



staff report

TO: Honorable Mayor and Members of the City Council

ATTENTION: Jeffrey L. Stewart, City Manager

FROM: Jim DellaLonga, Director of Economic Development

SUBJECT: Consideration and possible action to authorize the City Manager to execute Agreement File No. XXX, in a form approved by the City Attorney, with Avant-Garde, Inc., to provide Housing Consultant Services.

DATE: July 11, 2016

EXECUTIVE SUMMARY

This action would authorize the City Manager to execute Agreement File No. XXX with Avant-Garde, Inc., for Housing Consultant services.

RECOMMENDATION TO CITY COUNCIL

- 1) Authorize the City Manager to execute Agreement File No. XXX, in a form approved by the City Attorney; or
- 2) Alternatively, discuss and take other action related to this item.

FISCAL IMPACT

Up to \$75,000 from CDBG and HOME funds in Account Nos. 900-42054-4150 and 910-42054-4210 and various other project/activity accounts.

DISCUSSION

The City of Bellflower annually receives a Community Development Block Grant (CDBG) allocation and Home Investment partnership (HOME) funds. To receive these funds, a consultant is needed to complete the extensive application process that is required by the Department of Housing and Urban Development (HUD) and to assist staff with project implementation, monitoring, and required reporting.

In 2007, the City solicited proposals for Housing Consultant services to assist in the administration of the CDBG and HOME-funded Programs and chose SJC3 Consulting. On June 30, 2016, the City's Service Agreement with SJC3 Consulting expired. On May 5, 2016, staff released a Request for Proposals for Housing Consultant Services (RFP). The RFP was published on the City's website and sent to four local firms known to provide such services.

Staff Report – Agreement File No. XXX for Housing Consultant Services
July 11, 2016
Page 2 of 2

On May 27, 2016, staff received three proposals. After reviewing all proposals and interviewing the principals of the firms, Avant-Garde, Inc., was selected as the apparent most qualified proposer.

The Scope of Work for Housing Consultant Services will include providing the City with a comprehensive evaluation report of City programs with recommendations, assisting staff in administering the City’s HUD programs and budget allocations, and assisting with the preparation of all HUD reports, including the Annual Action Plan and the Consolidated Annual Performance Evaluation Report (CAPER).

ATTACHMENTS

Agreement File No. XXX 3

**AGREEMENT FILE NO. XXX
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF BELLFLOWER AND
AVANT-GARDE, INC.
FOR HOUSING CONSULTANT SERVICES**

THIS AGREEMENT is entered into this 11th day of July 2016, by and between the CITY OF BELLFLOWER, a municipal corporation and general law city ("CITY") and Avant-Garde, Inc., a corporation ("CONSULTANT").

1. CONSIDERATION.

- A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, below;
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay CONSULTANT a sum not to exceed \$75,000.00 for CONSULTANT's services. CITY may modify this amount as set forth below. Unless otherwise specified by written amendment to this Agreement, CITY will pay this sum as specified in the attached Exhibit "B," which is incorporated by reference.

2. SCOPE OF SERVICES.

- A. CONSULTANT will perform services listed in the attached Exhibit "A," which is incorporated by reference.
- B. CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by CITY, necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

3. PERFORMANCE STANDARDS. While performing this Agreement, CONSULTANT will use the appropriate generally accepted professional standards of practice existing at the time of performance utilized by persons engaged in providing similar services. CITY will continuously monitor CONSULTANT's services. CITY will notify CONSULTANT of any deficiencies and CONSULTANT will have fifteen (15) days after such notification to

cure any shortcomings to CITY's satisfaction. Costs associated with curing the deficiencies will be borne by CONSULTANT.

4. PAYMENTS. For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit a detailed invoice to CITY which lists the hours worked and hourly rates for each personnel category and reimbursable costs (all as set forth in Exhibit "B") the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, the total cost of that work during the preceding billing month and a cumulative cash flow curve showing projected and actual expenditures versus time to date.

5. NON-APPROPRIATION OF FUNDS. Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of the CITY. In the event the CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this Agreement will cover only those costs incurred up to the conclusion of the current fiscal year.

6. ADDITIONAL WORK.

- A. CITY's city manager ("Manager") may determine, at the Manager's sole discretion, that CONSULTANT must perform additional work ("Additional Work") to complete the Scope of Work. If Additional Work is needed, the Manager will give written authorization to CONSULTANT to perform such Additional Work.
- B. If CONSULTANT believes Additional Work is needed to complete the Scope of Work, CONSULTANT will provide the Manager with written notification that contains a specific description of the proposed Additional Work, reasons for such Additional Work, and a detailed proposal regarding cost.
- C. Payments over \$75,000.00 for Additional Work must be approved by CITY's city council. All Additional Work will be subject to all other terms and provisions of this Agreement.

7. FAMILIARITY WITH WORK.

- A. By executing this Agreement, CONSULTANT agrees that it has:
 - i. Carefully investigated and considered the scope of services to be performed;
 - ii. Carefully considered how the services should be performed; and

- iii. Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

- B. If services involve work upon any site, CONSULTANT agrees that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should CONSULTANT discover any latent or unknown conditions that may materially affect the performance of the services, CONSULTANT will immediately inform CITY of such fact and will not proceed except at CONSULTANT's own risk until written instructions are received from CITY.

8. TERM. CITY and CONSULTANT specifically intend for this Agreement to be retroactively effective beginning July 1, 2016. The term of this Agreement will be from July 1, 2016 to June 30, 2017. Unless otherwise determined by written amendment between the parties, this Agreement will terminate in the following instances:

- A. Completion of the work specified in Exhibit "A";
- B. Termination as stated in Section 16.

9. TIME FOR PERFORMANCE.

- A. CONSULTANT will not perform any work under this Agreement until:
 - i. CONSULTANT furnishes proof of insurance as required under Section 23 of this Agreement; and
 - ii. CITY gives CONSULTANT a written notice to proceed.
- B. Should CONSULTANT begin work on any phase in advance of receiving written authorization to proceed, any such professional services are at CONSULTANT's own risk.

10. TIME EXTENSIONS. Should CONSULTANT be delayed by causes beyond CONSULTANT's control, CITY may grant a time extension for the completion of the contracted services. If delay occurs, CONSULTANT must notify the Manager within forty-eight hours (48 hours), in writing, of the cause and the extent of the delay and how such delay interferes with the Agreement's schedule. The Manager will extend the completion time, when appropriate, for the completion of the contracted services.

11. CONSISTENCY. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the attached Exhibits; this

Agreement supersedes any conflicting provisions. Any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below:
Scope of Work, Payment Schedule, Proposal.

12. **CHANGES.** CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.

13. **TAXPAYER IDENTIFICATION NUMBER.** CONSULTANT will provide CITY with a Taxpayer Identification Number.

