



1 Contractor shall certify on the invoices that Contractor has performed the services  
2 in full conformance with this Agreement and is entitled to receive payment. Each  
3 invoice shall be accompanied by a progress report indicating the progress to date  
4 of services performed and covered by the invoice, including a brief statement of any  
5 Project problems and potential causes of delay in performance, and listing those  
6 services that are projected for performance by Contractor during the next invoice  
7 cycle. Where billing is done and payment is made on an hourly basis, the parties  
8 acknowledge that this arrangement is either customary practice for Contractor's  
9 profession, industry or business, or is necessary to satisfy audit and legal  
10 requirements which may arise due to the fact that City is a municipality.

11 C. Contractor represents that Contractor has obtained all  
12 necessary information on conditions and circumstances that may affect its  
13 performance and has conducted site visits, if necessary.

14 D. By executing this Agreement, Contractor warrants that  
15 Contractor (a) has thoroughly investigated and considered the scope of services to  
16 be performed, (b) has carefully considered how the services should be performed,  
17 and (c) fully understands the facilities, difficulties and restrictions attending  
18 performance of the services under this Agreement. If the services involve work upon  
19 any site, Contractor warrants that Contractor has or will investigate the site and is  
20 or will be fully acquainted with the conditions there existing, prior to commencement  
21 of services set forth in this Agreement. Should Contractor discover any latent or  
22 unknown conditions that will materially affect the performance of the services set  
23 forth in this Agreement, Contractor must immediately inform the City of that fact and  
24 may not proceed except at Contractor's risk until written instructions are received  
25 from the City.

26 E. Contractor must adopt reasonable methods during the life of  
27 the Agreement to furnish continuous protection to the work, and the equipment,  
28 materials, papers, documents, plans, studies and other components to prevent

1 losses or damages, and will be responsible for all damages, to persons or property,  
2 until acceptance of the work by the City, except those losses or damages as may  
3 be caused by the City's own negligence.

4 F. CAUTION: Contractor shall not begin work until this  
5 Agreement has been signed by both parties and until Contractor's evidence of  
6 insurance has been delivered to and approved by City.

7 2. TERM. The term of this Agreement shall commence at midnight on  
8 October 1, 2017, and shall terminate at 11:59 p.m. on September 30, 2019, unless sooner  
9 terminated as provided in this Agreement, or unless the services or the Project is  
10 completed sooner. The parties may renew this Agreement for an additional one (1) year  
11 period.

12 3. COORDINATION AND ORGANIZATION.

13 A. Contractor shall coordinate its performance with City's  
14 representative, if any, named in Exhibit "C", attached to this Agreement and  
15 incorporated by this reference. Contractor shall advise and inform City's  
16 representative of the work in progress on the Project in sufficient detail so as to  
17 assist City's representative in making presentations and in holding meetings on the  
18 Project. City shall furnish to Contractor information or materials, if any, described in  
19 Exhibit "D", attached to this Agreement and incorporated by this reference, and shall  
20 perform any other tasks described in the Exhibit.

21 B. The parties acknowledge that a substantial inducement to City  
22 for entering this Agreement was and is the reputation and skill of Contractor's key  
23 employee, Christina Falcone. City shall have the right to approve any person  
24 proposed by Contractor to replace that key employee.

25 4. INDEPENDENT CONTRACTOR. In performing its services,  
26 Contractor is and shall act as an independent contractor and not an employee,  
27 representative or agent of City. Contractor shall have control of Contractor's work and the  
28 manner in which it is performed. Contractor shall be free to contract for similar services to

1 be performed for others during this Agreement; provided, however, that Contractor acts in  
2 accordance with Section 9 and Section 11 of this Agreement. Contractor acknowledges  
3 and agrees that (a) City will not withhold taxes of any kind from Contractor's compensation;  
4 (b) City will not secure workers' compensation or pay unemployment insurance to, for or  
5 on Contractor's behalf; and (c) City will not provide and Contractor is not entitled to any of  
6 the usual and customary rights, benefits or privileges of City employees. Contractor  
7 expressly warrants that neither Contractor nor any of Contractor's employees or agents  
8 shall represent themselves to be employees or agents of City.

9 5. INSURANCE.

10 A. As a condition precedent to the effectiveness of this  
11 Agreement, Contractor shall procure and maintain, at Contractor's expense for the  
12 duration of this Agreement, from insurance companies that are admitted to write  
13 insurance in California and have ratings of or equivalent to A:V by A.M. Best  
14 Company or from authorized non-admitted insurance companies subject to Section  
15 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII  
16 by A.M. Best Company, the following insurance:

17 (a) Commercial general liability insurance (equivalent in scope to  
18 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than  
19 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This  
20 coverage shall include but not be limited to broad form contractual liability,  
21 cross liability, independent contractors liability, and products and completed  
22 operations liability. City, its boards and commissions, and their officials,  
23 employees and agents shall be named as additional insureds by  
24 endorsement (on City's endorsement form or on an endorsement equivalent  
25 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance  
26 shall contain no special limitations on the scope of protection given to City,  
27 its boards and commissions, and their officials, employees and agents. This  
28 policy shall be endorsed to state that the insurer waives its right of

1 subrogation against City, its boards and commissions, and their officials,  
2 employees and agents.

3 (b) Workers' Compensation insurance as required by the California  
4 Labor Code and employer's liability insurance in an amount not less than  
5 \$1,000,000. This policy shall be endorsed to state that the insurer waives  
6 its right of subrogation against City, its boards and commissions, and their  
7 officials, employees and agents.

8 (c) Professional liability or errors and omissions insurance in an  
9 amount not less than \$1,000,000 per claim.

10 (d) Commercial automobile liability insurance (equivalent in scope  
11 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an  
12 amount not less than \$500,000 combined single limit per accident.

13 B. Any self-insurance program, self-insured retention, or  
14 deductible must be separately approved in writing by City's Risk Manager or  
15 designee and shall protect City, its officials, employees and agents in the same  
16 manner and to the same extent as they would have been protected had the policy  
17 or policies not contained retention or deductible provisions.

18 C. Each insurance policy shall be endorsed to state that coverage  
19 shall not be reduced, non-renewed or canceled except after thirty (30) days prior  
20 written notice to City, shall be primary and not contributing to any other insurance  
21 or self-insurance maintained by City, and shall be endorsed to state that coverage  
22 maintained by City shall be excess to and shall not contribute to insurance or self-  
23 insurance maintained by Contractor. Contractor shall notify City in writing within five  
24 (5) days after any insurance has been voided by the insurer or cancelled by the  
25 insured.

26 D. If this coverage is written on a "claims made" basis, it must  
27 provide for an extended reporting period of not less than one hundred eighty (180)  
28 days, commencing on the date this Agreement expires or is terminated, unless

1 Contractor guarantees that Contractor will provide to City evidence of uninterrupted,  
2 continuing coverage for a period of not less than three (3) years, commencing on  
3 the date this Agreement expires or is terminated.

4 E. Contractor shall require that all sub-contractors or contractors  
5 that Contractor uses in the performance of these services maintain insurance in  
6 compliance with this Section unless otherwise agreed in writing by City's Risk  
7 Manager or designee.

8 F. Prior to the start of performance, Contractor shall deliver to City  
9 certificates of insurance and the endorsements for approval as to sufficiency and  
10 form. In addition, Contractor shall, within thirty (30) days prior to expiration of the  
11 insurance, furnish to City certificates of insurance and endorsements evidencing  
12 renewal of the insurance. City reserves the right to require complete certified copies  
13 of all policies of Contractor and Contractor's sub-Contractors and contractors, at any  
14 time. Contractor shall make available to City's Risk Manager or designee all books,  
15 records and other information relating to this insurance, during normal business  
16 hours.

17 G. Any modification or waiver of these insurance requirements  
18 shall only be made with the approval of City's Risk Manager or designee. Not more  
19 frequently than once a year, City's Risk Manager or designee may require that  
20 Contractor, Contractor's sub-Contractors and contractors change the amount,  
21 scope or types of coverages required in this Section if, in his or her sole opinion, the  
22 amount, scope or types of coverages are not adequate.

23 H. The procuring or existence of insurance shall not be construed  
24 or deemed as a limitation on liability relating to Contractor's performance or as full  
25 performance of or compliance with the indemnification provisions of this Agreement.

26 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement  
27 contemplates the personal services of Contractor and Contractor's employees, and the  
28 parties acknowledge that a substantial inducement to City for entering this Agreement was

1 and is the professional reputation and competence of Contractor and Contractor's  
2 employees. Contractor shall not assign its rights or delegate its duties under this  
3 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval  
4 of City, except that Contractor may with the prior approval of the City Manager of City,  
5 assign any moneys due or to become due Contractor under this Agreement. Any  
6 attempted assignment or delegation shall be void, and any assignee or delegate shall  
7 acquire no right or interest by reason of an attempted assignment or delegation.  
8 Furthermore, Contractor shall not subcontract any portion of its performance without the  
9 prior approval of the City Manager or designee, or substitute an approved sub-Contractor  
10 or contractor without approval prior to the substitution. Nothing stated in this Section shall  
11 prevent Contractor from employing as many employees as Contractor deems necessary  
12 for performance of this Agreement.

13 7. CONFLICT OF INTEREST. Contractor, by executing this Agreement,  
14 certifies that, at the time Contractor executes this Agreement and for its duration,  
15 Contractor does not and will not perform services for any other client which would create a  
16 conflict, whether monetary or otherwise, as between the interests of City and the interests  
17 of that other client. And, Contractor shall obtain similar certifications from Contractor's  
18 employees, sub-Contractors and contractors.

19 8. MATERIALS. Contractor shall furnish all labor and supervision,  
20 supplies, materials, tools, machinery, equipment, appliances, transportation and services  
21 necessary to or used in the performance of Contractor's obligations under this Agreement,  
22 except as stated in Exhibit "D".

23 9. OWNERSHIP OF DATA. All materials, information and data  
24 prepared, developed or assembled by Contractor or furnished to Contractor in connection  
25 with this Agreement, including but not limited to documents, estimates, calculations,  
26 studies, maps, graphs, charts, computer disks, computer source documentation, samples,  
27 models, reports, summaries, drawings, designs, notes, plans, information, material and  
28 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,

1 and City shall have the unrestricted right to use and disclose the Data in any manner and  
2 for any purpose without payment of further compensation to Contractor. Copies of Data  
3 may be retained by Contractor but Contractor warrants that Data shall not be made  
4 available to any person or entity for use without the prior approval of City. This warranty  
5 shall survive termination of this Agreement for five (5) years.

