Developer Negotiations: RSG would prepare a memorandum detailing our findings and the implications for the Housing Authority in negotiations. Negotiation recommendations would be included in the memorandum . We would discuss these with City staff in preparation for the negotiations. It is anticipated the Authority’s legal counsel will draft any amendments to any agreements needed to complete the transaction. It is anticipated that one (1) presentation to the Authority Board will be needed for this engagement.

AS-NEEDED SERVICES

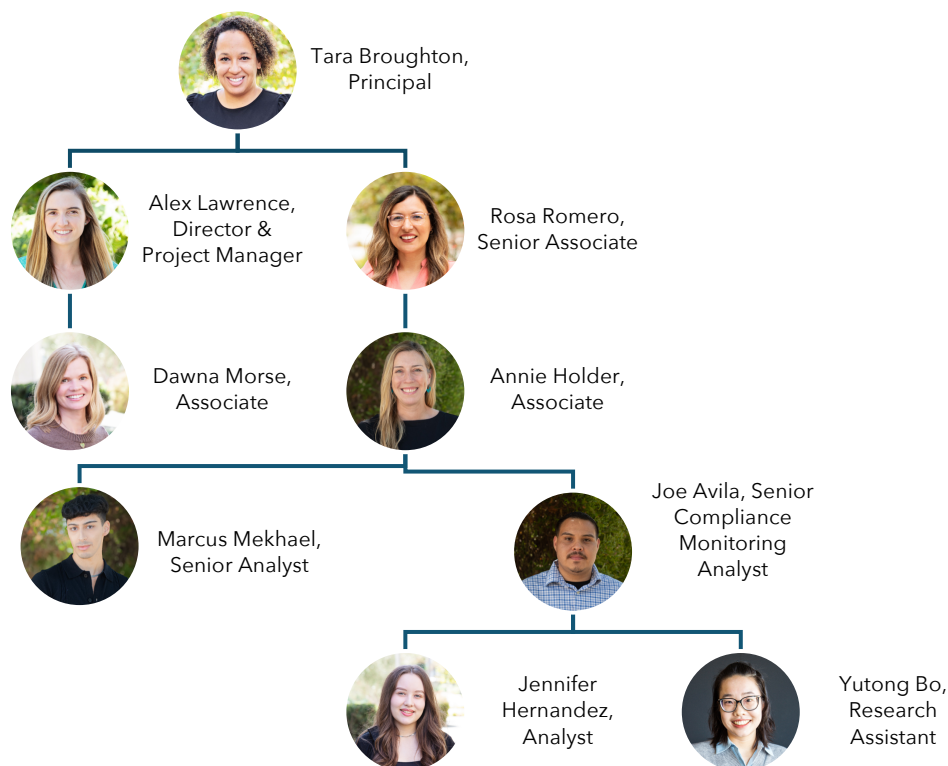
We understand the Authority has other responsibilities related to asset management and real estate engagements that may arise. RSG will assist the Authority with those activities on an as-needed basis upon request from the City.

ORGANIZATIONAL CHART AND RESUMES

RSG dedicates a Principal to each project assignment and creates a core group of project managers and staff who work on the individual assignments on a consistent basis throughout all stages of the contract engagement. Our staff is focused, committed, and passionate about the work we do. We conduct our engagements around our Core Values and are proud of it. We pride ourselves on our ability to appropriately allocate our time and resources to ensure that a project is completed on time and within budget.

This project will be led by Tara Broughton, Principal-in-Charge, with support from Director and Project Manager Alex Lawrence, Senior Associate Rosa Romero, Associates Dawna Morse and Annie Holder, Senior Analyst Marcus Mekhael, Senior Compliance Monitoring Analyst Joe Avila, Analyst Jennifer Hernandez, and Research Assistant Yutong Bo.

Organizational chart and bios of the project team can be found below and resumes of our staff can be found on our website at <https://rsgsolutions.com/meet-our-team/>.