14. **PERMITS AND LICENSES.** CONSULTANT, at its sole expense, will obtain and maintain during the term of this Agreement, all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

15. **WAIVER.** CITY's review or acceptance of, or payment for, work product prepared by CONSULTANT under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from CONSULTANT's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

16. TERMINATION.

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause.
- B. CONSULTANT may terminate this Agreement at any time with CITY's mutual consent. Notice will be in writing at least thirty (30) days before the effective termination date.
- C. Upon receiving a termination notice, CONSULTANT will immediately cease performance under this Agreement unless otherwise provided in the termination notice. Except as otherwise provided in the termination notice, any additional work performed by CONSULTANT after receiving a termination notice will be performed at CONSULTANT's own cost; CITY will not be obligated to compensate CONSULTANT for such work.
- D. Should termination occur, all finished or unfinished documents, data,

studies, surveys, drawings, maps, reports and other materials prepared by CONSULTANT will, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination, not to exceed the total costs under Section 1(C).

- E. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.
- F. By executing this document, CONSULTANT waives any and all claims for damages that might otherwise arise from CITY's termination under this Section.

17. OWNERSHIP OF DOCUMENTS. All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT under this Agreement are CITY's property. CONSULTANT may retain copies of said documents and materials as desired, but will deliver all original materials to CITY upon CITY's written notice. CITY agrees that use of CONSULTANT's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at CITY's own risk.

18. PUBLICATION OF DOCUMENTS. Except as necessary for performance of service under this Agreement, no copies, sketches, or graphs of materials, including graphic art work, prepared pursuant to this Agreement, will be released by CONSULTANT to any other person or public CITY without CITY's prior written approval. All press releases, including graphic display information to be published in newspapers or magazines, will be approved and distributed solely by CITY, unless otherwise provided by written agreement between the parties.

19. INDEMNIFICATION.

- A. CONSULTANT agrees to the following:
 - i. *Indemnification for Professional Services.* CONSULTANT will save harmless and indemnify and at CITY's request reimburse defense costs for CITY and all its officers, volunteers, employees and representatives from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of, any injuries or damages sustained by any person or property resulting or arising from any negligent or wrongful act, error or omission by CONSULTANT or any of CONSULTANT's officers, agents, employees, or representatives, in the performance of this Agreement, except for such loss or damage arising from CITY's sole negligence or willful misconduct.

- ii. *Indemnification for other Damages.* CONSULTANT indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance, except for such loss or damage arising from CITY's sole negligence or willful misconduct. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, CONSULTANT will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.
- B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and certified volunteers.
- C. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.
- D. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 23, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

20. ASSIGNABILITY. This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

21. INDEPENDENT CONTRACTOR. CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which it is performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

22. AUDIT OF RECORDS. CONSULTANT will maintain full and accurate records with respect to all services and matters covered under this Agreement. CITY will have free access at all reasonable times to such records, and the right to examine and audit the

same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. CONSULTANT will retain such financial and program service records for at least three (3) years after termination or final payment under this Agreement.

23. INSURANCE.

- A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, CONSULTANT will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits</u>
Commercial general liability:	\$2,000,000
Professional Liability	\$1,000,000
Business automobile liability	\$1,000,000
Workers compensation	Statutory requirement

- B. Commercial general liability insurance will meet or exceed the requirements of the most recent ISO-CGL Form. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name CITY, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by CITY will be excess thereto. Such endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to CITY.
- C. Professional liability coverage will be on an "occurrence basis" if such coverage is available, or on a "claims made" basis if not available. When coverage is provided on a "claims made basis," CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.

- D. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).
- E. CONSULTANT will furnish to CITY duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII."
- F. Should CONSULTANT, for any reason, fail to obtain and maintain the insurance required by this Agreement, CITY may obtain such coverage at CONSULTANT's expense and deduct the cost of such insurance from payments due to CONSULTANT under this Agreement or terminate pursuant to Section 16.
- G. Self-Insured Retention/Deductibles. All policies required by this Agreement must allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and deductible of the policy in lieu of CONSULTANT (as the named insured) should CONSULTANT fail to pay the SIR or deductible requirements. The amount of the SIR or deductible is subject to the approval of the City Attorney and the Finance Director. CONSULTANT understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONSULTANT as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CITY's behalf upon the CONSULTANT'S failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against CONSULTANT for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

24. USE OF SUBCONTRACTORS. CONSULTANT must obtain CITY's prior written approval to use any consultants while performing any portion of this Agreement. Such approval must approve of the proposed consultant and the terms of compensation.

25. INCIDENTAL TASKS. CONSULTANT will meet with CITY monthly to provide the status on the project, which will include a schedule update and a short narrative description of progress during the past month for each major task, a description of the work remaining and a description of the work to be done before the next schedule update.

26. NOTICES. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

If to CONSULTANT:

Attention: Ana Marie LeNoue
Avant-Garde, Inc.
3670 W. Temple Avenue, Suite 278
Pomona, CA 91768
(909) 979-6586
alenoue@agi.com.co

If to CITY:

Attention: Jim DellaLonga
City of Bellflower
16600 Civic Center Drive
Bellflower, CA 90706
(562) 804-1424
jdellalonga@bellflower.org

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

27. CONFLICT OF INTEREST. CONSULTANT will comply with all conflict of interest laws and regulations including, without limitation, CITY's conflict of interest regulations.

28. SOLICITATION. CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

29. THIRD PARTY BENEFICIARIES. This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.

30. INTERPRETATION. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

31. COMPLIANCE WITH LAW. CONSULTANT agrees to comply with all federal, state, and local laws applicable to this Agreement.

32. ENTIRE AGREEMENT. This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. There are three Attachments to this Agreement. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

33. RULES OF CONSTRUCTION. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

34. SEVERABILITY. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

35. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment. CITY's Manager, or designee, may execute any such amendment on behalf of CITY.

36. ACCEPTANCE OF FACSIMILE SIGNATURES. The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.

37. CAPTIONS. The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

38. TIME IS OF ESSENCE. Time is of the essence for each and every provision of this Agreement.

39. FORCE MAJEURE. Should performance of this Agreement be prevented due to fire, flood, explosion, acts of terrorism, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' reasonable control, then the Agreement will immediately terminate without obligation of either party to the other.

40. STATEMENT OF EXPERIENCE. By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY.

CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public CITY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF BELLFLOWER

AVANT-GARDE, INC.

Jeffrey L. Stewart, City Manager

Ana Maria LeNoue, President

ATTEST:

Lisette Calleros, Secretary

Mayra Ochiqui, City Clerk

APPROVED AS TO FORM:

Karl H. Berger, City Attorney

Taxpayer ID No. 01-0749431

**CITY OF BELLFLOWER
AGREEMENT FILE NO. XXX – EXHIBIT A
AVANT-GARDE, INC.
SCOPE OF SERVICES**

The following scope of services is for housing consultant services.

CONSULTANT will perform the following tasks:

Task 1 - Program Evaluation Report

- A. CONSULTANT will provide City staff with a comprehensive evaluation report on the City's compliance with the HUD regulations. The report will include the current status of all City programs, any lapses in Program implementation, as well as recommendations for ensuring compliance with all HUD requirements.
- B. The Program Evaluation Report will be presented to staff within ninety (90) days after the commencement of this Agreement.