6           10. TERMINATION. Either party shall have the right to terminate this  
7 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days  
8 prior notice to the other party. In the event of termination under this Section, City shall pay  
9 Contractor for services satisfactorily performed and costs incurred up to the effective date  
10 of termination for which Contractor has not been previously paid. The procedures for  
11 payment in Section 1.B. with regard to invoices shall apply. On the effective date of  
12 termination, Contractor shall deliver to City all Data developed or accumulated in the  
13 performance of this Agreement, whether in draft or final form, or in process. And,  
14 Contractor acknowledges and agrees that City's obligation to make final payment is  
15 conditioned on Contractor's delivery of the Data to City.

16           11. CONFIDENTIALITY. Contractor shall keep all Data confidential and  
17 shall not disclose the Data or use the Data directly or indirectly, other than in the course of  
18 performing its services, during the term of this Agreement and for five (5) years following  
19 expiration or termination of this Agreement. In addition, Contractor shall keep confidential  
20 all information, whether written, oral or visual, obtained by any means whatsoever in the  
21 course of performing its services for the same period of time. Contractor shall not disclose  
22 any or all of the Data to any third party, or use it for Contractor's own benefit or the benefit  
23 of others except for the purpose of this Agreement.

24           12. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a  
25 breach of confidentiality with respect to Data that: (a) Contractor demonstrates Contractor  
26 knew prior to the time City disclosed it; or (b) is or becomes publicly available without  
27 breach of this Agreement by Contractor; or (c) a third party who has a right to disclose does  
28 so to Contractor without restrictions on further disclosure; or (d) must be disclosed pursuant



1 to subpoena or court order.

2           13.    ADDITIONAL SERVICES. The City has the right at any time during  
3 the performance of the services, without invalidating this Agreement, to order extra work  
4 beyond that specified in the RFP or make changes by altering, adding to or deducting from  
5 the work. No extra work may be undertaken unless a written order is first given by the City,  
6 incorporating any adjustment in the Agreement Sum, or the time to perform this Agreement.  
7 Any increase in compensation of ten percent (10%) or less of the Agreement Sum, or in  
8 the time to perform of One Hundred Eighty (180) days or less, may be approved by the  
9 City Representative. Any greater increases, taken either separately or cumulatively, must  
10 be approved by the City Council. It is expressly understood by Contractor that the  
11 provisions of this paragraph do not apply to services specifically set forth in the RFP or  
12 reasonably contemplated in the RFP. Contractor acknowledges that it accepts the risk that  
13 the services to be provided pursuant to the RFP may be more costly or time consuming  
14 than Contractor anticipates and that Contractor will not be entitled to additional  
15 compensation for the services set forth in the RFP.

16           14.    RETENTION OF FUNDS. Contractor authorizes the City to deduct  
17 from any amount payable to Contractor (whether or not arising out of this Agreement) any  
18 amounts the payment of which may be in dispute or that are necessary to compensate the  
19 City for any losses, costs, liabilities or damages suffered by the City, and all amounts for  
20 which the City may be liable to third parties, by reason of Contractor's acts or omissions in  
21 performing or failing to perform Contractor's obligations under this Agreement. In the event  
22 that any claim is made by a third party, the amount or validity of which is disputed by  
23 Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, the  
24 City may withhold from any payment due, without liability for interest because of the  
25 withholding, an amount sufficient to cover the claim. The failure of the City to exercise the  
26 right to deduct or to withhold will not, however, affect the obligations of Contractor to insure,  
27 indemnify and protect the City as elsewhere provided in this Agreement.

28           15.    AMENDMENT. This Agreement, including all Exhibits, shall not be

1 amended, nor any provision or breach waived, except in writing signed by the parties which  
2 expressly refers to this Agreement.

3           16.    LAW. This Agreement shall be construed in accordance with the laws  
4 of the State of California, and the venue for any legal actions brought by any party with  
5 respect to this Agreement shall be the County of Los Angeles, State of California for state  
6 actions and the Central District of California for any federal actions. Contractor shall cause  
7 all work performed in connection with construction of the Project to be performed in  
8 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,  
9 county or municipal governments or agencies (including, without limitation, all applicable  
10 federal and state labor standards, including the prevailing wage provisions of sections 1770  
11 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire  
12 marshal, health officer, building inspector, or other officer of every governmental agency  
13 now having or hereafter acquiring jurisdiction. If any part of this Agreement is found to be  
14 in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in  
15 conflict with any applicable laws, but the remainder of the Agreement will remain in full  
16 force and effect.

17           17.    PREVAILING WAGES.

18           A.    Contractor agrees that all public work (as defined in California  
19 Labor Code section 1720) performed pursuant to this Agreement (the "Public  
20 Work"), if any, shall comply with the requirements of California Labor Code sections  
21 1770 *et seq.* City makes no representation or statement that the Project, or any  
22 portion thereof, is or is not a "public work" as defined in California Labor Code  
23 section 1720.

24           B.    In all bid specifications, contracts and subcontracts for any  
25 such Public Work, Contractor shall obtain the general prevailing rate of per diem  
26 wages and the general prevailing rate for holiday and overtime work in this locality  
27 for each craft, classification or type of worker needed to perform the Public Work,  
28 and shall include such rates in the bid specifications, contract or subcontract. Such

1 bid specifications, contract or subcontract must contain the following provision: "It  
2 shall be mandatory for the contractor to pay not less than the said prevailing rate of  
3 wages to all workers employed by the contractor in the execution of this contract.  
4 The contractor expressly agrees to comply with the penalty provisions of California  
5 Labor Code section 1775 and the payroll record keeping requirements of California  
6 Labor Code section 1771."

7 18. ENTIRE AGREEMENT. This Agreement, including all Exhibits,  
8 constitutes the entire understanding between the parties and supersedes all other  
9 agreements, oral or written, with respect to the subject matter in this Agreement.

10 19. INDEMNITY.

11 A. Contractor shall indemnify, protect and hold harmless City, its  
12 Boards, Commissions, and their officials, employees and agents ("Indemnified  
13 Parties"), from and against any and all liability, claims, demands, damage, loss,  
14 obligations, causes of action, proceedings, awards, fines, judgments, penalties,  
15 costs and expenses, including attorneys' fees, court costs, expert and witness fees,  
16 and other costs and fees of litigation, arising or alleged to have arisen, in whole or  
17 in part, out of or in connection with (1) Contractor's breach or failure to comply with  
18 any of its obligations contained in this Agreement, including all applicable federal  
19 and state labor requirements including, without limitation, the requirements of  
20 California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors,  
21 omissions or misrepresentations committed by Contractor, its officers, employees,  
22 agents, subcontractors, or anyone under Contractor's control, in the performance of  
23 work or services under this Agreement (collectively "Claims" or individually "Claim").

24 B. In addition to Contractor's duty to indemnify, Contractor shall  
25 have a separate and wholly independent duty to defend Indemnified Parties at  
26 Contractor's expense by legal counsel approved by City, from and against all  
27 Claims, and shall continue this defense until the Claims are resolved, whether by  
28 settlement, judgment or otherwise. No finding or judgment of negligence, fault,

1 breach, or the like on the part of Contractor shall be required for the duty to defend  
2 to arise. City shall notify Contractor of any Claim, shall tender the defense of the  
3 Claim to Contractor, and shall assist Contractor, as may be reasonably requested,  
4 in the defense.

5 C. If a court of competent jurisdiction determines that a Claim was  
6 caused by the sole negligence or willful misconduct of Indemnified Parties,  
7 Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the  
8 court determines sole negligence by the Indemnified Parties, or (2) reduced by the  
9 percentage of willful misconduct attributed by the court to the Indemnified Parties.

10 D. The provisions of this Section shall survive the expiration or  
11 termination of this Agreement.

12 20. FORCE MAJEURE. If any party fails to perform its obligations  
13 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain  
14 labor or materials or reasonable substitutes for labor materials, governmental restrictions,  
15 governmental regulations, governmental controls, judicial orders, enemy or hostile  
16 governmental action, civil commotion, fire or other casualty, or other causes beyond the  
17 reasonable control of the party obligated to perform, then that party's performance will be  
18 excused for a period equal to the period of such cause for failure to perform.

19 21. AMBIGUITY. In the event of any conflict or ambiguity between this  
20 Agreement and any Exhibit, the provisions of this Agreement shall govern.

21 22. NONDISCRIMINATION.

22 A. In connection with performance of this Agreement and subject  
23 to applicable rules and regulations, Contractor shall not discriminate against any  
24 employee or applicant for employment because of race, religion, national origin,  
25 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or  
26 disability. Contractor shall ensure that applicants are employed, and that employees  
27 are treated during their employment, without regard to these bases. These actions  
28 shall include, but not be limited to, the following: employment, upgrading, demotion

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or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

23. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in accordance with the provisions of the Ordinance, this Agreement is subject to the applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the Long Beach Municipal Code, as amended from time to time.

A. During the performance of this Agreement, the Contractor certifies and represents that the Contractor will comply with the EBO. The Contractor agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

“During the performance of a contract with the City of Long Beach, the Contractor will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Long Beach’s Equal Benefits Ordinance may be obtained from the City of Long Beach Business Services Division at 562-570-6200.”

B. The failure of the Contractor to comply with the EBO will be deemed to be a material breach of the Agreement by the City.

C. If the Contractor fails to comply with the EBO, the City may cancel, terminate or suspend the Agreement, in whole or in part, and monies due or to become due under the Agreement may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.

D. Failure to comply with the EBO may be used as evidence against the Contractor in actions taken pursuant to the provisions of Long Beach Municipal Code 2.93 et seq., Contractor Responsibility.

E. If the City determines that the Contractor has set up or used its contracting entity for the purpose of evading the intent of the EBO, the City may terminate the Agreement on behalf of the City. Violation of this provision may be used as evidence against the Contractor in actions taken pursuant to the provisions

1 of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

2 24. NOTICES. Any notice or approval required by this Agreement shall  
3 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,  
4 postage prepaid, addressed to Contractor at the address first stated above, and to City at  
5 Housing Authority of Long Beach, 521 E. 4<sup>th</sup> Street, Long Beach, California 90802, Attn:  
6 Director, with a copy to the City Clerk at 333 West Ocean Boulevard, Long Beach,  
7 California 90802. Notice of change of address shall be given in the same manner as stated  
8 for other notices. Notice shall be deemed given on the date deposited in the mail or on the  
9 date personal delivery is made, whichever occurs first.