Tara Broughton, Principal-in-charge - Tara is a housing and economic development expert with more than 20 years of experience supporting public agencies in affordable housing policy, finance, compliance, and implementation. She leads complex housing engagements involving program design, funding strategy, and administration, with expertise in underwriting, financial feasibility analysis, subsidy layering, and development review for projects utilizing LIHTC, HOME, CDBG, NPLH, VASH, and ESG funding. Tara has extensive

experience administering NOFAs and RFPs, negotiating development agreements, and preparing housing strategies and property disposition plans aligned with RHNA and Housing Element goals. She also oversees compliance monitoring and program administration efforts, ensuring adherence to federal, state, and local requirements, and has developed policies, procedures, and Consolidated Plans to support ongoing implementation. In addition, Tara leads residential relocation services, with hands-on experience preparing HCD-compliant relocation plans, counseling tenants, identifying replacement housing, and administering relocation benefits. She is a recognized leader in the field, serving on the San Diego Housing Federation Board and Policy Committee and speaking regularly at industry conferences

Alex Lawrence, Director & Project Manager – Alex is an affordable housing and real estate professional with extensive experience managing property disposition, development feasibility, relocation, housing finance, and affordable housing procurement processes. She has led Requests for Proposals, evaluated developer qualifications and financial feasibility, negotiated real estate transactions, and supported affordable housing developments throughout California. Her work includes compliance reporting, relocation planning, housing program administration, underwriting review, and affordable housing project implementation, making her highly qualified to support Murrieta Housing Authority's ongoing housing initiatives. Alex brings specialized expertise in surplus land transactions, housing development strategy, and public-private development partnerships.

Rosa Romero, Senior Associate - Rosa Romero brings more than 20 years of affordable housing and real estate experience, specializing in compliance monitoring, loan administration, regulatory reporting, and program implementation. She manages compliance oversight for hundreds of affordable housing developments across California, ensuring adherence to HUD, HOME, LIHTC, HCD, and local regulatory requirements. Rosa has extensive experience conducting tenant eligibility reviews, annual monitoring, physical inspections, financial reporting, and Housing Authority reporting. Her expertise directly supports Murrieta Housing Authority's compliance monitoring, annual reporting, and affordable housing portfolio management responsibilities.

Annie Holder, Associate and Project Manager - Annie specializes in housing program administration, compliance review, data analysis, and monitoring for public-sector housing initiatives. Drawing on her experience with housing authorities and local governments, she supports housing compliance monitoring, relocation reviews, affordable housing program evaluation, annual reporting, and policy implementation. Annie is skilled in developing data-driven solutions, conducting regulatory reviews, and creating operational systems that improve program efficiency and accountability.

Dawna Morse, Associate - Dawna Morse is a housing policy and community development professional with more than 15 years of experience helping public agencies expand affordable housing opportunities and implement innovative housing programs. Her expertise includes housing program development, underwriting, subsidy layering reviews, feasibility analysis, affordable housing policy creation, relocation planning, and HUD-funded program

administration. Dawna has led and supported affordable housing initiatives involving HOME, CDBG, LIHTC, NOFA evaluations, compliance monitoring, revolving loan fund implementation, and housing finance strategies for jurisdictions throughout California. Notably, she helped develop the City of Murrieta's Revolving Loan Fund, including program guidelines, stakeholder outreach, and NOFA preparation, directly aligning with key components of the Murrieta Housing Authority's current housing goals. Her experience in policy development, financial analysis, and affordable housing implementation positions her to effectively support the Authority's compliance, reporting, funding, and housing development objectives.

