

# RESOLUTION NO. HA 81-103

ADOPTED BY THE HOUSING AUTHORITY OF THE CITY OF SACRAMENTO  
ON DATE OF

November 24, 1981

AUTHORIZING EXECUTION OF AGREEMENTS WITH  
THE GREATER SACRAMENTO AREA PLAN AND  
THE COUNTY OF SACRAMENTO

BE IT RESOLVED BY THE HOUSING AUTHORITY OF THE CITY  
OF SACRAMENTO:

Section 1. The Interim Executive Director is authorized to execute that certain Agreement with the Greater Sacramento Area Plan, attached hereto, in connection with the monitoring of the Authority's Affirmative Action and Equal Employment Opportunity Standards. The total liability of the Authority under said Agreement shall not exceed Nine Thousand Nine Hundred Ten and 47/100 Dollars (\$9,910.47) annually which shall be prorated and charged against all funds used for construction.

Section 2. The Interim Executive Director is authorized to execute that certain Agreement with the County of Sacramento, attached hereto, for monitoring the Authority's labor relations requirements. The total liability of the Authority under said Agreement shall not exceed Twelve Thousand Dollars (\$12,000.00) which shall be prorated and charged against all funds used for construction.

ATTEST:

William H. Flynn  
SECRETARY

Shelby L. Kennerly  
CHAIRMAN

RESOLUTION No. HA 81-103

NOV 24 1981

(6)

AGREEMENT

This Agreement is made by and between the GREATER SACRAMENTO AREA PLAN ('Plan'), a non-profit organization, and the other parties 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 purpose of the Agreement.

(a) The purpose of this 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 compliances 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

**RESOLUTION No. HA 81-103**

(8)

NOV 24 1981

assisted contracts.

2. The Plan shall do the following:

- (a) Review specifications;
- (b) Attend pre-bid conferences;
- (c) Acquire specific documents and forms from low bidder and

subcontractors;

- (d) Attend pre-construction conferences;
- (e) Conduct on-site compliance reviews;
- (f) Conduct on-site employee interviews;
- (g) Receive, log and check required compliance documents and

forms;

(h) Recommend to the signatory, procedures for enforcement or sanction of non-compliance of contract;

(i) 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 Quarterly Reports to funding and awarding agencies for contract compliance regarding monitoring, analysis, and recommendations.

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

5. 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 months from the date of this Agreement, the audit staff of the Sacramento County 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 results of any such audit shall be sent to the signatories within five business days of the date the final results of the audit are given to the Plan by the 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.

6. Payment for services under this Agreement shall be requested by invoice submitted by the Plan to each signatory. The following formula shall be used to determine the amount to be invoiced:

(a) Each signatory shall pay a basic subscription fee of \$250.00 per month.

(b) In addition to the basic subscription fee, each signatory shall pay, in monthly installments, an annual service charge to be computed as follows:

The yearly average of the sum of the total dollar amount of all construction contracts awarded by the respective signatory for the preceding three calendar years, multiplied by .0013.

(In any instance where any construction contract is less than \$115,385.00, an amount of \$115,385.00 shall be used).

(c) Each signatory shall be invoiced and shall pay monthly in advance. The first invoice and payment shall be upon execution of this Agreement.

(d) Each invoice shall be signed as approved by the Executive Director of the Plan.

Notwithstanding the provisions of this Section 6, the total liability of signatories for the fiscal year from July 1, 1981, to June 30, 1982, shall not exceed \$9,910.47 (nine thousand, nine hundred ten and 47/100). This is a two year contract.

7. For the 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 one hundred and twenty (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.

8. With respect to requests by signatories for services pursuant to this Agreement, no particular form of request and requests may include one or more contracts; however, all such requests shall be timely made and furnish sufficient information to the Plan to enable it to conduct its activities in an orderly manner.

In any event, for each project covered by the Plan, the respective signatory shall furnish the Plan as soon as possible after plans and specifications are prepared, a full and complete copy of such plans and specifications along with such other information as may be required by the Plan to meet the objectives of this Agreement. Request for services shall be assumed to include all Affirmative Action compliance monitoring required by a contract unless otherwise stipulated.

9. This Agreement shall continue to be in full force and effect until termination for just cause. Each signatory and the Plan shall have the right to terminate this Agreement as to itself by giving sixty (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 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.

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

11. 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.

12. No waiver of any breach of any term of condition of this Agreement shall be deemed to be a waiver of any other breach of the same or any different

RESOLUTION No. HA 81-103

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 parties hereto have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 1981.

PLAN: GREATER SACRAMENTO AREA PLAN

By \_\_\_\_\_

SIGNATORY: HOUSING AUTHORITY OF THE CITY OF SACRAMENTO,  
REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO,  
HOUSING AUTHORITY OF THE COUNTY OF SACRAMENTO,  
REDEVELOPMENT AGENCY OF THE COUNTY OF SACRAMENTO, and  
SACRAMENTO HERITAGE, INC.,  
Doing business collectively as the SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY, a singular signatory for purposes hereof.

By William H. Edgar  
Interim Executive Director

RESOLUTION No. HA 81-103  
NOV 24 1981

AGREEMENT

THIS AGREEMENT, made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 1981, by and between the HOUSING AUTHORITY OF THIS CITY OF SACRAMENTO, the HOUSING AUTHORITY OF THE COUNTY OF SACRAMENTO, the REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO, and the REDEVELOPMENT AGENCY OF THE COUNTY OF SACRAMENTO (hereinafter referred to collectively as the "Agency"), and the COUNTY OF SACRAMENTO (hereinafter referred to as the "County").