10 25. COVENANT AGAINST CONTINGENT FEES. Contractor warrants  
11 that Contractor has not employed or retained any entity or person to solicit or obtain this  
12 Agreement and that Contractor has not paid or agreed to pay any entity or person any fee,  
13 commission or other monies based on or from the award of this Agreement. If Contractor  
14 breaches this warranty, City shall have the right to terminate this Agreement immediately  
15 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments  
16 due under this Agreement or otherwise recover the full amount of the fee, commission or  
17 other monies.

18 26. WAIVER. The acceptance of any services or the payment of any  
19 money by City shall not operate as a waiver of any provision of this Agreement or of any  
20 right to damages or indemnity stated in this Agreement. The waiver of any breach of this  
21 Agreement shall not constitute a waiver of any other or subsequent breach of this  
22 Agreement.

23 27. CONTINUATION. Termination or expiration of this Agreement shall  
24 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,  
25 18, 21 and 28 prior to termination or expiration of this Agreement.

26 28. TAX REPORTING. As required by federal and state law, City is  
27 obligated to and will report the payment of compensation to Contractor on Form 1099-Misc.  
28 Contractor shall be solely responsible for payment of all federal and state taxes resulting

1 from payments under this Agreement. Contractor shall submit Contractor's Employer  
2 Identification Number (EIN), or Contractor's Social Security Number if Contractor does not  
3 have an EIN, in writing to City's Accounts Payable, Department of Financial Management.  
4 Contractor acknowledges and agrees that City has no obligation to pay Contractor until  
5 Contractor provides one of these numbers.

6 29. ADVERTISING. Contractor shall not use the name of City, its officials  
7 or employees in any advertising or solicitation for business or as a reference, without the  
8 prior approval of the City Manager or designee.

9 30. AUDIT. City shall have the right at all reasonable times during the  
10 term of this Agreement and for a period of five (5) years after termination or expiration of  
11 this Agreement to examine, audit, inspect, review, extract information from and copy all  
12 books, records, accounts and other documents of Contractor relating to this Agreement.

13 31. THIRD PARTY BENEFICIARY. This Agreement is not intended or  
14 designed to or entered for the purpose of creating any benefit or right for any person or  
15 entity of any kind that is not a party to this Agreement.

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OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

CASTERLINE ASSOCIATES PC, a  
Pennsylvania corporation

September 27, 2017

By   
Name Jason E. Casterline  
Title President

\_\_\_\_\_, 2017

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

"Contractor"

HOUSING AUTHORITY OF THE CITY OF  
LONG BEACH

September 28, 2017, 2017

By   
Director

"City"

This Agreement is approved as to form on 10/4, 2017.

CHARLES PARKIN, City Attorney

By   
Deputy



# EXHIBIT “A”

## Scope of Work

HOUSING AUTHORITY OF THE  
CITY OF LONG BEACH

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PROPOSAL FOR ACCOUNTING SERVICES

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RFP HE17-050  
NARRATIVE/TECHNICAL APPROACH ONLY  
APRIL 3, 2017  
(ORIGINAL)

*Casterline Associates P.C.*  
Certified Public Accounting &  
Management Consulting Firm  
Valley Forge Office Colony  
11 Davis Road Suite 245, Building 2  
PO Box 962  
Valley Forge, Pennsylvania 19482-0962  
(800) 337-5088  
(610) 783-6845 Fax  
[Jason@casterline.net](mailto:Jason@casterline.net) and [Grace@casterline.net](mailto:Grace@casterline.net)  
[www.casterline.net](http://www.casterline.net)

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## **COMPANY INFORMATION**

**Firm Name:** Casterline Associates, P.C., 11 Davis Road, Building 2, Suite 245, Box 962, Valley Forge, PA 19482-0962. Point of Contact is Jason Casterline, (610) 783-6844.

**Parent Firm:** None

**Date of Establishment:** December 8, 1995

**Type of Ownership:** A Pennsylvania Corporation

**Number of Employees both locally and nationally:** 12

**Location from which employees will be assigned:** Valley Forge, PA

**Principles:** Jason Casterline, CPA, President and Owner (100% Shareholder)

**Personnel:** Please see The Casterline Associates Staff section on Page 24

## **CASTERLINE ASSOCIATES PC FIRM RESUME**

Casterline Associates is a Certified Public Accounting (CPA) and Consulting Firm specialized in providing a variety of services to the Affordable Housing industry. Areas of focus include Financial Consulting, Strategic Planning, Accounting Services, Information Technology, Energy Management and Development/Construction. Our firm was created in 1995, and members of our firm have been providing services to Housing Agencies and Non-Profits since 1985. Our staff includes a broad range of expertise, and we have access to a network of professionals with skills in every facet of the Affordable Housing industry.

### **Firm Highlights**

- We have assisted over 200 Public Housing Agencies (PHAs), Non-Profits, and the Department of Housing and Urban Development in the areas of Accounting and Finance, including large, medium and small Agencies. Work has included accounting, financial consulting, implementation of RAD, training, publications and other specialized tasks.
- We have trained over 15,000 PHA and HUD personnel at our Financial Management seminars. Our training has included workshops sponsored by our firm at hotels throughout the United States, in-house training for PHAs, state regional and national associations, as well as training provided for HUD.
- We are one of just 15 HUD contractors nationwide that was engaged by the Department to assist troubled agencies to improve operations, including financial operations. We have consulted regularly with the Department of Housing and Urban Development, and they have used us as a resource to assist in turning around troubled Housing Agencies through the Troubled Agency Recovery Center (TARC) and Recovery and Prevention Center (RPC).
- We have been hired by HUD on numerous occasions to assist in writing guidebooks and other materials, such as the Financial Management chapter of the Housing Choice Voucher Program Guidebook, and the Real Estate Assessment Center's GAAP Conversion materials. We also participate in committees and working groups such as the recent HUD Admin Fee Study, and prior to that the conversion to project based accounting as well as GAAP accounting.
- We have assisted PHA clients in increasing their operating subsidy by a cumulative amount of more than \$70,000,000, since our firm was formed in 1995, thus enabling us to frequently pay for ourselves many times over.
- We provide a monthly publication, The Casterline Associates Advisor, to over 500 PHAs, as well as HUD, who rely on the Advisor to keep up to date with the latest changes in Public Housing financial management.

## **GENERAL QUALIFICATIONS**

Casterline Associates' primary focus is consulting for Public Housing Agencies (PHAs), the Department of Housing and Urban Development (HUD), and Non-Profit Corporations. Our client list includes Agencies with as little as 100 housing units, up to 60,000+ units. We serve the 50 United States, Puerto Rico, the Virgin Islands and Guam. As the "Casterline Associates Personnel" section below illustrates, we have assembled a highly experienced team of consultants, including Certified Public Accountants (CPAs), former Housing Authority Chief Financial Officers, IT Consultants, and other talented personnel.

### **SERVICE AREAS:**

#### **Accounting and Financial Consulting**

Accounting services, including monthly, quarterly or annual assistance

Preparation for IPA Audit

Budget Development – Public Housing, Housing Choice Voucher, and Other Programs

Implementation of Site-Based Budgeting, Accounting and Reporting

Mixed Finance Public Housing

Low Income Housing Tax Credits

Rental Assistance Demonstration (RAD)

Financial Operations Assessments

Financial Workout Plans

Training Seminars, including In-House Training

Development of Policies and Procedures

Operating Subsidy Enhancement Services

Internal Control Reviews

Technical Assistance – all areas

REAC FDS Submission and related Technical Assistance

Public Housing Assessment System (PHAS) Scoring Enhancement

## **Information Technology**

System Selection for Housing Agencies and Non-profits

Procedure Manuals

Training and Technical Assistance

## **Management Operations**

Independent Assessments- Public Housing and Section 8

Board/Executive Advisor

## **Construction-Related Services**

Energy Performance Contracting and Related Capital Improvements

Vacancy Reduction Programs

Strategic Planning

Assessment of Maintenance and/or Development/Modernization Operations

Technical Assistance and Training related to Capital Fund, Development and Hope VI

We have hands-on experiencing assisting Public Housing Agencies and other providers of Affordable Housing in all of the above areas, and would be happy to share more details concerning specific assignments in regard to the above. Our staff includes a team of highly qualified individuals, sharing a common client service philosophy, with a broad range of skills and credentials. This enables us to go beyond helping our clients to meet minimum compliance. In fact, our proactive approach has allowed our clients to maximize opportunities and minimize risks, while implementing the operational effectiveness and efficiencies that are needed to successfully manage the Housing Agency of the 21<sup>st</sup> Century.

## REFERENCES

Hagerstown Housing Authority, Sean Griffith, Executive Director  
35 West Baltimore Street, Hagerstown, MD 21740 (301) 733-6911

Hagerstown Housing Authority is a medium sized PHA. We assisted the Housing Authority in implementing Asset Management and Project Based Accounting. This technical assistance has included in on-site consulting, in-house staff training and various working group sessions. We have also provided assistance related to Mixed Finance Public Housing / Low Income Housing Tax Credits. We are currently helping the Authority in the area of RAD.

Harrisburg Housing Authority, Senghor Manns, Executive Director  
351 Chestnut Street, Harrisburg, PA 17105, (717) 238-3088

Harrisburg Housing Authority is a large PHA and has been a client for many years. Work has included assistance in preparing Operating Budgets and Operating Subsidy, Subsidy Maximization, Accounting Services and Year End Closing, FDS Submission, PHAS Scores Enhancement, In House Training, implementation of Asset Management and Project Based Accounting, and various other tasks.

Trenton Housing Authority, W. Oliver Leggett, Executive Director  
875 New Willow Street, Trenton, NJ 08638 (609) 278-5042

Trenton Housing Authority is a large PHA and a stop loss agency. Casterline Associates recently assisted the Authority in implementing Asset Management and Project Based Accounting. As a result of this work and efforts by Housing Authority personnel, the Authority was recently approved for stop loss. We have also assisted the Authority in areas such as Budgets and Subsidy, Accounting, Year End Closing, PHAS Scores Enhancement, and In-House Training.

Bessemer Housing Authority, Alphonso Patrick, Executive Director  
1515 Fairfax Avenue, Bessemer, AL 35020 (205) 481-4420

Bessemer Housing Authority is a large sized PHA. We have assisted the Housing Authority in completing and Independent Assessment of Financial Operations. We have also provided services to other Authorities where Mr. Patrick was the Executive Director, such as Accounting and Consulting Services for the Maricopa County Housing Authority and the Omaha Housing Authority.