Task 2 – Technical Assistance

- A. CONSULTANT will provide technical assistance to amend the Consolidated Plan, Action Plan, Citizen Participation Plan and/or getting HUD approvals.
- B. CONSULTANT will provide technical assistance in the review of private-public partnerships, site and neighborhood standards, income determinations, and similar program criteria.
- C. CONSULTANT will provide technical assistance with updating the Bellflower Housing and Grants Manual and creating/revising other program manuals (i.e. lenders training manual, citizen participation plan) as needed.
- D. CONSULTANT will assist in determining eligible and ineligible CDBG and HOME activities such as eligible project cost, eligible administrative and planning cost, and similar program criteria.
- E. CONSULTANT will provide technical assistance in evaluating affordable housing projects, including maximum subsidy per unit, underwriting requirements, and subsidy layering.
- F. CONSULTANT will provide technical assistance on other federal requirements including: affirmative marketing, minority outreach, environmental review, displacement, relocation, acquisition, opportunity, disclosure requirements, debarred, suspended, or ineligible contractors, and drug-free work place.

Task 3. - Program Administration

- A. CONSULTANT will assist with the administration of the following: HOME Agreement, Program Integrated Disbursement Information System (IDIS), Home Improvement Program, First Time Homebuyers Program, Affordable Housing Projects, Program income, inspections, audit, close-out, record-keeping, and performance reports.
- B. CONSULTANT will prepare all required HUD reports such as the Annual Action Plan and the Consolidated Annual Performance Evaluation Report (CAPER).
- C. CONSULTANT will attend necessary City Council and/or Public Hearings and respond to HUD follow-up questions needed to receive the necessary HUD approvals.
- D. CONSULTANT will update and maintain the City's project and activity information provide to HUD's mainframe IDIS System.
- E. CONSULTANT will train City Staff on IDIS and HUD regulations and requirements.
- F. CONSULTANT will gather available and necessary documents for HUD audits, act as a liaison between HUD and the City, and prepare the follow-up correspondence.
- G. CONSULTANT will provide technical expertise in responding to any HUD audit findings and/or concerns, take corrective actions, answer questions, and follow up with any other information as requested and/or needed.
- H. CONSULTANT will provide a high standard of care and support to internal customers (such as City elected officials and City staff) and external customers (such as residents, business owners, contractors, developers and staff from municipal, state and federal agencies). In order to effectively provide this support, it is required that the selected Proposer hold a minimum of 6 office hours per week at City Hall.
- I. In conjunction with City Staff, CONSULTANT will review and analyze Public Service Agency (PSA) applications received for each pending Program year, make CDBG funding recommendations to staff and the Parks and Recreation Commission. Provide a funding recommendation presentation to Parks and Recreation Commission.

- J. CONSULTANT will perform audits of the funded Public Service Agencies (PSAs) for federal regulatory compliance. CONSULTANT will prepare correspondence and provide technical assistance to PSAs.
- K. CONSULTANT will provide day-to-day administration, consultation, and coordination with HUD, advise staff of federal and state program compliance issues, prepare amendments to the Consolidated Plan, recommend approval of HUD allowed expenditures, recommended updates for the Home Improvement Program, First-Time Home Buyers Program and other Program brochures, forms, and other reference material.
- L. CONSULTANT will stay updated on successor housing agency regulations and legislation, as well as annual reporting requirements, and the preparation of the housing successor annual report.
- M. CONSULTANT will assist with successor housing agency projects and programs including but not limited to homeless prevention and rapid rehousing programs, compliance with state requirements, and perform any other related duties.

**CITY OF BELLFLOWER
AGREEMENT FILE NO. XXX - EXHIBIT B
AVANT-GARDE, INC.
PAYMENT SCHEDULE**

1. **Basis.** The fee for the Scope of Services described in Exhibit A will be billed in accordance with the following rate based on hours actually and satisfactorily worked:

Design/Construction Management

Program Manager	\$110.00 per hour
IDIS Specialist	\$110.00 per hour
Program Coordinator	\$85.00 per hour
Housing Rehab Specialist	\$65.00 per hour
Program Assistant	\$65.00 per hour



**CITY OF BELLFLOWER
AGREEMENT FILE NO. XXX - EXHIBIT C
AVANT-GARDE, INC.**

May 19, 2016

City of Bellflower
Attn: Jim DellaLonga, Director of Economic Development
16600 Civic Center Drive
Bellflower, CA 90706

Subject: Request for Proposals for Housing Consultant Services

It is with great pleasure that AVANT-GARDE submits our proposal to provide the City of Bellflower with Housing Consultant Services. If selected, it will be our goal to ensure that all services and reports are in compliance with all applicable HUD regulations and submitted within the required time frames.

A 100% woman-owned firm, Avant-Garde was incorporated in September 2002 and our corporate office is located at 3670 W. Temple Avenue, Suite 278, Pomona, CA 91768. **Avant-Garde is a certified minority business enterprise, women business enterprise, disadvantaged business enterprise and small business enterprise. (MBE, WBE, DBE, SBE).**

Avant-Garde has built a strong reputation for providing innovative and successful solutions for a number of public agencies. We have a successful track record in Program and Compliance Management with several municipalities, including the Cities of Moreno Valley, Pasadena, Industry, La Puente, Pico Rivera, Montebello, Temple City, Lynwood, Bell Gardens and Los Angeles County METRO. We offer the talents of some of the most skilled compliance managers, fund administrators, grant writers and program managers in the industry, providing clients with innovative and cost-effective solutions on a wide variety of projects.

Given the opportunity, we feel the Avant-Garde team will prove to be a valuable partner to the City in meeting its HUD requirements and goals. To provide exceptional services as outlined in the RFP, we present a highly qualified and experienced team of program managers each with years of experience in providing identical services to Cities throughout Southern California. We have assigned a firm principal, Lissette Calleros, to serve as the Project Representative. Ms. Calleros will oversee all assigned staff and will ensure successful administration of all activities.

Please contact me or Lissette Calleros, the firm's principals, at (909) 979-6586 or email alenoue@agi.com.co or lcalleros@agi.com.co if there are any questions. We look forward to working with you and your staff and the opportunity to serve your community. Thank you very much for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Marie LeNoue".

And Marie LeNoue
President

TABLE OF CONTENTS

SECTION 2. INTRODUCTION..... 2

SECTION 3. PROGRAM TEAM & MANAGEMENT..... 4

 I. ORGANIZATION

 II. PRIOR EXPERIENCE

 III. KEY STAFF

SECTION 4. APPROACH TO REQUESTED SERVICES..... 19

SECTION 5. CITY PROVIDED SUPPORT 25

SECTION 6. ADMINISTRATIVE REQUIREMENTS..... 26

SECTION 7. COST PROPOSAL 27

 I. COST PROPOSAL FORM

SECTION 8. REFERENCES..... 28

SECTION 2. INTRODUCTION

AVANT-GARDE was incorporated in September 2002 and our corporate office is located at 3670 W. Temple Avenue, Suite 278, Pomona, CA 91768. ADVANCED AVANT-GARDE dba AVANT-GARDE is a 100% woman-owned California Corporation and is a certified minority business enterprise, women business enterprise, disadvantaged business enterprise and small business enterprise. (MBE, WBE, DBE, SBE).