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

The Agency desires to employ the services of the County to monitor labor relations matters between the Agency and its contractors. In this connection, County shall:

- (a) Review contract specifications and documents relative to labor compliance prior to contract going out for bid;
- (b) Attend pre-bid conferences;
- (c) Acquire specific documents and forms from low bidders and subcontractors;
- (d) Attend pre-construction conferences;
- (e) Conduct on-site compliance reviews;
- (f) Conduct on-site employee interviews;
- (g) Monitor contractors for compliance with State law, and the provisions of the Davis-Bacon Act, and other related Acts and regulations;
- (h) Upon non-compliance, County will notify the contractor of all labor deficiencies, by mail, with copy to Agency; and
- (i) Prepare compile and maintain reports and records for the above-mentioned activities.

2. TIME OF PERFORMANCE

The services of the County shall be performed upon request by the Agency; however, in any event, this Agreement shall terminate one (1) year from the date hereof.

RESOLUTION No. HA 81-103  
NOV 24 1981



3. COMPENSATION AND METHOD OF PAYMENT

- (a) Agency agrees to pay the amount of THIRTY and NO/100 DOLLARS (\$30.00) per hour or the prevailing loaded rate for the personnel supplying services under this Agreement.
- (b) It is expressly understood and agreed that in no event will the total compensation to be paid under this Agreement exceed the maximum sum of TWELVE THOUSAND and NO/100 DOLLARS (\$12,000.00) for all of the services specified.
- (c) The above maximum sum was determined in the following manner:

1978 through 1981 contracts requiring labor compliance:

Housing Production	31
Redevelopment Division	8
	<u>39</u>

Average contracts per year: 15

Estimated construction time per contract: 4 months

Estimated number of contracts executed at the same time:  $15 \div 3 =$  5

Number of hours of monitoring @ 8 hours/Contract/month: 40

Cost per month @ approx. average @ \$25.00 per hour \$ 1,000

Cost per year: \$ 12,000

Should the number of hours in any one month equal the number of working contracts x 8, County shall obtain approval of the Agency prior to providing additional services.

4. AGENCY INFORMATION AND DATA

Agency shall furnish to County any and all pertinent data, information, etc., which the Agency may possess during the time of performance of the duties under this Agreement.

5. OWNERSHIP OF INFORMATION

All technical information work sheets, reports and related data developed under this Agreement shall become the property of the Agency.

COUNTY OF SACRAMENTO

WORK AUTHORIZATION

CODE: A=ADD/C=CHANGE/D=DELETE

1. NUMBER 040081	2. CODE A	3. TITLE HUD Labor Compliance	4. PRIOR YEAR EXPENDITURE	5. DATE 10-27-81	6. MAXIMUM AMOUNT 12,000.00
7. REQUESTOR Constr Insp	8. SYSTEM INDEX 2310	9. ACCT. CODE 0116	10. ACTIV-FACIL	11. ELEMENT PROJ	12. APPROVED BY <i>[Signature]</i>
13. SERVICE UNIT Constr Insp	14. SYSTEM INDEX 2310	15. ACCT. CODE 9934	16. ELEMENT PROJ 063010	17. APPROVED BY <i>[Signature]</i>	18. INITIALS <i>[Signature]</i>
18. I HEREBY CERTIFY THAT FUNDS ARE AVAILABLE IN THE PROPER ACCOUNTS TO FINANCE THIS EXPENDITURE			19. ENCUMBRANCE LIQUIDATED		DATE

20. WORK REQUESTED	21. DATE WORK NEEDED
--------------------	----------------------

1. Provide construction contract administration for labor compliance.
2. Charges shall not exceed \$12,000 without amendment to this work authorization.
3. Charges will be billed to the Housing Authority every four weeks based on the prevailing rate for County of Sacramento Technical Services Division.

Approved for Housing Authority:

\_\_\_\_\_

22. SERVICING DEPARTMENT BUDGETED COSTS

ACCT PERIOD	ACTIVITY FACILITY	ACTIVITY FACILITY	ACTIVITY FACILITY	ACTIVITY FACILITY	ACTIVITY FACILITY	ACTIVITY FACILITY	ACTIVITY FACILITY
1	\$	\$	\$	\$	\$	\$	\$
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
Total	\$	\$	\$	\$	\$	\$	\$

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

HOUSING AUTHORITY OF THE CITY OF SACRAMENTO

HOUSING AUTHORITY OF THE COUNTY OF SACRAMENTO

REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

REDEVELOPMENT AGENCY OF THE COUNTY OF SACRAMENTO

By William H. Edger  
Interim Executive Director

APPROVED AS TO FORM:

\_\_\_\_\_  
Chief Counsel

APPROVED:

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

Cost Code \_\_\_\_\_

Organization No. \_\_\_\_\_

\_\_\_\_\_  
Organization Approval

(Authorized by Resolutions Nos. \_\_\_\_\_)

COUNTY OF SACRAMENTO

By \_\_\_\_\_

RESOLUTION No. HA 81-103  
(16)

NOV 24 1981