## **RENTAL ASSISTANCE DEMONSTRATION (RAD)**

Casterline Associates PC has been heavily engaged in RAD since it was originally proposed to Congress as “TRA” years ago. We have six clients that have closed on RAD projects thus far, and others that are in the process and/or near closing.

We have delivered numerous seminars that include RAD application, budgeting, proformas, accounting, and financial reporting, as a central topic. RAD has been included in our training seminars since it was first authorized by Congress in 2012.

We have also provided technical assistance, in-house training, financial consulting, and accounting services to PHAs that are implementing RAD. Casterline Associates is also well-versed in the accounting and reporting for Low Income Housing Tax Credits, so often used by Housing Authorities as a source of funding in a RAD transaction.

Related services include:

- Assistance in determining whether RAD makes sense for a given property/AMP, and for the PHA – financially and otherwise;
- Assistance in preparing proformas including analysis through HUD’s inventory assessment tool;
- Assistance in applying for RAD;
- Planning related to the flow of funds in the transaction to enhance the benefit to the PHA and maximize discretionary defederalized funds;
- Technical assistance in implementing accounting systems, chart of accounts, ledgers, etc in order to implement RAD from an accounting perspective;
- Technical assistance related to financial reporting for RAD.

PHA Rental Assistance Demonstration (RAD) Clients (partial list):

Auburn Housing Authority	In House Training / Technical Assistance
Chicago Housing Authority	In House Training
DeKalb County Housing Authority	Accounting / Financial Consulting
Franklin Housing Authority	Accounting / Financial Consulting
Fairfax Housing Authority	In House Training
Florence Housing Authority	Technical Assistance
Fresno Housing Authority	In House Training
Greensboro Housing Authority	Accounting / Financial Consulting
Hagerstown Housing Authority	Technical Assistance
New Albany Housing Authority	In House Training
Tampa Housing Authority	In House Training / Technical Assistance
Staunton Housing Authority	Technical Assistance
Yakima Housing Authority	Accounting / Financial Consulting

## **PHA ASSET MANAGEMENT AND PROJECT BASED CONVERSION QUALIFICATIONS**

Casterline Associates PC has been focused on converting Public Housing Agencies to Project Based budgeting and Project Based Reporting for nearly eleven years. We have direct hands-on experience with converting Large, Medium, and Small Housing Agencies to project based financial management.

We were also extremely involved with HUD on the latest initiative toward project based financial management. Casterline Associates was appointed to a Finance working group that met with HUD regularly in Washington DC as HUD was developing its frameworks for implementing Asset Management. We also served on the original negotiated rulemaking committee for the Operating Fund, as a representative of our client – the Pittsburgh Housing Authority.

### **PHA Project Based Conversion Clients – Training/Technical Assistance (partial list):**

Allegheny County Housing Authority	Technical Assistance / Consulting
Atlantic City Housing Authority	Technical Assistance / Consulting
Bedford Housing Authority	Technical Assistance / Consulting
Bloomington Housing Authority	Technical Assistance / Consulting
Bridgeport Housing Authority	Technical Assistance / Consulting
Charlotte Housing Authority	In House Training
Chattanooga Housing Authority	Technical Assistance / Consulting
Cook County Housing Authority	Technical Assistance / Consulting
Coos/Curry Housing Authority	Technical Assistance / Consulting
Dauphin County Housing Authority	Technical Assistance / Consulting
Dallas Housing Authority	Technical Assistance / Consulting
Durham Housing Authority	In House Training
Evansville Housing Authority	In House Training
Fairfax County Housing Authority	In House Training
Harrietstown Housing Authority	Technical Assistance / Consulting
Harrisburg Housing Authority	Technical Assistance / Consulting
Kankakee Housing Authority	Technical Assistance / Consulting
Kern County Housing Authority	In House Training
Lakeland Housing Authority	Technical Assistance / Consulting
Los Angeles Housing Authority	Technical Assistance / Consulting
Manchester Housing Authority	In House Training
Milwaukie Housing Authority	Technical Assistance / Consulting
New Orleans Housing Authority	Technical Assistance / Consulting
Oakland Housing Authority	In House Training
Orlando Housing Authority	Technical Assistance / Consulting
Plattsburgh Housing Authority	Technical Assistance / Consulting
Roanoke Housing Authority	Technical Assistance / Consulting
Sacramento Housing Authority	Technical Assistance / Consulting
San Antonio Housing Authority	Technical Assistance / Consulting
Saint Louis County Housing Authority	Technical Assistance / Consulting
Tacoma Housing Authority	Technical Assistance / Consulting
Trenton Housing Authority	Technical Assistance / Consulting
Wheeling Housing Authority	In House Training

**PUBLIC HOUSING OPERATING SUBSIDY MAXIMIZATION QUALIFICATIONS -**

Operating subsidy is the life-blood of most Public Housing Agencies. Therefore, the accurate determination of subsidy eligibility is of paramount importance. To meet the needs of the industry we serve, the Casterline Associates staff has built a base of knowledge and experience in the area of operating subsidy unmatched in the Public Housing Industry.

Many of the nation’s largest and most dynamic PHAs have turned to us when dealing with the complexities of the Operating fund. These complexities include dealing with the myriad of funding issues surrounding the demolition, disposition, conversion, acquisition and construction of units of Public Housing, such as: Phase down funding for demolished units, the establishment of DOFA and EIOP dates, determination of costs attributable to deprogrammed units, the impact of these activities on utility funding, determination of reconfiguration add-ons and Long Delta calculations.

We have provided one time reviews, as well as, long-term ongoing assistance in this area for a great many authorities. Examples of on-going clients include but are not limited to the following:

❖ Allegheny Co. (PA) Housing Authority	❖ New Orleans (LA) Housing Authority
❖ B. W. Cooper Resident Mgmt Corp.	❖ North Charleston (SC) Housing Authority
❖ Camden (NJ) Housing Authority	❖ Paterson (NJ) Housing Authority
❖ Chattanooga (TN) Housing Authority	❖ Richmond (VA) Redevelopment. & Housing Authority
❖ Columbiana Co. (OH) Housing Authority	❖ Roanoke (VA) Redevelopment & Housing Authority
❖ Dayton (OH) Housing Authority	❖ Saint Petersburg (FL) Housing Authority
❖ Denver (CO) Housing Authority	❖ San Mateo Co. (CA) Housing Authority
❖ Detroit (MI) Housing Authority	❖ Savannah (GA) Housing Authority
❖ Fort Myers (FL) Housing Authority	❖ Stamford (CT) Housing Authority
❖ Guam Urban Renewal Authority	❖ Tacoma (WA) Housing Authority
❖ Harrisburg (PA) Housing Authority	❖ Tampa (FL) Housing Authority
❖ Houma (LA) Housing Authority	❖ Trenton (NJ) Housing Authority
❖ Inkster (MI) Housing Authority	❖ Williamsport (PA) Housing Authority
❖ King County (WA) Housing Authority	
❖ Lakeland (FL) Housing Authority	

## TRAINING CREDENTIALS

Over the last 21 years, the staff of Casterline Associates has earned national recognition for providing training seminars on PHA Budgeting, Accounting and Financial Management. PHA and HUD personnel have attended our seminars in the following locations (this list is current through 2016):

Location	Date	Sponsor	Approx. Attendance
Yonkers, NY	Dec-16	Municipal HA City of Yonkers	10
Orlando, FL	Dec-16	Casterline Associates	85
Norfolk, VA	Dec-16	Norfolk Redv & HA	15
Peoria, AZ	Nov-16	HA of Maricopa County	25
Knoxville, TN	Oct-16	Knoxville Community Dev. Corp.	25
Meadowlands, NJ	Oct-16	Casterline Associates	40
Madera, CA	Oct-16	Madera HA	20
Columbus, OH	Sept-16	Columbus Metro HA	25
Saratoga Springs, NY	Sept-16	Saratoga Springs HA	35
Gulf Shores, AL	Sept-16	Housing Finance Professionals of Alabama	35
Beaumont, TX	Sept-16	Beaumont HA	15
Portland, OR	Aug-16	HUD Portland Field Office	5
Mobile, AL	Aug-16	Mobile Hsg Board	60
Tukwila, WA	July-16	King County HA	45
Chicago HA	July-16	Chicago HA	25
Tampa, FL	July-16	Tampa HA	50
Baltimore, MD	July-16	HUD Baltimore Field Office	15
Manchester, NH	June-16	Manchester Redv & HA	20
Charlotte, NC	June-16	Charlotte HA	10
Seattle, WA	May-16	Pacific Northwest Regional NAHRO	30
Richmond, VA	May-16	Richmond Redv & HA	15
Columbus, OH	April-16	Ohio Housing Authority Conference	50
St. Louis, MO	April-16	Casterline Associates	40
Alameda, CA	March-16	HA of the City of Alameda	40
Louisville, KY	Feb-16	Kentucky Hsg Assoc	15
Reading, PA	Jan-16	Reading HA	5
Orlando, FL	Dec-15	Casterline Associates	75
Fairfax, VA	Dec-15	Fairfax Redv & HA	15
Brentwood, TN	Oct-15	Smith Marion & Company	35
Las Vegas, NV	Oct-15	Casterline Associates	55
Auburn, ME	Oct-15	Maine Assoc of Public Hsg Directors	15
Hartford, CT	Sept-15	Hartford Field Office HUD	15
Gulf Shores, AL	Sept-15	Housing Finance Professionals of Alabama	30
Uncasville, CT	Aug-15	Connecticut NAHRO	30
Peoria, IL	July-15	Peoria HA	15