Our team of twelve has built a strong reputation for providing innovative and successful solutions for a number of public agencies. We have a successful track record with several municipalities, including the Cities of Moreno Valley, Temple City, Pasadena, Industry, La Mirada, Montebello, Alhambra, Pico Rivera, Hawaiian Gardens, South El Monte, Rosemead, San Gabriel, La Puente, Lynwood, Bell Gardens, Cudahy, Maywood, Perris and Los Angeles County METRO. We offer the talents of some of the most skilled compliance managers, grant writers, fund administrators and program managers in the industry, providing clients with innovative and cost-effective solutions on a wide variety of projects.

Our years of practice have resulted in a solid foundation of experience and technical expertise and a dedication to integrity, excellence, and quality. We are proud of our strong reputation in meeting aggressive schedules and our ability to multi-task to provide our clients specialized attention and service. Services offered by our firm include:

- Grant Writing and Administration
- Program Management
- Funding Administration
- Compliance Management including Labor Compliance
- Construction Coordination (Bid development, analysis, etc.)
- Community Outreach

AVANT-GARDE specializes in government funding and grant sources with requirements ranging from basic applications and documentation to competitive project submittals. Our team has been instrumental in securing and managing millions of dollars for

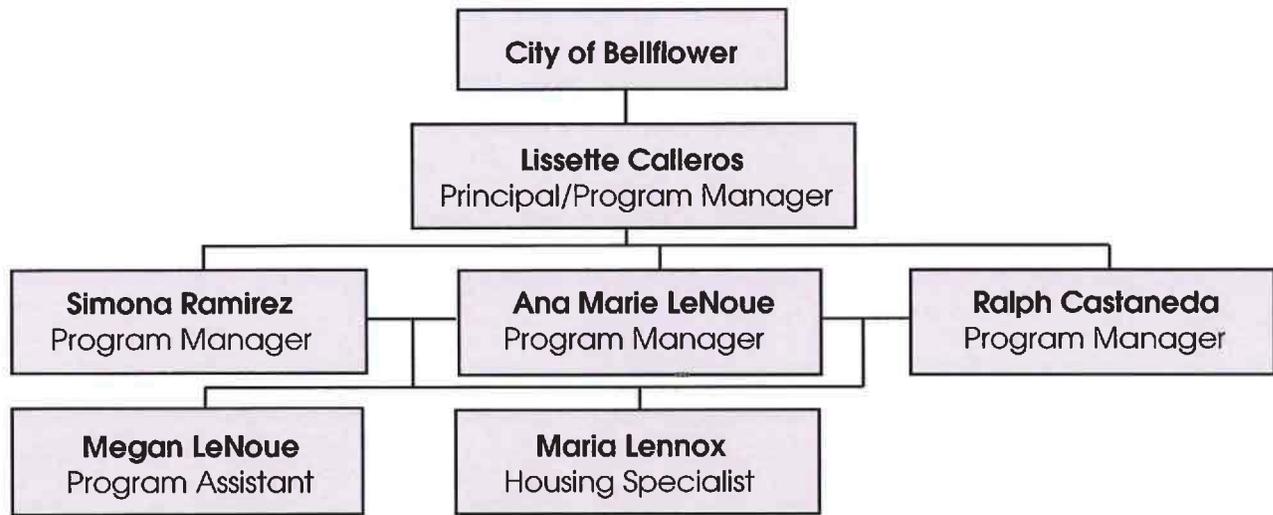
southern California projects. We assist our clients in identifying federal and state fund allocation balances, assist in determining eligible projects, provide advisement of program requirements and are available to prepare and administer the program as required by the funding agencies. Additionally, our team provides administrative responsibilities such as assistance with the preparation and monitoring of operating budgets and Capital Improvement Program budget. AVANT-GARDE analyzes the agency's needs and prepares, recommends and administers long-and-short range programs consistent with the economic capabilities of the agency, including information vital to the preparation of the annual budget for the agency. Our team researches grants, submits applications, and continually works with various funding agencies in completing State and Federal forms to ensure that our clients are in compliance with grant and funding requirements. To date, AVANT-GARDE has successfully secured over \$105 Million in competitive grant funds for southern California agencies.

SECTION 3. PROGRAM TEAM & MANAGEMENT

Organization

To provide exceptional services to the City of Bellflower, we have compiled a highly qualified and experienced team. Firm Principal, Lissette Calleros, will serve as Program Manager and will oversee all assigned staff and ensure successful administration of program and document development. Our Program Manager will be supported by our in-house Program Manager-Ana Marie LeNoue, Program Manager-Ralph Castaneda, Program Manager-Simona Ramirez, Housing Specialist-Maria Lennox, and Program Assistant-Megan LeNoue.

AVANT-GARDE understands the importance of maintaining professionalism while delivering exceptional customer service to all parties involved, including administrators, city staff, residents, businesses, various agency representatives, and elected officials. The proposed Team has outstanding communication and work skills. Ms. Calleros and Ms. LeNoue have served as municipal employees prior to joining the firm. AVANT-GARDE has a unique understanding and respect for the "City Hall culture" and have the ability to work in a team environment within a public atmosphere that is demanding and high paced. Furthermore, AVANT-GARDE has had the pleasure of serving a variety of communities and multi-cultural environments with great success. To that note, Ms. Calleros, Ms. LeNoue, Ms. Ramirez, and Ms. Lennox are bilingual in English and Spanish. Our years of success is clearly dependent on our interpersonal skills and the ability to respectfully, clearly and concisely communicate both orally and in writing.



Prior Experience

The professional staff of AVANT-GARDE well understands the many ways that a single project may affect the multiple layers of government as well as the desired economic growth and development that is of primary concern to business, property owners and residents. We use and leverage this information by looking at every angle of a program and/or project to determine the overall impact and how best to design and implement programs that best produce optimum results.

We have extensive experience in serving both major urban cities and small suburban municipalities with our success achieved through close attention to detail, emphasis on meeting the particular needs of each client and prompt delivery of products, studies and services. Project assignments have included funding strategies and analysis, construction coordination, compliance management, community outreach programs and special projects. Today, we are well-prepared to provide public agencies with a number of varied consulting services.

AVANT-GARDE fully understands the requirements and scope of work as outlined in the Request for Proposal and is capable to perform said scope.

➤ **City of Montebello**

Francesca Schuyler, City Manager

1600 W. Beverly Blvd., Montebello CA 90640 (323) 887-1367

Funding/Cost: HUD and HOME. FY15/16 contract = \$108,472

AVANT-GARDE currently provides Program Monitoring and Funding Compliance Services for HOME and CDBG funded programs administered through the Department of Housing and Urban Development for the City of Montebello. As such, AVANT-GARDE provides ongoing program compliance monitoring services including monitoring of sub-recipients and implementation of the City's Housing Program. Our involvement over the past two years has given our team a special understanding of the City's current situation and continues to assist the City in complying with the requirements set forth by HUD. Services to date have included working with the City to correct and respond to HUD HOME and CDBG Service Program findings, resulting in significantly reducing the number of findings dating back to FY 2012/2013. As part of this effort, AVANT-GARDE assisted in developing systems and processes in accordance with HUD requirements to expend and track funds in a timely and compliant manner and maintain program files in preparation for HUD review and audit. The Housing Rehabilitation Program systems have been updated including standardized loan documents, program standards, and tracking mechanisms to help the City identify each stage of a project. HOME program accomplishments include acquisition of property at 924 Carob Way and conditional commitment of funds for Colegrove Avenue properties. Additionally, AVANT-GARDE continues to monitor and implement the CDBG Service Program, working with local sub-recipients to ensure adherence with HUD program requirements, including the development of tracking processes and timely submittal of sub-recipient activities and reimbursements.