Marcus Mekahel, Senior Analyst - Marcus Mekhael is an urban planning and affordable housing development professional with experience spanning project feasibility, housing finance, public funding, redevelopment analysis, and affordable housing policy. He has supported complex affordable housing developments, financial underwriting, inclusionary housing studies, land use planning efforts, and redevelopment feasibility evaluations for public agencies and nonprofit partners. Marcus brings expertise in pro forma analysis, funding strategies, regulatory review, and development negotiations that support affordable housing production and preservation goals. His experience aligns with the Authority's needs for financial analysis, development review, and strategic housing planning

Joe Avila, Senior Compliance Monitoring Analyst Joe Avila is an affordable housing compliance specialist with more than fifteen years of experience supporting affordable housing operations, regulatory monitoring, and resident eligibility review. He conducts comprehensive compliance monitoring, tenant file audits, income certification reviews, and reporting for affordable housing developments throughout California. Joe has experience administering homebuyer assistance and rehabilitation loan programs while ensuring compliance with federal, state, and local funding requirements.

Jennifer Hernandez, Analyst - Jennifer is an affordable housing analyst with experience in compliance monitoring, rent stabilization administration, housing reporting, tenant assistance, and community engagement. She has conducted annual monitoring of affordable housing properties, reviewed regulatory compliance, supported Housing Authority reporting, and served as a public resource for rent stabilization programs. Bilingual in English and Spanish, Jennifer also provides direct support to residents and stakeholders through outreach, relocation assistance, and compliance review activities.

Yutong Bo, Research Assistant - Yutong Bo is a policy and data analysis professional with experience supporting housing, economic development, fiscal analysis, and community planning projects. She has contributed to affordable housing compliance monitoring, relocation support, Housing Element implementation efforts, and housing policy research for local government clients. She combines advanced quantitative analysis, GIS expertise, and program evaluation skills to support data-driven housing and community development decisions. She holds a Master of International Affairs from UC San Diego and is bilingual in Mandarin

COST PROPOSAL

RSG is proposing to complete this assignment on a time and materials basis. The table below provides a generalized cost breakdown. Please note that cost proposal is a not-to-exceed figure and the on-call and optional services may not be needed on an annual basis.

Murrieta Housing Authority General Services								
Task	Principal \$305	Director \$295	Senior Associate \$250	Associate \$205	Senior Analyst \$185	Analyst \$170	Research Assistant \$145	Total
COMPLIANCE MONITORING								
Multi-Family	4	0	20	0	46	55	45	\$30,605
Tenant File Recertification	1	0	10	0	8	15	25	\$10,460
Property Inspections	0	0	0	0	30	20	0	\$8,950
Reporting	3	0	10	0	8	20	20	\$11,195
Single-Family	1	0	30	20	0	15	20	\$17,355
Recertification	1	0	10	0	0	15	20	\$8,255
Eligibility Review/Resale Requests	0	0	10	10	0	0	0	\$4,550
Loan Processing	0	0	10	10	0	0	0	\$4,550
Residual Receipts (Monte Vista I and II, Oak View Ranch)	4	10	0	15	0	0	0	\$7,245
ANNUAL REPORTING								
Housing Authority Report	0	10	0	15	0	0	0	\$6,025
SB 341 Report	0	10	0	15	0	0	0	\$6,025
Annual Progress Report	0	0	15	0	0	15	0	\$6,300
SUBTOTAL OF RECURRING ANNUAL WORK								\$73,555
ON CALL HOUSING CONSULTANT SERVICES								
Homeownership Program Administration								
Resale Coordination (Cost per loan transaction)	0	0	8	10	0	0	0	\$4,050
Refinance Review (Cost per loan transaction)	0	0	8	10	0	0	0	\$4,050
Revolving Loan Fund (5 Applications)	15	20	60	60	60	65	0	\$59,925
As-Needed Services	10	15	10	5	5	10	0	\$13,625
SUBTOTAL OF ON CALL SERVICES								\$81,650
OPTIONAL SERVICE IF NEEDED								
Monte Vista Resyndication Review (Reimbursed by Develop	25	10	40	0	0	40	0	\$27,375
SUBTOTAL OF OPTIONAL SERVICES								\$27,375
TOTAL SERVICES PER YEAR								\$182,580

RSG would bill for these services based on the fee schedule and billing policies below.