Seattle, WA	May-15	Pacific Northwest Regional NAHRO	25
San Diego, CA	May-15	Pacific Southwest Regional NAHRO	10
Sandusky, OH	May-15	Ohio Housing Authority Conference	40
Phoenix, AZ	April-15	Arizona NAHRO	10
Birmingham, AL	April-15	Alabama Assoc of Hsg & Redv Authorities	65
Altoona, IA	April-15	Iowa NAHRO	20
Niagara Falls, NY	April-15	Niagara Falls HA	15
New Orleans, LA	April-15	Casterline Associates	45
Tucson, AZ	March-15	City of Tucson HD	20
New Albany, IN	March-15	New Albany HA	10
Yuba City, CA	Jan-15	Regional HA of Sutter & Nevada Counties	15
Orlando, FL	Dec-14	Casterline Associates	70
Columbus, OH	Nov-14	Columbus Metro HA	15
Charleston, SC	Nov-14	SERC NAHRO	10
Salem, OR	Oct-14	Cascade NAHRO	20
Springfield, MA	Oct-14	Springfield HA	20
Dallas, TX	Oct-14	Casterline Associates	35
Ontario, CA	Oct-14	Smith Marion & Company	15
Saratoga Springs, NY	Sept-14	Saratoga Springs HA	35
Hilton Head, SC	Sept-14	Georgia Assoc of Hsg & Redv Authorities	10
Phoenix, AZ	Sept-14	Arizona NAHRO	25
Rockford, IL	Sept-14	Rockford HA	25
Covington, KY	Sept-14	Kentucky Hsg Assoc	15
Birmingham, AL	Aug-14	Housing Finance Professionals of Alabama	35
New Orleans, LA	July-14	Casterline Associates	55
San Francisco, CA	July-14	San Francisco HA	15
Rockingham, NC	June-14	Rockingham HA	20
Orlando, FL	June-14	SERC NAHRO	25
Albuquerque, NM	June-14	New Mexico NAHRO	20
Brainerd, MN	May-14	Minnesota NAHRO	25
Cincinnati, OH	May-14	Ohio Housing Authority Conference	40
Portland, OR	April-14	Pacific Northwest Regional NAHRO	40
Nashville, TN	April-14	Casterline Associates	55
Kensington, MD	April-14	Housing Opportunities Commission	10
Jacksonville, FL	March-14	Jacksonville HA	15
Louisville, KY	Feb-14	Kentucky Hsg Assoc	35
Winston Salem, NC	Jan-14	Winston Salem HA	30
Napa, CA	Jan-14	Norcal/Nevada NAHRO	15
Total 2013-2016			2,600+
Others 1992 – 2012			12,600+
Grand Total			15,200+

## THE CASTERLINE ASSOCIATES STAFF

### Jason E. Casterline, CPA, President

Qualifications: Jason is the founder, owner and operator of Casterline Associates P.C. He has over 32 years of experience assisting housing authorities on financial management issues, having consulted for Public Housing Agencies (PHAs) since 1985. He has personally advised over 200 housing authorities, including eight of the ten largest PHAs, on financial management issues. He has delivered accounting services, conducted audits, assessed PHA financial operations, developed policies and procedures, and provided other technical assistance to the subsidized housing industry, most recently including RAD. Jason has trained over 8,000 PHA and HUD staff in PHA Financial Management, Asset Management and Project Based Accounting, Mixed Finance Public Housing, and RAD, and has written numerous articles on the betterment of PHA financial management processes. His PHA newsletter is read by over 500 PHA, HUD, and CPA subscribers. He has been asked to make presentations before NAHRO and PHADA, as well as numerous regional and state housing associations. Jason is an honors graduate with a B.S. in Accounting from West Chester University, a Certified Public Accountant, and is a member of the American Institute of CPAs and Pennsylvania Institute of CPAs.

#### PHA clients assisted by Jason Casterline (partial list):

Alabama Assoc of HA's	Alaska Housing Finance Agency
Atlanta HA	Atlantic City HA
Baltimore City HA	Biloxi HA
Birmingham HA	Borrell Technologies
Brownsville HA	Camden HA
Chattanooga HA	Chesapeake Redevelopment & HA
Chicago HA	Contra Costa HA
Coos-Curry HA	Cuyahoga Metropolitan HA (Cleveland)
CVR Associates	Dauphin County HA
Dept of Housing and Urban Development	Des Moines HA
Detroit Housing Commission	Econometrica
El Paso City HA	Fairfax HA
Flint HA	Fort Myers HA
Fresno County/City HA	Guam HA
Harrisburg HA	Housing Opportunities Commission
HUD Headquarters / HUD RPC	Huntsville HA
Indianapolis Public Housing Agency	Illinois Assoc of HA's
Johnstown HA	Lakeland HA
Lexington-Fayette HA	Long Beach HA
Lorain Metropolitan HA	Los Angeles HA
Manchester Hsg. & Redv. Authority	Maricopa HA (Phoenix)
Miami Beach HA	Mississippi Yazoo Development Corp
NAHRO-PNRC/PSWRC/NCRC/SERC	Nelrod Company
New Orleans HA	Oakland HA
Ohio Housing Authorities Conference	Orlando HA
Palatka HA	Petersburg HA
Philadelphia HA	Pittsburgh HA
Puerto Rico HA	Quadel Consulting
QED Group LLC	Richmond HA
Rockford HA	Salt Lake HA
San Antonio HA	San Bernardino HA
San Joaquin HA	South Delta Regional HA
Tallahassee HA	Tampa HA
Thomasville HA	Virgin Islands HA

## VICE PRESIDENTS

### Christina Falcone, CPA, Accounting Services

Qualifications: Christina joined the firm in 1998 to supplement our PHA and Section 8 financial consulting capability. Prior to joining Casterline Associates, she was the Chief Financial Officer for a construction firm. Christina is responsible for several of the firms accounting clients, and provides ongoing accounting services and technical support to small, medium, and large PHAs. She is currently the outsourced senior accounting manager for several PHAs, throughout Casterline Associates. She has extensive background in general ledger financial analysis and financial reporting to the Real Estate Assessment Center in accordance with Generally Accepted Accounting Principles. She was involved in assisting PHAs that were converting to Project Based Budgeting and Accounting. Christina has extensive knowledge of the Housing Choice Voucher program financial reporting requirements. She has developed a Capital Fund Program tracking and reconciliation system for a large PHA, and was published in a major housing journal regarding enhancing financial management of the Modernization program. She was intimately involved in the development of a Cost Allocation Plan for one of the five largest PHAs in the United States. Christina is a Certified Public Accountant and a Cum Laude graduate from West Chester University with a Bachelor of Science in Accounting.

PHA clients assisted by Christina Falcone (partial list):

Alexandria HA	Allegheny County HA
Annapolis HA	Biloxi HA
Belmont HA	Benicia HA
Borrell Technology Incorporated	B.W. Cooper, RMC
Calexico HA	Camden HA
Chattanooga HA	CVR Associates, Inc (New Orleans HA)
Dauphin County RHA	Decatur HA
Detroit HA	Fairfax County RHA
Fort Wayne HA	Gallup HA
Harrisburg HA	Hawthorne HA
Houma HA	Indianapolis HA
Inkster Housing Commission	Lakeland HA
Livermore HA	Lexington HA
Long Beach HA	Miami Beach HA
Moline HA	Nelrod Company
Omaha HA	Orlando HA
Paterson HA	Pittsburgh HA
Quadel Consulting Corp.	Reading HA
Richmond RHA	Sikeston HA
South Delta Regional HA	South Gate HA
St James HA	St John HA
Suffolk Redv. & HA	Tampa HA
Trenton HA	Williamsport HA
Washington County HA	Waterbury HA

## **Michael Petro, Accounting Services**

**Qualifications:** Michael has specialized in Public Housing and Section 8 accounting since 1991. He started in the PHA industry in the Accounting department for a Connecticut PHA. In 1993, he joined Jason Casterline, where he specialized in PHA financial consulting. In 1995, he helped to found Casterline Associates. Michael has worked with over 150 PHAs ranging from less than 100 to 40,000 units, including severely distressed authorities as well as high performers. He has personally trained over 3,500 PHA and HUD personnel in the course of delivering over 120 workshops in 23 states. During the period of 2006 to 2008 Michael conducted over 50 in-house training seminars related to Asset Management and project based accounting, and he is recognized as an expert on these rules. This training was designed to educate all housing authority staff to coincide with the HUD designed Asset Management regulations. Michael has served as transitional controller for several large and small PHAs, and has expertise in implementing and maintaining several PHA software systems. He has helped turn around the Finance Department for numerous PHAs through the implementation of quality control measures including the redesign of the internal controls of both the finance department as well as the housing authority. Michael has a B.S. in accounting from Central Connecticut State University.

### **PHA clients assisted by Michael Petro (partial list):**

Allegheny County PA HA	Milwaukee WI HA
Atlantic City NJ HA	Mishawaka IL HA
Beaumont TX HA	Mississippi Region VIII HA
Bridgeport CT HA	Montour County PA HA
Bristol CT HA	Nelrod Company
Buffalo NY HA	North Las Vegas NV HA
Camden NJ HA	Northwest FL Regional HA
Canton NY HA	NYSHARO
Chattanooga TN HA	Oakland CA HA
Chesapeake Redevelopment & HA	Ogden UT HA
Chicago IL HA	Oyster Bay NY HA
Clearwater FL HA	Parsons-Decaturville TN HA
Cook County IL HA	Philadelphia PA HA
Creative Computer Solutions	Pittsburgh PA HA
CVR Associates Inc.	Plattsburgh NY HA
Dayton Metropolitan OH HA	Port Arthur TX HA
DC Dept of Public & Assisted Housing	Puerto Rico HA
DeKalb Cty IL HA	Rock Island IL HA
Denver CO HA	Rockford IL HA
Detroit MI HA	Saint Cloud MN HA
Dunedin FL HA	St. Louis County MO HA
Durham NC HA	San Francisco CO HA
East Point GA HA	Sanford FL HA
Emphasys	Sarasota FL HA
Evansville IN HA	Spartanburg SC HA
Greensboro NC HA	Springfield MA HA
Greenville NC HA	Springfield Metropolitan OH HA
Guam HA	St. Petersburg FL HA
Hammond IN HA	Stamford CT HA
Harriestown NY HA	Tuscaloosa AL HA
Harrisburg PA HA	Utica NY HA



High Point NC HA  
Housing Opportunities Commission MD  
Housing Solutions Alliance  
Indianapolis IN HA  
Inkster MI HA  
Jacksonville HA

Ventura County CA HA  
Virgin Island HA  
Warren Metropolitan OH HA  
West Haven CT HA  
Western PAHRA

## SENIOR ASSOCIATES – ACCOUNTING AND FINANCIAL CONSULTING

### Terry Coker, CPA, Senior Associate

Qualifications: Terry has over 32 years of hands on experience with Financial Reporting, General Ledger, Payroll, Accounts Payable, Accounts Receivable, Fixed Assets, Grants, and Taxation. Her role with Casterline Associates includes a broad range of activities: interim finance director, financial consulting, turnaround of troubled PHAs, assessments, accounting services, and various other tasks. Before joining Casterline Associates she was a CFO for the San Antonio Housing Authority. In her capacity as CFO, she worked extensively on accounting, budgeting and planning issues related to the Public Housing, Housing Choice Voucher, HOPE VI, and Capital Fund programs. In addition, she worked with tax credits (mixed finance/mixed income development) and a variety of other federal and non-federal assisted housing programs. During her tenure as CFO, an accounting software conversion was successfully completed. Since joining Casterline Associates Terry has provided accounting and consulting services to several of our PHA clients. Her most recent focus has been on the conversion of large Housing Authorities to project based accounting, and serving as temporary finance director for various PHAs. She has assisted in the turnaround of financially troubled PHAs. She has consulted on accounting for mixed finance transactions. She has provided in-house training, and has completed specialized financial analysis. She has also participated with teams to complete fiscal year end closings. Terry is a Certified Public Accountant and has a degree in Accounting.