➤ **City of Moreno Valley**

Marshall Eyerman, Financial Services Manager

14177 Frederick Street, Moreno Valley, CA 92553 (951)413-3519

Funding/Cost: HUD and HOME. Combined FY15/16 total = \$70,417.50

AVANT-GARDE was recently retained by the City of Moreno Valley to assist with committing HOME funds by the September 30, 2015, deadline for two affordable housing projects. Our scope of services included CHDO certification; preparation of NEPA documentation for the project; and project coordination to ensure development and execution of the HOME Commitment Agreement which includes coordination with

the City Attorney, City staff, and the CHDO; preparation of Council staff reports and coordination with designated City consultants for preparation of the layering analysis and feasibility study. We are currently under contract to provide Project Management services to carry out two rental projects. Our work includes the following: Serve as Project Liaison between the City and CHDO; monitor project progress, compliance documentation, escrow process, and attend meetings as necessary and conduct site visits, facilitate any amendments to the agreements with the City Attorney's office and the CHDO, coordinate and process payment requests for escrow.

➤ **City of Lynwood**

Erika Ramirez, Interim Director of Development Services

11330 Bullis Road, Lynwood, CA 90262 (310)603-0220, Ext. 268

Funding/Cost: HUD and HOME. Current FY15/16 contract = \$126,500

AVANT-GARDE has provided services to the City of Lynwood inclusive of Housing Consulting Services dating back to 2007. Scope of work included conducting a detailed analysis of the City's existing rehabilitation program. AVANT-GARDE provided ADHOC Committee presentations, closed session reports, and was the primary liaison between tenants, property owners, and the City. Furthermore, AVANT-GARDE was commissioned to provide the City with options for the expenditure and commitment of HOME funds. Services included review of the CAPER and Consolidated Plan, publishing of public notices, management of IDIS system, coordination with HUD, and affordability analysis of properties to be purchased. AVANT-GARDE offered the City a full range of services that resulted in the successful acquisition and conversion of multi-family housing at two sites to affordable housing. Later in 2008, AVANT-GARDE assisted with the expenditure of over \$3 million of HOME funds and over \$2.5 million in 20% set aside working with a CHDO for the successful acquisition of 3 properties. AVANT-GARDE also provided project management services which included: identifying HOME funds expenditure amounts and deadlines; identifying properties to acquire to spend the funds in a timely manner and rank those properties in terms of ease of acquisition. AVANT-GARDE provided an analysis of properties identified and provided reports to the City identifying a proposed schedule for acquisition and costs associated with purchase

of the property, i.e. City match funds, appraisals, rehab costs, surveying costs and environmental testing. AVANT-GARDE oversaw the acquisition of the properties from beginning to end and served as the City's liaison. We also facilitated the environmental planning for the properties, prepared the Environmental Assessment for compliance with NEPA, and was instrumental in preparing the City for the audit with HUD for the HOME program. The City received no findings under the HOME program audit as a result.

Currently, AVANT-GARDE is assisting with the implementation of the City's Community Development (Housing) services which includes the administration and implementation of the Housing Rehabilitation Program, implementation of a variety of housing related tasks, project management services as assigned by the Community Development Director, and support for miscellaneous Community Development activities. Tasks include: Ongoing Administration of HUD Program; Prepare Environmental Reviews (up to level of Environmental Assessment) for all activities; manage IDIS; prepare agreements, including sub-recipient agreements, MOUs and housing agreements; assist in department budget preparation; assist in the implementation of the Property Rehabilitation Programs; financial management responsibilities, including preparing draw requests; approving payment requests, monitoring CDBG/HOME expenditures; contract administration and monitoring of sub-recipients and housing projects; develop and maintain Policies and Procedures Manual as needed; prepare Annual CAPER, Action Plan, Consolidated Plan and all related HUD reports, forms and documents; and responding to public inquiries regarding HUD programs.

➤ **City of Pasadena**

Julie Gutierrez, Assistant City Manager

100 N. Garfield, Pasadena, CA 91101 (626) 744-4222)

Funding/Cost: Housing Department Budget. FY 07-10 total = \$255,020

AVANT-GARDE was retained by the City of Pasadena to provide a variety of consulting services including program management services in the City Manager's Office and Housing and Funding Management Services in the City's Housing Department. We

provided Interim Housing Manager Services to the City of Pasadena and provided fund management services including programs such as CDBG, HOME, and ESG. The scope of work for fund management services included coordination with City Staff to review HUD funded program documents, funding status, action plans and proposed projects in addition to programming and reporting in the City’s IDIS system.

➤ **City of Perris**

Richard Belmudez, City Manager

101 N. D Street, Perris, CA 92570 (951)943-6100

Funding/Cost: Economic Development funds. FY 2007 total = \$50,440

In 2007, AVANT-GARDE was retained by the City of Perris to establish a program to include development of detailed guidelines and procedures for the City’s Housing Rehabilitation program including criteria for eligibility and process for qualifications. AVANT-GARDE also assisted the City in implementing the program and trained in-house staff until the City was able to hire staff permanently to manage the day-to-day activities. AVANT-GARDE currently provides the City with fund management/grant writing services.

Key Staff

	Housing Program Assignments	Non-Housing Program Assignments	Availability as of 5/19/2016
Lisette Calleros	25%	55%	20%
Ana Marie LeNoue	30%	40%	30%
Ralph Castaneda	80%		20%
Simona Ramirez	30%	40%	30%
Maria Lennox	20%		80%
Megan LeNoue	10%	60%	30%

Lissette Calleros

Principal / Program Manager

Years of Experience:

14+ years

Education:

B.S. Business
Management,
California State
Polytechnic University
Pomona

A.A. General Studies,
Mount San Antonio
College

Professional Affiliations:

National Women Political
Caucus - LA Metro
National Association of
Professional Women

Ms. Calleros has 14 years of experience in Program Management and has been with AVANT-GARDE since 2006. As a Program Manager, Ms. Calleros will oversee all assigned staff and ensure successful administration of the Program. Ms. Calleros's expertise is in administering federal and state funded projects, program development, compliance management and records management. She provides funding administration to ensure cities develop their projects in accordance with policy and procedural requirements, assists in determining eligible projects for various funding sources, and manages development and capital improvement programs/projects from conception to completion. She has experience in identifying federal and state fund allocation balances, programming funds, and administers long-and-short range programs consistent with the economic capabilities of the City.

RELEVANT EXPERIENCE

Ms. Calleros and her team have extensive experience in grant writing, project monitoring, labor compliance and funding administration services to ensure that the funding secured is spent per the requirements of the funding agency and within the required timelines. She also has experience in strategic budget planning specifically with Capital Improvement Programs.