Principal	\$305
Director	\$295
Senior Associate	\$250
Associate	\$205
Senior Analyst	\$185
Analyst	\$170
Research Assistant	\$145
Technician	\$120
Clerical	\$100

RSG does not charge clients for travel or mileage (except direct costs related to field work/surveys), parking, standard telephone/fax expenses, general postage, or incidental

copies. However, we do charge for messenger services and overnight shipping/express mail costs. We also charge for copies of reports, documents, notices, and support material in excess of five copies. We bill reimbursable costs at the actual expense plus a 10% surcharge.

RSG issues monthly invoices payable upon receipt, unless otherwise agreed upon in advance. Invoices identify tasks completed to date, hours expended, and the hourly rate.



WE LEVERAGE **OPPORTUNITY** **FOR YOUR CITY** IN THE FOLLOWING AREAS:



CORPORATE ADDRESS

170 EUCALYPTUS AVE.
SUITE 200
VISTA, CA 92084

CONTACT

714-541-4585
INFO@RSGSOLUTIONS.COM
RSGSOLUTIONS.COM
DRE Corporate #01930929

SAN DIEGO

LOS ANGELES

OAKLAND

AFFORDABLE HOUSING
ECONOMIC DEVELOPMENT
FISCAL HEALTH
REAL ESTATE

EXHIBIT B

**CONTRACT MODIFICATIONS
(Superseding Contract Boilerplate)**

N/A

EXHIBIT C

SCHEDULE OF COMPENSATION

I. The Scope of Work set forth herein shall be compensated for in the following manner:

- ☐ A single flat rate for all services as set forth in Exhibit "A."
- ☐ Multiple flat rates for different specified services as set forth in Exhibit "A."
- ☒ An hourly rate for some or all of the proposed services as set forth in Exhibit "A."

II. The total compensation for all Services shall not exceed the Contract Sum as provided in the Cover Page of this Agreement.

III. Consultant's billing rates for any hourly Services are set forth in Exhibit "A." In connection with the services provided pursuant to the terms of this Agreement, City will pay Consultant upon City's receipt of a written invoice provided by Consultant no more than monthly. City will pay Consultant for work completed, billed in increments of six minutes (0.1 hours), not to exceed the Contract Sum. The City will reimburse the Consultant for reasonable out-of-pocket expenses related to performing services set forth in Exhibit "A" that are approved in advance in writing by the City such as mileage, copies, binding costs, postage, parking, travel, and lodging expenses as part of the not to exceed Contract Sum. To receive reimbursements, the Consultant must provide the City with a receipt and a description of the expense incurred along with the invoice. No mark up on expenses may be added.

EXHIBIT D

INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000 per occurrence**. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. 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**.

3. Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000 per accident for bodily injury or disease**. (Not required if consultant provides written verification it has no employees)

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant’s profession, with limit no less than **\$2,000,000 per occurrence or claim, \$2,000,000 aggregate**.

5. Cyber: Vendor/Consultant shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees. Vendor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, with limits not less than **\$2,000,000 per occurrence or claim, \$2,000,000 aggregate**. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be

limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

6. Technology Professional Liability Errors & Omissions

(Only if vendor is providing a technology service (data storage, website designers, etc.) or product (software providers)

Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

- a. The Policy shall include, or be endorsed to include, ***property damage liability coverage*** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. 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 if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Consultant's **insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance

and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy

The Consultant may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Consultant’s primary and excess liability policies are exhausted.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 [fill in the amount for your comfort level for the specific Consultant and job – it could be much higher, or in the case of a very small Consultant, you might want it lower] unless approved in writing by City. Any and all deductibles and SIRs shall be the sole responsibility of Consultant or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City may deduct from any amounts otherwise due Consultant to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior** to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of **five (5) years after completion of work.**

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. 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.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Duration of Coverage

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work,** shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained, and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

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.