### PHA clients assisted by Terry Coker (partial list):

Bernalillo HA	City of Albuquerque Housing Division
City of Phoenix Housing Department	Contra Costa County Housing Authority
Coos-Curry HA	Dallas HA
Danbury Housing Authority	Detroit Housing Commission
Evansville HA	Fall River Housing Authority
Fairfax County Redv. & HA	Fort Wayne HA
Hammond Housing Authority	Houston HA
Inkster Housing Commission	Los Angeles HA
Marin County Housing Authority	Merced Housing Authority
Memphis Housing Authority	Miami-Dade Housing Agency
Montgomery HA	Oakland HA
Orlando HA	Paterson Housing Authority
Petersburg Housing Authority	Sacramento HRA
San Diego Housing Commission	San Francisco Housing Authority
Stamford HA	Spokane Housing Authority
Wilmington HA	Virgin Islands HA
Yolo County HA	

**Barry Bagby, CPA, Senior Associate**

Qualifications: Barry has more than 28 years of hands on experience within Financial Reporting, General Ledger, Payroll, Accounts Payable, Accounts Receivable, Fixed Assets, Grants, and Taxation. He has been the CFO of three different large Housing Authorities. In his capacity as CFO, he has worked extensively on accounting, budgeting and planning issues related to the Public Housing, Housing Choice Voucher and Capital Fund programs. In addition, he has worked with a variety of other federal and non-federal assisted housing programs. During his tenure as CFO at his first PHA, the Authority was removed from the HUD "Troubled List" and a successful accounting software conversion was completed.

He has also worked for two different CPA firms, including Casterline Associates PC and an Independent Audit firm. With Casterline Associates he has assisted Authorities in improving fiscal operations.

The Authorities he has assisted include:

Bessemer HA  
Clark Co (NV) HA  
Greenville (SC) HA  
Montgomery (AL) HA  
Prichard (AL) HA  
Shreveport HA

Birmingham HA  
Detroit Housing Commission  
Merced (CA) HA  
Omaha HA  
Santa Monica HA  
Winston-Salem HA

**John Conway, Senior Associate**

Qualifications: John is an experienced accounting and systems professional who has spent over twenty-five years in the Public Housing field. In 1988, John joined Cuyahoga Metropolitan Housing Authority, (CMHA), in Cleveland Ohio as an audit manager. Prior to that, John spent 3 years with the State Auditor's Office of Ohio and 4 years with the Big 4 CPA firm, Ernst and Young, where he was a Manager in the Computer Auditing division. John holds a Bachelor's degree in Business Administration and a Master's degree in Accounting and Financial Information Systems.

John was with CMHA from 1988 to 1996 during which time he held multiple management positions in Audit, Finance and Management Information Systems. From 1996 to 1998 John was a consultant at the Chicago Housing Authority and the Housing Authority of New Orleans as well as a financial systems trainer for Creative Computer System software, (now Emphasys). Since 1999, John has been with Casterline Associates where his accounting, financial management, project leadership and computer systems skills are highly valued.

PHA clients assisted by John Conway:

Akron Metropolitan HA  
Albuquerque HA  
Biloxi HA  
Burlington HA  
Chicago HA

Alaska Housing Finance Corp  
Alexander County HA  
Birmingham HA  
Chandler HA  
Columbiana Metro HA

Creative Computer Solutions  
Dayton Metro HA  
Detroit Housing Commission  
Flint Housing Commission  
Jackson Housing Authority (TN)  
Louisiana HA  
Maricopa Housing Authority (Phoenix)  
New Orleans Housing Authority  
Stamford Housing Authority  
Tampa Housing Authority  
Wayne Metro HA  
Yolo County HA

Cuyahoga Metro HA (Cleveland)  
DeKalb County HA  
Evansville HA  
Holyoke Housing Authority  
Jacksonville Housing Authority  
Lucas Metro HA (Toledo)  
Nevada Rural HA  
Omaha Housing Authority  
Spartanburg HA  
Toronto Metro Housing Authority (Canada)  
Worcester Housing Authority  
Youngstown Metro Housing Authority

### **Debra Morgan, Senior Associate**

Qualifications: Prior to associating with Casterline Associates Debra served for 2 years as the Director of Finance for a large Public Housing Agency (Houston Housing Authority 2013 - 2014). In this capacity she was responsible for accomplishing the housing authority's financial reporting and accounting functions. She performed a variety of tasks involving oversight, recording and monitoring of the housing authority's projects and programs. There she was responsible for daily accounting duties including but not limited to month end, year-end, budgets and HUD FDS data. Debra assisted all personnel from directors to accounting clerks with various ledger issues. She also assisted the Independent Auditors with year-end questions, reconciliations and entries.

Since joining Casterline Associates PC Debra has assisted in year-end closings, FDS submissions, accounting reconciliation and adjustment, and various other special projects.

Debra has a Bachelors degree in Accounting and has graduated from Franklin Pierce College in Portsmouth, New Hampshire.

### **PHA clients assisted by Debra:**

Akron HA  
Cincinnati Metro HA  
Houston HA  
Spartanburg HA

Beaumont HA  
Dayton HA  
Maricopa HA  
Tampa HA

### **Allison Patten, Senior Associate**

**Qualifications:** Allison has provided a wide variety of services to our PHA clients. Her major area of focus is accounting and financial reporting. She has assisted in the reconstruction of books, and the turn-around of financially troubled PHAs. Successful projects have included closing books and submitting financial statements for a PHA that had not reconciled its general ledger accounts for a full year. Allison also helps to maintain books and compiles board reports for well-managed Housing Agencies on a monthly and yearly basis. Allison has approximately 15 years of accounting experience, and has been assisting Housing Authorities since 2002. She has assisted in compiling budgets, developing funding calculations, and maximizing subsidies for our clients. She has a BS in Accounting from Millersville University.

#### **PHA clients assisted by Allison Patten:**

Allegheny County HA	Maricopa County HA
Atlantic City HA	Mercer County HA
Belmont HA	Mifflin County HA
Benecia HA	Mississippi Yazoo Development Corp
Beaver County HA	New Britain HA
Bessemer HA	Northumberland County HA
Bloomington HA	Oakland HA
Butler County HA	Orlando HA
Calexico HA	Paducah HA
Camden HA	Palatka HA
City of Shamokin HA	Pasco HA
City of Wilson HA	Petersburg HA
Columbiana Metropolitan HA	Pinellas County
Dauphin County HA	Reading HA
Detroit Housing Commission	Richmond Redevel & HA
Easton HA	Rock Island HA
Fayette County HA	Rockford HA
Fort Meyers HA	Royal Oak HA
Fort Pierce HA	Sanford HA
Gallup HA	Santa Clara County HA
Gary HA	Schuylkill County HA
Greenville HA	South Delta HA
Hagerstown HA	Southgate HA
Harrisburg HA	Springfield HA
Houma HA	St James HA
Inkster HA	St John HA
Jefferson Parish	St Michaels HA
Jonesboro Urban Renewal & HA	Tacoma HA
Knoxville's Community Development Corp	Trenton HA
Lawrence County HA	Warren County HA
Lebanon County HA	Warren Metropolitan HA
Long Beach HA	Williamsport HA
Los Angeles HA	Wilmington HA
Virgin Islands HA	

### **Dwayne Tucker, CPA, Senior Associate**

Qualifications: Dwayne has provided Accounting Services, Audit Services, Training and Consulting Services to a variety of PHAs. He has worked with PHAs of all sizes. Most recently, Dwayne has been serving as the Interim Finance Director of a large Housing Authority. Additionally, Dwayne has been engaged in Rental Assistance Demonstration (RAD) conversions, fiscal year end closings and assisting PHAs in ongoing accounting services and technical support. He has also been involved with PHA outsourcing assignments and served as the Assistant Finance Director on an outsource basis for a large New Jersey PHA for a five year period. Dwayne has approximately 20 years of accounting experience, and has been assisting Housing Authorities since 2000. Prior to joining Casterline Associates he was a financial analyst with a large lending institution. Dwayne is a Certified Public Accountant and has a BS in accounting from Millersville University.

PHA clients assisted by Dwayne Tucker (partial list):

Atlantic City HA	Bessemer HA
Bloomington HA	Camden HA
Columbia (MO) HA	Corpus Christi HA
Dauphin County HA	Detroit Housing Commission
District of Columbia HA	Fort Pierce HA
Harrisburg HA	Maricopa Co HA
Paducah HA	Palatka HA
Paterson HA	Petersburg HA
Pittsburgh HA	Pleasantville HA
Salina HA	St. John the Baptist HA
The Community Builders	Topeka HA
Trenton HA	Wilson HA
Wilmington, DE HA	Yakima HA

### **Harry Zulauf, Senior Associate**

Qualifications: Harry joined Casterline Associates in 2007 and has assisted a variety of our PHA clients in improving financial management practices, maintaining and improving accounting records and financial statements, yearend closing and FDS submission, PHAS score enhancement, implementation of project based accounting, and implementation of other systems. Prior to joining Casterline Associates, Harry served for 18 years as the Chief Financial Officer of two large Public Housing Agencies (Richmond Redevelopment & Housing Authority 1989-1996 & Roanoke Redevelopment & Housing Authority 1997-2007). In this capacity he advised the Board of Commissioners, CEO/Executive Director, and executive staffs on financial issues and provided reports regarding financial status and budget information. In addition, he played a key role in securing equity financing and construction financing for low-income housing and historical tax credit projects. He represented the Authorities to independent auditors, bankers, city finance staff, and other professional external parties. He worked with departmental directors and staff to analyze program financial information and ensure efficient, effective use of Authority resources and supervised the Finance Director, Management Information Systems Manager, Procurement Officer, and Risk Manager.