Ms. Calleros has assisted various agencies in performing a variety of analyses and studies to identify State and Federal funding options; performed time-critical and confidential studies related to fiscal and administrative requirements of grant programs; assisted in the grants solicitation process; planned and coordinated the implementation of awarded grants to ensure that the City was in compliance with applicable laws and regulations, and monitored and audited grant expenses.

Ms. Calleros also has experience in public relations coordination, community outreach efforts, community relations and focus group moderation in both English and Spanish. Ms. Calleros has worked with several municipalities under contract to assist with managing and monitoring the cities' CDBG, HOME and ESG programs. This includes reviewing expenditure reports and commitment reports for

programmed activities. She has conducted reviews of CAPER's as well as Consolidated Plans and assisted with the public hearing process for amendments. She serves as project liaison with HUD regarding HOME program and CDBG activities. She has provided oversight for development of sub-recipient agreements as well as monitoring for Community Housing Development Organizations (CHDO) qualifications. Relevant City Experience includes: Moreno Valley, Montebello, Lynwood, Temple City, Bell Gardens, La Mirada, Perris and Pasadena.

Ana Marie LeNoue

Principal / Program Manager

Years of Experience:
25+ years

Education:
B.S. Business
Management,
University of Phoenix

Ms. LeNoue has 25 years of experience in municipal services and has been with AVANT-GARDE since 2006. She is the President and C.E.O. of AVANT-GARDE. As it pertains to this proposal, Ms. LeNoue will oversee the CDBG public service agency program, identify and implement appropriate outreach efforts for the various elements of the Housing Program and assist with the development of administrative deliverables such as the program evaluation report, required staff and agenda reports, reports for the annual action plan and CAPER, as well as other duties as assigned.

Ms. LeNoue established the company's foundation in municipal services based on her extensive program management experience that includes 17 years as a municipal employee managing various capital projects and programs. She presently directs the company's Community Outreach program, Grants program, and CDBG Sub-Recipient services. Ms. LeNoue is a versatile, dynamic, results-oriented leader with a strong track record of performance in high-paced and uniquely challenging organizations. She utilizes keen analysis, insights and team approach to drive organizational improvements and implementation of sound practices. Ms. LeNoue has superior interpersonal skills, capable of resolving multiple and complex issues and motivating staff to peak performance. She has an excellent understanding of the political culture and extensive administrative, operational, fiscal and program management experience.

RELEVANT EXPERIENCE

City of Montebello

Currently a member of the CDBG Management Team responsible for the Public Services portion of the program inclusive of managing the sub-recipients for the current fiscal year. Also assisting the City to reach HUD compliance with the previous program fiscal years of 2010/2011, 2011/2012, and 2012/2013 and establishing processes in adherence to HUD program guidelines for FY 2014/2015. Assists in the Program marketing and facilitating presentations for various portions of the program including the Housing Rehabilitation Program.

Ralph Castaneda

Program Manager (Castaneda & Associates)

Years of Experience:
10+ years

Education:
M.A. Regional Planning,
University of California,
Berkeley, CA

B.A. Political Science,
California State University,
Fullerton, CA

Mr. Castaneda has extensive experience in planning projects including Consolidated Plans, Annual Action Plans, Analysis of Impediments to Fair Housing Choice, Consolidated Annual performance and Evaluation Reports (CAPERs), Housing Elements, Housing Needs Assessment, First-Time Homebuyer Policies, Guidelines and Procedures. He has recently worked on Housing Elements for the cities of Calexico, Brawley, Beaumont, Hawaiian Gardens, Norwalk, Signal Hill and Rancho Palos Verdes. All have been approved by the State Department of Housing and Community Development (HCD). Mr. Castaneda will be part of the AVANT-GARDE team to assist with preparation of the required plans when necessary.

He recently completed the Analysis of Impediments to Fair Housing Choice for the cities of Chino Hills, El Centro, Hemet, Lynwood, Moreno Valley, Palm Desert, Riverside and West Covina. He also handled all aspects of the acquisition/rehabilitation of a 10-unit apartment complex in Buena Park and completed a housing market study for a 37-unit tax credit project located in the City of Avalon.

RELEVANT EXPERIENCE

2015-2020 Consolidated Plans/Annual Action Plans

- City of Chino, City of Lynwood, City of West Covina

2010-2015 Consolidated Plans/Annual Action Plans

- City of Chino, City of Indio, City of Lynwood, City of Norwalk, City of West Covina

City of Monterey Park

- 2010-2015 Consolidated Plan
- 2005-2010 Consolidated Plan
- 2008 North Chandler Avenue Precise Plan
- John & Mary's Place (6-room group home)
- 2006-2007 Housing Programs Plan

John & Mary's Place, a group home for profoundly developmentally disabled adults, received City funding from

CDBG, HOME, and the Redevelopment Agency's 20% set-aside. Mr. Castaneda was a consultant to MERCI, the project sponsor, and helped MERCI to meet all HUD, City and funding regulations.

The purpose of the Housing Programs Plan was to identify ways to increase participation in HOME-funded affordable housing activities. The Housing Programs Plan described the current programs, barriers to program utilization, alternatives and recommendations in regard to:

- 1st Time Homebuyer Program
- Homeowner Rehabilitation Program
- Rental Housing Rehabilitation
- Special Needs Housing Assistance

Simona Ramirez
Program Manager

Years of Experience:

8+ years

Education:

M.A. Political Science,
California State University,
Los Angeles, CA 2011

B.A. Political Science,
California State University,
Los Angeles, CA 2010

A.A. East Los Angeles
College, Monterey Park,
CA 2008

Ms. Ramirez has eight years of experience in Program Management and has been with AVANT-GARDE since 2014. Ms. Ramirez’s expertise is in program development, administration, grant writing, and community outreach. An effective communicator, Ms. Ramirez’s multi-faceted skill set allows her to understand the needs of diverse audiences and provide them with practical solutions to problems. Ms. Ramirez has experience working with governmental agencies including local municipal government, Department of Motor Vehicles and the Employment Development Department. Ms. Ramirez has valuable knowledge of both state and federal regulations, making her capable to perform administrative and managerial duties as a program manager.

With regard to this proposal, Ms. Ramirez will assist with the program evaluation report; provide technical assistance to amend the Consolidated Plan, Action Plan, Citizen and Participation Plan; assist in updating processes and procedures; evaluate affordable housing projects; and assist with HOME program implementation.

RELEVANT EXPERIENCE

City of Lynwood

Ms. Ramirez oversees the CalHome First Time Homebuyer Program and the CalHome Owner-Occupied Housing Rehabilitation Program in the City of Lynwood, where she provides program management and administration services. Ms. Ramirez helped develop the marketing material and was responsible for identifying qualified vendors for the Program’s non-construction services. Ms. Ramirez is charged with promoting the program by developing community outreach strategies that target eligible residents who can participate in the Program. Furthermore, she supports the Program’s Housing Specialist with loan processing and provides quarterly reports to the State Department of Housing and Community Development to track the Program’s progress and use of funds.

