

**RESOLUTION NO. 89-064**

ADOPTED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

ON DATE OF July 18, 1989

ANNUAL GSAP CONTRACT

BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO:

Section 1: The Acting Executive Director is authorized to execute an agreement as shown on Exhibit "A" attached hereto for services on behalf of the Redevelopment Agency of the City of Sacramento, with the Greater Sacramento Area Plan, a nonprofit corporation, and to do and perform everything necessary to carry out the purpose of the Agreement.

Section 2: The Sacramento Housing and Redevelopment Agency budget is hereby amended to reflect a transfer of \$21,662 from the Community Development Department consultant services account to such contract.

*Anne Linden*  
CHAIR

ATTEST:

*Andrew ...*  
ASSISTANT SECRETARY

1100WPP(397)

(5)

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 89-064

DATE ADOPTED: JUL 18 1989

AGREEMENT

This Agreement is made by and between the GREATER SACRAMENTO AREA PLAN ("Plan"), a nonprofit organization, and the REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO, and the HOUSING AUTHORITY OF THE CITY OF SACRAMENTO whose respective signatures appear below (referred to herein singularly as "signatory" and collectively as "signatories") who agree as follows:

1. This Agreement is made in contemplation of the following facts, each of which is conclusively deemed to be true for the purpose of this Agreement.

(a) The purpose of the Agreement is to achieve increased employment of minorities and women in all phases and at all levels of skills in the building and construction industry within the Sacramento-Sierra Building and Construction Trades Council area through regular and timely monitoring of compliance with Affirmative Action and Equal Employment Opportunity Standards;

(b) The Plan has heretofore established an Administrative Committee composed of representatives from the construction industry, labor, management, and minority and women's groups which is responsible for the administration and implementation of the Plan;

(c) The signatories to the Agreement are now signatories to the Plan or shall become signatories to the Plan and shall use the affirmative action requirements which were approved and promulgated by the U.S. Department of Labor as the Plan bid conditions for compliance with Executive Order 11246 as amended;

(d) The signatories to the Agreement desire to use the Plan to execute their respective responsibilities under the Equal Employment Opportunity requirements promulgated by the Federal Government for Federally assisted contracts.

2. The Plan shall do the following:

(a) Support and promote Pre-Apprenticeship Programs to insure the entry of qualified minorities and women in the construction workforce.

(b) Develop and promote an Affirmative Action Program for contractors who are not signatory to collective bargaining agreements.

(c) Prepare, compile, and maintain reports and records for aforementioned subjects.

The Plan shall maintain and utilize detailed procedures, mutually agreeable to the signatory and the Plan, to provide the services required by this Agreement.

3. The Plan shall provide information and assistance to the contractors, to the community, and to the funding and awarding agencies.

4. The Plan shall maintain all necessary books, records, documents, and other evidence in connection with the services performed under this Agreement, and shall document all transactions in compliance with generally accepted accounting principles and all pertinent governmental rules, regulations and guidelines.

It is a condition of this Agreement that the Plan engage a Certified Public Accounting or Public Accounting firm to establish and monitor a system that conforms with generally accepted accounting principles; that this system be in operation within 90 days from the date of this Agreement; and that, within six (6) months from the date of this Agreement, the audit staff of the Sacramento County Auditor-Controller be requested by the Plan to confirm the adequacy of this accounting system. The accounting firm shall prepare and submit annual financial statements for the Plan, including a statement of operation, to the signatories.

Any signatory shall have access to Plan records for audit purposes at the principal office of the Plan at any reasonable time. Routine audits will be conducted by the audit

staff of the Sacramento County Auditor-Controller, generally on a yearly basis; however, audits may be requested by the signatories as frequently as deemed necessary. The result of any such audit shall be sent to the signatories within five (5) business days of the date final results of the audit are given to the Plan Auditor.

Prior to the destruction of any record utilized in connection with services performed under this Agreement, the Plan shall secure written authorization for such destruction from the signatory.

5. Payment for services under this Agreement shall be no more than \$21,662 per year. Each signatory shall be invoiced and shall pay monthly in advance. The first invoice and payment shall be upon execution of this Agreement.

6. For purposes of providing the services required by this Agreement, the Plan shall operate on an annual basis commencing July 1 of each year and concluding the last day of June of each year. For each annual period of performance to this Agreement, the Plan shall submit a budget for operation for the next succeeding year at least 120 days before the end of the annual period for the approval of the signatories. The Plan shall produce or make available sufficient financial information to provide a reasonable basis for the evaluation of the proposed budget by the signatories.

7. This Agreement shall continue to be in full force and effect until terminated for just cause. Each signatory and the Plan shall have the right to terminate this Agreement as to itself by giving 60 days written notice of such termination to the Plan in the case of the signatory, or to all signatories in the case of the Plan. Just cause for termination by a signatory will be the failure of the Plan to perform in accordance with the terms of the Agreement, the failure of the Plan to receive approval from the Department of Labor as a Hometown Plan, or the signatory's failure to appropriate funds required to make payment in accordance with the terms of this Agreement. Just cause for termination by the Plan will be disbandment of the Plan or failure by the signatory to make payment for services.

8. In the event this Agreement is terminated by a signatory or by the Plan, the Plan shall relinquish possession of the contract files to the respective signatory within 30 days. Transfer of files may be accomplished by providing copies of documents contained in the files.

9. In the event the signatory feels that the Plan is performing unsatisfactorily, the signatory shall have the right to undertake the necessary services that the signatory deems unsatisfactory.

10. No waiver of any breach of any term or condition of this Agreement shall be deemed to be a waiver of any other breach of the same or any different term or condition of this Agreement. No form of business association, including without limitation, partnership, employment, agency, joint venture, or any other form of association is formed by this Agreement other than owner and independent contractor. The Plan shall at all times have control over the manner in which it achieves the services required by the Agreement.

IN WITNESS WHEREOF, the Agency and Consultant have executed this Agreement as of the date set forth above.

REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

APPROVED AS TO FORM:

HOUSING AUTHORITY OF THE CITY OF SACRAMENTO:

\_\_\_\_\_  
DWIGHT MOORE  
Agency General Counsel

By \_\_\_\_\_  
ANDREW PLESCIA  
Acting Executive Director

APPROVED:

\_\_\_\_\_  
Finance Department

GREATER SACRAMENTO AREA PLAN

Cost Center: A00100  
Acct.: 4222  
Organ.: 2410

By \_\_\_\_\_  
Chairman of the Board

APPROVED:

Federal Tax ID:

\_\_\_\_\_  
Special Services Dept.