He is a Certified Public Accountant and has a BS in Accounting from The Ohio State University.

PHA clients assisted by Harry Zulauf:

Albany HA	Biloxi MS HA
Bristol VA RHA	Chicago HA
Danbury CT HA	District of Columbia HA
Eastern Carolina Regional HA	Fall River MA HA
Fresno HA	Gallup NM HA
Greensboro HA	Greenville SC HA
Houston HA	Indianapolis HA
Memphis HA	Montgomery HA
Newport KY HA	Quadel Consulting Corp.
San Francisco HA	St. Louis Co. HA
St. Louis HA	Stamford CT HA
Staunton VA HA	Suffolk VA RHA
Washington DC HA	Westbrook ME HA
Winston Salem HA	Wheeling HA

#### **ADMINISTRATIVE STAFF**

**Grace Fuentes, Office Administrator**

Grace joined the firm in 1998, and since then has been our primary administrative staff person. She works out of our central office in Valley Forge, Pennsylvania, and is responsible for coordinating all of the firm's administrative efforts including administrative support for our Accounting Services, Consulting Services and Training Services divisions. She is our seminar coordinator and maintains our website.

**Jeannette Casterline, Administrative Assistant**

Before joining Casterline Associates, Jeannette worked in the Planning Department at a large California PHA. She takes care of all Casterline Associates' internal financial matters including billing, payables, and bookkeeping.

**EXAMPLES OF SIMILAR ENGAGEMENTS AND REFERENCES:**

Casterline Associates has extensive successful experience completing work similar to what is requested in HACLB's RFP. The housing authorities listed below include active projects.

Housing Authority of the City of South Gate, Vivian Garcia, Housing Administrator

8650 California Avenue, South Gate, CA 90280

(323) 563-9585 phone / (323) 567-0725 fax

Time Frame: June 2000 to Present

Technical Environment: Housing Agency / Section 8 Only

Staff assigned to reference engagement: Christina Falcone, CPA

The Housing Authority of the City of South Gate is a "Section 8 only" Housing Agency in Southern California. Christina Falcone has assisted the Authority for over 17 years in the areas of Accounting, Account Analysis and Reconciliation, Journal Entries, Internal Reporting, HUD Reporting (VMS and FDS), and various other tasks.

Housing Authority of the City of Benicia, Julie Peterson, Executive Director

28 Riverhill Drive, Benicia, CA 94510

(707) 745-2071 ext. 15 phone (701) 745-2673 fax

Time Frame: June 2005 to Present

Technical Environment: Housing Agency / Various Programs

Staff assigned to reference engagement: Christina Falcone, CPA

The Housing Authority of the City of Benicia is a medium sized PHA in Northern California with a variety of programs including the Public Housing Program and Housing Choice Vouchers Program. Services provided include Budgeting, Accounting, Account Analysis and Reconciliation, Journal Entries, Internal Reporting, HUD Reporting (VMS and FDS), and various other tasks.

Housing Authority of Saint James, Dana Groover, Executive Director

2627 King Avenue, Litcher, LA 70071-0280

(225) 869-3278 phone / (225) 869-8552 fax

Time Frame: May 2002 to Present

Technical Environment: Housing Agency / Various Programs

Staff assigned to reference engagement: Christina Falcone, CPA

The Housing Authority of Saint James is a medium sized PHA in Louisiana with a variety of programs. Services provided include Budgeting, Accounting, Account Analysis and Reconciliation, Journal Entries, Internal Reporting, HUD Reporting (FDS), and various other tasks.

Harrisburg Housing Authority, Senghor Manns, Executive Director

351 Chestnut Street, Harrisburg, PA 17105

(717) 257-4945 phone / (717) 257-5438 fax

Time Frame: 1999 to Present

Technical Environment: Housing Agency / Various Programs

Staff assigned to reference engagement: Christina Falcone, CPA & Allison Patten

Harrisburg Housing Authority is a large PHA and has been a client for many years. Work has included assistance in preparing Operating Budgets and Operating Subsidy, Subsidy Maximization, Accounting Services and Year End Closing, FDS Submission, VMS Reporting, PHAS Scores Enhancement, In House Training, implementation of Asset Management and Project Based Accounting, and various other tasks.

Houma-Terrebonne Housing Authority, Wayne Thibodeaux, Executive Director

7491 Park Avenue, Houma, LA 70364

(985) 876-4755 phone / (985) 879-4000 fax

Time Frame: May 2005 to Present

Technical Environment: Housing Agency / Various Programs

Staff assigned to reference engagement: Christina Falcone, CPA

Houma-Terrebonne Housing Authority is a medium sized PHA in Louisiana with a variety of programs. Services provided include Budgeting, Accounting, Account Analysis and Reconciliation, Journal Entries, Internal Reporting, HUD Reporting (FDS), and various other tasks.



## PERSONNEL TO BE ASSIGNED

Casterline Associates has selected highly qualified personnel to carry out the work that is required. The personnel available for this project would be as follows:

### Jason Casterline, CPA, President

Role in this Project: Jason will provide oversight and technical support on an as-needed basis.

Qualifications: Jason is the founder, owner and operator of Casterline Associates P.C. He has over 32 years of experience assisting housing authorities on financial management issues, having consulted for Public Housing Agencies (PHAs) since 1985. He has personally advised over 200 housing authorities, including eight of the ten largest PHAs, on financial management issues. He has delivered accounting services, conducted audits, assessed PHA financial operations, developed policies and procedures, and provided other technical assistance to the subsidized housing industry, most recently including RAD. Jason has trained over 8,000 PHA and HUD staff in PHA Financial Management, Asset Management and Project Based Accounting, Mixed Finance Public Housing, and RAD, and has written numerous articles on the betterment of PHA financial management processes. His PHA newsletter is read by over 500 PHA, HUD, and CPA subscribers. He has been asked to make presentations before NAHRO and PHADA, as well as numerous regional and state housing associations. Jason is an honors graduate with a B.S. in Accounting from West Chester University, a Certified Public Accountant, and is a member of the American Institute of CPAs and Pennsylvania Institute of CPAs.

PHA clients assisted by Jason Casterline (partial list):

Alabama Assoc of HA's	Alaska Housing Finance Agency
Atlanta HA	Atlantic City HA
Baltimore City HA	Biloxi HA
Birmingham HA	Borrell Technologies
Brownsville HA	Camden HA
Chattanooga HA	Chesapeake Redevelopment & HA
Chicago HA	Contra Costa HA
Coos-Curry HA	Cuyahoga Metropolitan HA (Cleveland)
CVR Associates	Dauphin County HA
Dept of Housing and Urban Development	Des Moines HA
Detroit Housing Commission	Econometrica
El Paso City HA	Fairfax HA
Flint HA	Fort Myers HA
Fresno County/City HA	Guam HA
Harrisburg HA	Housing Opportunities Commission
HUD Headquarters / HUD RPC	Huntsville HA
Indianapolis Public Housing Agency	Illinois Assoc of HA's
Johnstown HA	Lakeland HA
Lexington-Fayette HA	Long Beach HA
Lorain Metropolitan HA	Los Angeles HA
Manchester Hsg. & Redv. Authority	Maricopa HA (Phoenix)
Miami Beach HA	Mississippi Yazoo Development Corp
NAHRO-PNRC/PSWRC/NCRC/SERC	Nelrod Company
New Orleans HA	Oakland HA
Ohio Housing Authorities Conference	Orlando HA
Palatka HA	Petersburg HA
Philadelphia HA	Pittsburgh HA

Puerto Rico HA  
QED Group LLC  
Rockford HA  
San Antonio HA  
San Joaquin HA  
Tallahassee HA  
Thomasville HA

Quadel Consulting  
Richmond HA  
Salt Lake HA  
San Bernardino HA  
South Delta Regional HA  
Tampa HA  
Virgin Islands HA

**Christina Falcone, CPA**

Christina would serve as the lead accountant in this engagement and would be responsible for all results of the work described herein.

Qualifications: Christina joined the firm in 1998 to supplement our PHA and Section 8 financial consulting capability. Prior to joining Casterline Associates, she was the Chief Financial Officer for a construction firm. Christina is responsible for several of the firms accounting clients, and provides ongoing accounting services and technical support to small, medium, and large PHAs. She is currently the outsourced senior accounting manager for several PHAs, throughout Casterline Associates. She has extensive background in general ledger financial analysis and financial reporting to the Real Estate Assessment Center in accordance with Generally Accepted Accounting Principles. She was involved in assisting PHAs that were converting to Project Based Budgeting and Accounting. Christina has extensive knowledge of the Housing Choice Voucher program financial reporting requirements. She has developed a Capital Fund Program tracking and reconciliation system for a large PHA, and was published in a major housing journal regarding enhancing financial management of the Modernization program. She was intimately involved in the development of a Cost Allocation Plan for one of the five largest PHAs in the United States. Christina is a Certified Public Accountant and a Cum Laude graduate from West Chester University with a Bachelor of Science in Accounting.

PHA clients assisted by Christina Falcone (partial list):

Alexandria HA  
Annapolis HA  
Belmont HA  
Borrell Technology Incorporated  
Calexico HA  
Chattanooga HA  
Dauphin County RHA  
Detroit HA  
Fort Wayne HA  
Harrisburg HA  
Houma HA  
Inkster Housing Commission  
Livermore HA  
Long Beach HA  
Moline HA  
Omaha HA  
Paterson HA  
Quadel Consulting Corp.  
Richmond RHA  
South Delta Regional HA  
St James HA

Allegheny County HA  
Biloxi HA  
Benicia HA  
B.W. Cooper, RMC  
Camden HA  
CVR Associates, Inc (New Orleans HA)  
Decatur HA  
Fairfax County RHA  
Gallup HA  
Hawthorne HA  
Indianapolis HA  
Lakeland HA  
Lexington HA  
Miami Beach HA  
Nelrod Company  
Orlando HA  
Pittsburgh HA  
Reading HA  
Sikeston HA  
South Gate HA  
St John HA

Suffolk Redv. & HA  
Trenton HA  
Washington County HA

Tampa HA  
Williamsport HA  
Waterbury HA

## **SCOPE OF SERVICES**

Casterline Associates, P.C. (Casterline) will provide comprehensive accounting services to the Housing Authority of the City of Long Beach (HACLB). The majority of services will be completed from Casterlines' offices via modem with the Authority's software. Casterline will rely on a HACLB staff member to assist with on-site needs. Casterline will make periodic trips to Long Beach as needed. Casterline shall provide data and information in accordance with the forms, reports and formats required by HACLB and the Department of Housing and Urban Development (HUD). All records should be available for audit.