City of Montebello

Currently a member of the CDBG Management Team, Ms. Ramirez supports the Public Services portion of the program inclusive of managing the sub-recipients for the current fiscal year. Assists in

Program marketing and facilitating presentations for various portions of the program including Housing Rehabilitation. Additional services include: Grant Seeking, Grant Writing, and Community Outreach

City of Bell Gardens

Currently supports State and Federal compliance activities including program reporting for Safe Routes to School programming and METRO Call for Projects activities.

California State Assembly Member Anthony Rendon

Field Representative

Prior to joining AVANT-GARDE, Ms. Ramirez acted as the community representative for the Member by developing and nurturing relationships with key stakeholders, community leaders, non-profits and community groups in the District. She worked in partnership with cities or independently on organizing informational events in the District; managed constituent casework; drafted correspondence in response to constituent inquiries; edited, translated, reviewed and disseminated press releases on Member's bills' status and legislative accomplishments; kept the Member informed of city activities and projects; attended and spoke at weekly city events and meetings on behalf of the Member; provided legislative updates, presentations on state government and information on government services on behalf of the Member.

Maria Lennox
Housing Specialist

Years of Experience:
29+ years

With over 29 years of experience working with municipalities and private agencies to meet their housing goals, Ms. Lennox serves as a Housing Specialist for AVANT-GARDE. Maria has assisted in marketing and implementing rehabilitation loan programs, assured compliance with federal and local guidelines, and helped train personnel to become effective housing counsellors.

RELEVANT EXPERIENCE

As an expert in housing rehabilitation, Ms. Lennox duties have included:

- Providing loan underwriting services to the Community Development Commission (CDC) and the Los Angeles Housing Department (LAHD) for the CDBG and HOME deferred and low-interest loans and Single Family Residence (SFR) programs.
- Designing loan documentation to comply with HUD and local guidelines.
- Managing rehabilitation projects including prevailing wage compliance.
- Negotiating construction contracts.

Client agencies include: City of Montebello, City of Lynwood, Los Angeles Housing Department (LAHD), and Community Development Commission (CDC).

Megan LeNoue
Program Assistant

Years of Experience:
2+ years

Education:
B.A. in Anthropology,
Saint Mary's College of
California, Moraga, CA
2013

Ms. LeNoue has two years of experience in administrative and municipal program services and contract administration and has been with AVANT-GARDE since 2013. Her overall experience includes labor compliance monitoring, project management and analysis, funding administration, grant writing, and construction management assistance. Ms. LeNoue has assisted in completing tasks related to both Community Development Block Grant (CDBG) and HOME funded housing rehabilitation programs. Her role on this project will include proper maintenance of the program files and assisting the Program Managers on an as needed support basis.

RELEVANT EXPERIENCE

CDBG/HOME Rehabilitation, City of Montebello

Provides assistance in the preparation and administration of the CHDO program. Administratively assisting with relocation processing, advertisement of available properties, agreement composition, and application eligibility.

City of Moreno Valley- HOME funded rental project

In accordance with the CHDO qualification criteria set by HUD, she assisted in reviewing the documentation submitted by the CHDO to determine that it satisfactorily met the requirements. This includes coordination with the CHDO to collect pertinent documents and prepare City Council report and resolution for adoption.

SECTION 4. APPROACH TO REQUESTED SERVICES

It is our understanding that the City of Bellflower is seeking a highly qualified consultant to provide technical assistance and administrative services for the City's housing programs. Pursuant to the Request for Proposals, AVANT-GARDE is committed to providing the scope of services outlined in the RFP which includes but is not limited to the following:

1. Program Evaluation Report: Consultant will provide City staff with a comprehensive evaluation report on the City's compliance with the HUD regulations. The report will include the current status of all City programs, any lapses in Program implementation, as well as recommendations for ensuring compliance with all HUD requirements. The report will be presented to staff within ninety (90) days after the commencement of the Agreement.
2. Technical assistance to amend the Consolidated Plan, Action Plan, Citizen Participation Plan and/or getting HUD approvals.
3. Technical assistance in the review of private-public partnerships, site and neighborhood standards, income determinations, and similar program criteria.
4. Technical assistance with updating the Bellflower Housing and Grants Manual as needed.
5. Determining eligible and ineligible CDBG and HOME activities such as eligible project cost, eligible administrative and planning cost, and similar program criteria.
6. Provide technical assistance in evaluating affordable housing projects, including maximum subsidy per unit, underwriting requirements, and subsidy layering.
7. Technical assistance on other federal requirements including: affirmative marketing, minority outreach, environment review, displacement, relocation, acquisition, opportunity, disclosure requirements, debarred, suspended, or ineligible contractors, and drug-free work place.
8. Program Administration: HOME Agreement, Program Integrated Disbursement Information System (IDIS), Program Income, inspections, audit, close-out, record-keeping, and performance reports.
9. Prepare all required HUD reports such as the Annual Action Plan and the Consolidated Annual Performance Evaluation Report (CAPER).
10. Attend necessary City Council and/or Public Hearings and respond to HUD follow-up questions needed to receive the necessary HUD approvals.
11. Update and maintain the City's project and activity information provided to HUD's mainframe IDIS system.

12. Train City Staff on IDIS and HUD regulations and requirements.
13. Gather available and necessary documents for HUD audits, act as a liaison between HUD and the City, and prepare the follow-up correspondence.
14. Technical expertise in responding to any HUD audit findings and/or concerns, take corrective actions, answer questions, and follow up with any other information as requested and/or needed.
15. Provide a high standard of care and support to internal customers (such as City elected officials and City staff) and external customers (such as residents, business owners, contractors, developers and staff from municipal, state, and federal agencies). In order to effectively provide this support, it is required that the selected Proposer hold a minimum of 6 office hours per week at City Hall.
16. In conjunction with City Staff, review and analyze Public Service Agency (PSA) applications received for each pending Program year, make CDBG funding recommendations to staff and the Parks and Recreation Commission. Provide a funding recommendation presentation to Parks and Recreation Commission.
17. Performance audits of the funded Public Service Agencies (PSAs) for federal regulatory compliance. Prepare correspondence and provide technical assistance to PSAs.
18. Day-to-day administration, consultation, and coordination with HUD, advise staff of federal and state program compliance issues, prepare amendments to the Consolidated Plan, recommend approval of HUD allowed expenditures, recommended updates for the Home Improvement Program, First-Time Home Buyers Program and other Program brochures, forms, and other reference material.
19. Knowledge of successor housing agency regulations and legislation, as well as annual reporting requirements, and the preparation of the housing successor annual report.
20. Assist with successor housing agency project and programs including but not limited to homeless prevention and rapid rehousing programs, compliance with state requirements, and perform any other related duties.

AVANT-GARDE has had the privilege of working for municipalities for over ten years. During this time, our Team has worked closely with City staff in a variety of capacities providing State and federal funding compliance services on housing projects and programs and public works capital projects including community outreach, assisting in the preparation of grant applications, assisting with the preparation of fiscal budgets, and assisting with the HOME and CDBG administration. Our familiarity and experience with the municipal government establishes our solid working knowledge of the

community, processes and institutions which make us uniquely qualified to assist the City and serve the community. Our Team has been extremely successful in helping cities effectively and efficiently run programs. We work diligently to identify the strengths and weaknesses in currently established programs.