The services provided by Casterline will include but not be limited to the following:

- 1) Prepare and electronically submit Voucher Management System (VMS) submissions on time and on a monthly basis, while also providing back-up documentation, including revisions, as necessary.
- 2) Assist with the preparation and monitoring of HACLB's portion of the City of Long Beach budget, including revisions as necessary.
- 3) Preparation of monthly analytical reports of revenues, expenditures and other information as needed. Casterline shall use FAMIS, the City's accounting software program, to verify reasonableness of data by grant/subfund; will update electronic reports summarizing revenues/expenditures in a pre-determined format for submission to HACLB's Board of Commissioners; and, will prepare other reports as necessary.
- 4) Preparation of monthly HOPWA billings; monthly spreadsheet of Housing Assistance Payment (HAP) expenses for HOPWA as backup for monthly billing; and documentation for reimbursable non-HAP expenditures. Complete Los Angeles City Housing Department expenditure statements and cash request forms and mail forms and supporting documentation to the HACLB.
- 5) Determine amount of interest earned on FSS escrow account balances in the City's pooled cash account when requested by staff for FSS graduates and FSS escrow forfeitures. Prepare Journal Vouchers (JVs) to record monthly interest and total increases to escrow accounts in FAMIS and also to record monthly FSS Escrow forfeitures.
- 6) Assist the HACLB's housing program software company to resolve any problems, if necessary.

- 7) Prepare monthly bank reconciliation after receiving bank statement at month end. Reconcile bank statement to FAMIS balance and prepare JV to record reconciling items in FAMIS. Prepare transmittals for bank to cancel and/or reissue checks as appropriate.
- 8) Prepare monthly calculations per HUD regulations to determine the number of units leased, earned administrative fees and HAP revenue/expenses for the various HACLB programs including, the HCV Program, VASH, HOPWA and Shelter Plus Care grants. Prepare JVs to record administrative fees and other revenues by grant, in FAMIS.
- 9) Prepare month-end and mid-month hardcopy or electronic JVs in FAMIS to record data from each check run as related to the various programs of the HACLB.
- 10) Analyzing and reporting of budget vs actual revenues and expenses for HAP and administration.
- 11) Complete monthly calculations and preparation of wire transfers to move funds from HACLB's bank account and move to the City's pooled cash account or vice versa. Analyze balances for each grant and prepare worksheet summarizing transfers to/from pooled cash account. Prepare wire transfer form for City Treasurer's Office. Prepare JV to record the transfers in FAMIS.
- 12) Record monthly receipt of funds from HUD for various programs of the Housing Authority. Verify with Treasurer's office that funds have been received. Prepare JV to record receipt in FAMIS.
- 13) Complete year end 1099 processing. Run report of 1099 balances in Elite, the ECS software, and review for reasonableness. Adjust balances as necessary. Print 1099s per instructions from ECS. Request City Technology Services to transfer file to IRS. Resolve any difference in tax identification numbers as identified by the IRS with the landlords participating on HACLB's programs. Negotiate with IRS to waive penalties for incorrect filings.
- 14) Perform fiscal year-end in depth account analysis and prepare financial statements in accordance with Generally Accepted Accounting Principles (GAAP).
- 15) Annual electronic submission of year-end unaudited financial statements to HUD's Real Estate Assessment Center (REAC) within required time frame.
- 16) General ledger analysis.
- 17) Enter landlord reimbursements for overpayments and check cancellations into Elite. Also, make notes in individual tenant files that the reimbursements and cancellations were entered.
- 18) Change HUD funding increments in Elite.

- 19) Accounts receivable analysis and reporting, which includes specific procedures for amounts related to fraud Enterprise Income Verification (EIV). Maintain tracking schedule for balances owed by each tenant and update monthly.
- 20) Unit-count analysis and reporting.
- 21) Provide accounting and reports, as defined by the Deputy Executive Director, for all programs.
- 22) Assist auditors with the reconciliation of year-end account balances.
- 23) Assist auditors, HACLB staff and/or City staff with any other audits, reports, and/or inquiries related to HACLB's programs as necessary.
- 24) Electronically submit the year-end audited financial statements to REAC within required time frame.
- 25) Provide year-end work paper binder, which contains documentation for year-end account balances.
- 26) Provide any other additional service and/or documentation at the request of the HACLB Deputy Executive Director or the Long Beach Housing Authority Commission.
- 27) Prepare monthly leasing worksheet to determine if units leased are in line with HUD funding.
- 28) Calculate interest earned on HAP net restricted assets and prepare JV to accrue.
- 29) Prepare and update port-in register based on the check runs and record all deposits received. Prepare corresponding JVs in FAMIS.
- 30) Analyze HUD correspondence for accuracy and maintain a schedule listing the various funding increments.

## **CASTERLINE ASSOCIATES APPROACH AND RESPONSE TO SCOPE OF SERVICES**

Christina Falcone, CPA, from Casterline Associates PC would be the individual primarily responsible for providing the work described in the Scope of Services. In addition, Jason Casterline CPA would be available as a technical resource on an as needed basis.

Christina has over 19 years of experience working with Housing Agencies that administer the Housing Choice Voucher program and other programs administered by the Long Beach Housing Authority. She has worked with Housing Agencies of all sizes and a variety of HUD programs. Her main professional focus is Housing Agencies and HUD, comprising 100% of her work for the past nineteen years. Christina is very familiar with Long Beach Housing Authority, having assisted the agency for several years. She is an honors graduate from West Chester University, with a Bachelors degree in Accounting (1997) and is a Certified Public Accountant.

Jason Casterline is a CPA that has specialized in working with Housing Agencies for 32 years. He is the owner and operator of Casterline Associates PC. We have budgeted 12 hours per month for Jason as an added technical resource to the Housing Authority.

Work would be completed without the need for incurring the expense of travelling to the Housing Authority. Christina works effectively with several Housing Agencies this way, by logging into their systems and exchanging information electronically. Christina would interface with Authority personnel and systems via remote access, email, phone, fax etc. We have an established relationship with Long Beach Housing Authority working in this manner and are already set up to do so.

## **STATE CERTIFICATION**

Casterline Associates PC is aware of the RFP requirement for registration with the California Secretary of State as well as the City of Long Beach business license. We are awaiting a Certificate of Good Standing from the Commonwealth of Pennsylvania, which is the state in which we are incorporated. Once we receive that we will obtain the California certification, and provide it to the Housing Authority as required by the RFP. City of Long Beach business license was not listed as a submission requirement but is available upon request.

### **SECTION 3**

Casterline Associates PC, having been primarily specialized in working with Housing Authorities for our entire 22 year history, is familiar with HUD Section 3 requirements and we will comply accordingly. Through our current work for the Housing Authority of the City of Long Beach, we have established the resources needed to meet the needs as outlined the Request for Proposal. However, if additional resources are required in the future to meet the needs of the Housing Authority we will identify Section 3 individual(s) or firms(s) to participate in the work. No additional resources are needed at this time beyond those that we have been utilizing and therefore – as we understand it - we are not required to utilize Section 3 resources for 10% of the work required.



# EXHIBIT “B”

Rates or Charges

HOUSING AUTHORITY OF THE  
CITY OF LONG BEACH

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COST PROPOSAL FOR ACCOUNTING SERVICES

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RFP HE17-050  
APRIL 3, 2017

*Casterline Associates P.C.*  
Certified Public Accounting &  
Management Consulting Firm  
Valley Forge Office Colony  
11 Davis Road Suite 245, Building 2  
PO Box 962  
Valley Forge, Pennsylvania 19482-0962  
(800) 337-5088  
(610) 783-6845 Fax  
[Jason@casterline.net](mailto:Jason@casterline.net) and [Grace@casterline.net](mailto:Grace@casterline.net)  
[www.casterline.net](http://www.casterline.net)

**PROPOSED FEE SCHEDULE – MAY 1, 2017 – APRIL 30, 2018**

The cost for the work described in this proposal will be based upon the firm’s standard hourly rates as follows:

Item	Rate	Hours	Total
Technical Review, Oversight, and Support Jason Casterline- 1 hour per month	\$175	12	\$2,100
Ongoing Accounting Services Christina Falcone – 8 days per month	\$144	700	\$100,800
Year-end Closing Christina Falcone – 3 days	\$144	24	\$3,456
Special Analysis and Other Projects (as needed and requested by Authority) Christina Falcone	\$144	25	\$3,600
Expenses – for trip to Long Beach if needed and or requested by Authority			\$1,500
<b>Grand Total</b>			<b>\$111,456</b>

**PROPOSED FEE SCHEDULE – MAY 1, 2018 – APRIL 30, 2019**

The cost for the work described in this proposal will be based upon the firm’s standard hourly rates as follows:

Item	Rate	Hours	Total
Technical Review, Oversight, and Support Jason Casterline- 1 hour per month	\$177	12	\$2,124
Ongoing Accounting Services Christina Falcone – 8 days per month	\$146	700	\$102,200
Year-end Closing Christina Falcone – 3 days	\$146	24	\$3,504
Special Analysis and Other Projects (as needed and requested by Authority) Christina Falcone	\$146	25	\$3,650
Expenses – for trip to Long Beach if needed and or requested by Authority			\$1,500
<b>Grand Total</b>			<b>\$112,978</b>

**PROPOSED FEE SCHEDULE – MAY 1, 2019 – APRIL 30, 2020**

The cost for the work described in this proposal will be based upon the firm’s standard hourly rates as follows:

	Rate	Hours	Total
Technical Review, Oversight, and Support Jason Casterline- 1 hour per month	\$179	12	\$2,148
Ongoing Accounting Services Christina Falcone – 8 days per month	\$148	700	\$103,600
Year-end Closing Christina Falcone – 3 days	\$148	24	\$3,552
Special Analysis and Other Projects (as needed and requested by Authority) Christina Falcone	\$148	25	\$3,700
Expenses – for trip to Long Beach if needed and or requested by Authority			\$1,500
Grand Total			\$114,500

**Notes to cost proposal:**

- (1) This is a “Not to Exceed” proposal. If efforts required are less than this proposal, costs will be less.
- (2) This cost proposal is fully negotiable at the option of the Authority based upon contraction or expansion of the scope of services or staffing.

# EXHIBIT “C”

City’s Representative:

Kieshia Nathaniel, Special Projects Officer

(562) 570-6166

# EXHIBIT “D”

Materials/Information Furnished: None