Value added service

The most immediate value that we will add to the City of Bellflower is the exponential extension of AVANT-GARDE staff. It is our preferred style to become an extension of the City by combining resources and providing the added ability to take on projects from beginning analysis and strategic planning through implementation. We can call upon the skills of the professionals in our organization to fill in where the City may not have available staff or expertise. While the City staff is engaged in day-to-day operations, our staff has the capacity to evaluate and manage development projects on behalf of the City. Additionally, we share our insights and professional expertise, as well as best practices which we have applied successfully, with staff in the manner of in-house training. We will also document all activities undertaken in each project assigned and convert this information into a procedural manual which the staff may access and apply to future projects.

1. Program Methodology & Management

The success of projects often depends on the strength of the collaboration between City staff and the consultant. To this end, we would initiate this program with a thorough review of the proposal and a discussion of how well it meets the stated goals and objectives of the City. Any gaps, omissions or additional requirements are determined and discussed for possible inclusion in the services to be provided. This initial review is followed by a detailed summary of the methodology, product deliverables and a timeline with benchmarks clearly identified. This document would be approved by the authorized City staff and then becomes the guiding document. Any changes to this original document and timeline are quickly reduced to writing and approved by both the client and our firm. The purpose is to ensure that we are always

moving toward the common and agreed upon goal and that the progress is consistent with the needs of the City.

In order for the process and the program to proceed according to the needs of the City of Bellflower, it is critical that certain exchanges and procedures occur between staff and consultant. We want to ensure that the staff is fully informed of all tasks undertaken and the results and findings we develop. We want to be available and fully prepared to discuss the program and to collaborate when a change in course may be advisable. Most importantly, we want the City to receive services and product deliverables that are founded on good planning and economic development principles and in a format that is easy to use, apply and update as conditions may change.

In summary, our approach to program management is to agree on the goals and objectives to be achieved at the inception of the project. The process and product deliverables are reduced to writing so that both the City and our firm have a clear understanding of the project parameters and the method by which success is to be achieved. We prepare a timeline that is updated regularly to ensure that the project remains on track and/or that required extensions are known in advance and agreed upon by City staff. We maintain regular and consistent communication with scheduled meetings to update City staff on the status of the various project tasks and to share findings and results. These basic principles have served our firm well and significantly contributed to the success we have experienced with all of our past assignments.

Stakeholders and Community Outreach: AVANT-GARDE is committed to clear communication, inclusive of internal and external office coordination, coordination with assisting or collaborative consultants, and identified stakeholders. AVANT-GARDE can assist the City in developing communication messages and organizing and managing events and meetings intended to draw attention to the City's programs funded with CDBG and HOME funds.

2. Client Satisfaction

AVANT-GARDE requires that adequate quality assurance/quality control (QA/QC) be implemented on each project. The Project Manager provides the leadership and guidance to obtain the end results for all services provided by the company. Generally, a project management plan is prepared. The project management plan defines specific project deliverables, implementation criteria, staff and resource loading, work task schedule with project milestones, and project responsibilities. The project management plan and the QA/QC plan are complimentary, and are mutually incorporative. Daily contact by the Project Manager with each on-going activity provides support and guidance, maintains focus and momentum, and monitors the quality of work. Regularly scheduled project staff meetings for reviewing and general work status, reviewing technical elements of the project, coordinating and interfacing of activities, reviewing costs, and discussing upcoming activities and responsibilities are all standard procedures of our quality assurance to each and every project.

AVANT-GARDE is committed to excellence and stands behind our reputation to provide only the highest level of products and services in an effort to enhance the quality of life for the communities we serve. Whether working on a specific project or a long-term program, our clients will always receive our blend of expertise to ensure every one of their goals are met.

3. City Staff Requirements

Our goal is to collaborate with staff and to do this we, the consultants, need an agreed upon project approach, timeline and list of product deliverables. This activity and the written results are critical to the process and the expected outcome of the program.

Regular Communication: The basic elements of this collaboration include regular and consistent communication with the City's staff. We would ask that a regular meeting date and time be established as a means by which to ensure that the program is proceeding according to plan and to advise staff of any recommended changes in direction and/or unexpected delays. **City Staff Review & Comment:** The review and comment by City Staff, with respect to reports and/or other documents, is a critical

element to the successful completion of each project and to maintaining the project timeline. **Data Sharing:** We would request that City staff provide relevant reports, demographic data and any other information that would assist us in completing projects on behalf of the City. All data and information that may impact the various projects and/or tasks assigned are requested so as to understand where gaps may exist and where new data may need to be developed.

SECTION 5. CITY PROVIDED SUPPORT

As mentioned in the City Staff Requirements section on Page 23, maximizing program objectives will be secured with our successful collaboration between the City staff and the AVANT-GARDE team. To that end, AVANT-GARDE requests regular communication with staff to receive feedback and affirm service expectations; access to program files, reports, and previous audits/findings; access to relevant data including conversations with the City's leadership team regarding historical precedent and current community sentiment.

SECTION 6. ADMINISTRATIVE REQUIREMENTS

AVANT-GARDE's proposal shall remain valid for a period of not less than ninety (90) days from the date of submittal.

SECTION 7. COST PROPOSAL

AVANT-GARDE is proposing the following hourly rates:

Program Manager	\$110
Program Coordinator	\$85
Housing Rehab Specialist	\$65
Program Assistant	\$65

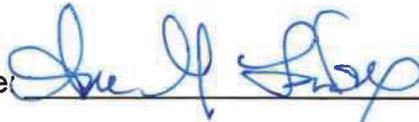
CITY OF BELLFLOWER
REQUEST FOR PROPOSALS - APPENDIX A

COST PROPOSAL FORM FOR HOUSING CONSULTANT SERVICES

Proposal is based on a one (1) year Agreement with an option to extend up to an additional two (2) years. The annual cost to the City will not exceed \$75,000 in total billed hours.

Personnel	Hourly Rate
PROGRAM MANAGER	\$ 110
PROGRAM COORDINATOR	\$ 85
HOUSING REHAB SPECIALIST	\$ 65
PROGRAM ASSISTANT	\$ 65

Authorized Signature: _____



Type Name: _____

ANA MARIE LENOUÉ

Title: _____

PRESIDENT

Date: _____

5/19/2016

SECTION 8. REFERENCES

Marshall Eyerman, Financial Services Manager

City of Moreno Valley, 14177 Frederick Street, Moreno Valley, CA 92553 (951)413-3519

Francesca Schuyler, City Manager

City of Montebello, 1600 W. Beverly Blvd., Montebello CA 90640 (323) 887-1367

Erika Ramirez, Interim Director of Development Services

City of Lynwood, 11330 Bullis Road, Lynwood, CA 90262 (310)603-0220, Ext. 268

Julie Gutierrez, Assistant City Manager

City of Pasadena, 100 N. Garfield, Pasadena, CA 91101 (626) 744-4222

Richard Belmudez, City Manager

City of Perris, 101 N. D Street, Perris, CA 92570 (951)943-6100