



Agency Rpt. 38

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

November 17, 1981

Housing Authority of the
City of Sacramento
Redevelopment Agency of the
City of Sacramento
Sacramento, California

APPROVED
SACRAMENTO REDEVELOPMENT AGENCY
CITY OF SACRAMENTO

CITY MANAGER'S OFFICE
RECEIVED
SACRAMENTO HOUSING
CITY OF SACRAMENTO
NOV 18 1981

Honorable Members in Session **NOV 24 1981**

NOV 24 1981

SUBJECT: Authorization to Execute the Attached Agreements with the Greater Sacramento Area Plan and the County of Sacramento

SUMMARY

Attached are resolutions authorizing the Interim Executive Director to execute agreements with (1) Greater Sacramento Area Plan (GSAP) at an annual cost of \$9,910.47 to monitor the Agency's Equal Opportunity Requirements; and (2) the County of Sacramento at an annual cost of \$12,000 to monitor the Agency's Labor Relations Requirements. The total cost for these services is \$21,910.47.

BACKGROUND

The Housing Authority and Redevelopment Agency (Agency) must comply with Executive Order No. 11246 which states that private developers and contractors shall carry out a program of Affirmative Action. In addition, to perform contractual services, the Agency has to comply with the following: (1) Labor Requirements; (2) Equal Employment Opportunity; and (3) Section 3 Requirements, when applicable. The goal is to provide the above functions within the jurisdiction of the Agency.

To carry out this mandate, the Agency is proposing to execute an agreement with GSAP to monitor the Agency's Equal Employment Opportunity requirements and a separate agreement with the County to assist in the monitoring of the labor requirements.

The Greater Sacramento Area Plan is an approved "Hometown" Plan, designated this title by the U.S. Department of Labor. The Greater Sacramento Area Plan is the construction industry's Affirmative Action Program and covers seven counties: Amador, El Dorado, Nevada, Placer, Sacramento, Sierra and Yolo. The Plan itself is the product of mandates of the Civil Rights Act of 1964, as amended; and Executive Order No. 11246, as amended. The Plan works in concert with the

11-24-81
All Districts

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Department of Labor in the area of bid conditions. Its primary responsibilities are to coordinate the overall activities performed under the plan and to monitor the effectiveness therein, and report this information to the U.S. Department of Labor. The Agency has explored the methods used by the City of Sacramento and the County of Sacramento in monitoring their compliance programs.

It was determined that the City of Sacramento had entered into an agreement with GSAP to monitor Equal Employment Opportunity Requirements and Labor Relations Requirements. The City staff then monitors GSAP activities. The City of Sacramento concludes that it is economically more feasible to contract with GSAP for EEO requirements and labor relations than to hire additional staff for that function. The County of Sacramento, however, has an agreement with GSAP to monitor Equal Employment Opportunity requirements only and utilizes their County staff to monitor labor relations.

On August 11, 1981, the Planning and Development/Old Sacramento Committee approved the recommendation for GSAP to monitor the Agency's compliance program. Since that recommendation and after review with County staff, duplication of effort would result from this Contract since the County must monitor all CDBG County contracts for Labor Compliance. To avoid such duplication, staff is recommending that the County monitor all of the Agency's construction labor relations.

As described, staff is recommending the execution of a contract with GSAP for only the EEO requirements. GSAP shall do the following: review specifications; attend pre-bid conferences; acquire specific documents and forms from low bidder and sub-contractors; attend pre-construction conferences; conduct on-site employee interviews; receive, log and check required compliance documents and forms; recommend to the signatory, procedures for enforcement or sanction of non-compliance of contract; and prepare, compile and maintain reports and records for aforementioned subjects.

GSAP shall provide quarterly reports to funding and awarding agencies for contract compliance regarding monitoring, analysis and recommendations. In addition, it shall provide information and assistance to the contractors, to the community and to the funding and awarding agencies.

GSAP 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.

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In the fiscal year 1980-81, the Greater Sacramento Area Plan monitored approximately 33 City contracts and 349 County contracts. The City's and County's annual fee with GSAP is approximately \$30,000 and \$109,520, respectively. The Agency administers approximately 15 contracts per year, and because of the existing projected workloads, there is a definite need to contract their services.

The Agreement with the County of Sacramento is for the following services:

- 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 sub-contractors;
- 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.

In the past, the Agency has utilized GSAP's services as affiliates of the City and County of Sacramento. This practice is no longer acceptable to Greater Sacramento Area Plan and now the Agency must pay for services rendered. The Agreements have been reviewed by both the Agency's Legal Department and Finance Division and have been found to be appropriate. Upon your approval of the Agreements, the Interim Executive Director will be authorized to execute the Agreements.

FINANCIAL DATA

The Agreements with the County of Sacramento and GSAP will cost the Agency \$21,910.47 for one year. These figures were generated as shown below:

a. Labor Compliance - County of Sacramento

1978 through 1981 Contracts requiring Labor Compliance and EEO monitoring:

Housing Production	31
Redevelopment Div.	<u>8</u>
	39

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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 at 8 hours/contract/month:	40
Cost per month @ \$25.00 per hour:	\$ 1,000
Cost per year:	\$12,000

b. EEO Monitoring - GSAP

1978 through 1981 total cost of contracts requiring Labor Compliance and EEO monitoring: (Note: for contracts less than \$115,385, this amount is used)

Housing Production	\$ 6,730,534
Redevelopment Div.	9,216,696
TOTAL	<u>\$15,947,230</u>

Average total cost of Contract per year	\$5,315,743.33
	x 0.0013
	<u>6,910.47</u>
Subscription fee	+ 3,000.00
Total annual fee	<u>9,910.47</u>

The Contract cost is a prorated item and will be charged against Community Development Block Grant funds, Tax Increments, Federal Housing Programs and all other funds utilized for construction.

VOTE AND RECOMMENDATION OF COMMISSION

At its regular meeting of November 16, 1981, the Sacramento Housing and Redevelopment Commission adopted a motion recommending adoption of the attached resolution. The votes were as follows:

AYES: Coleman, Knepprath, Luevano, A. Miller, Serna, Teramoto, B. Miller

NOES: None

ABSENT: Fisher, Walton

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SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

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RECOMMENDATION

The staff recommends adoption of the attached resolution authorizing the Interim Executive Director to execute the attached agreements with: (1) Greater Sacramento Area Plan to monitor the Agency's Equal Opportunity Requirements; and (2) County of Sacramento to monitor the Agency's Labor Relations requirements.

Respectfully submitted,

William H. Edgar

WILLIAM H. EDGAR
Interim Executive Director

TRANSMITTAL TO COUNCIL:

Walter J. Slipe
WALTER J. SLIPE
City Manager

Contact Person: Leo T. Goto

RESOLUTION NO. 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 author-
ized to execute that certain Agreement with the Greater Sacra-
mento Area Plan, attached hereto, in connection with the monitor-
ing 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 pro-
rated and charged against all funds used for construction.

Section 2. The Interim Executive Director is author-
ized to execute that certain Agreement with the County of Sacra-
mento, 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.

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CHAIRMAN

ATTEST:

SECRETARY

APPROVED
SACRAMENTO HOUSING AUTHORITY
CITY OF SACRAMENTO

NOV 24 1981

RESOLUTION NO. 81-088

ADOPTED BY THE REDEVELOPMENT AGENCY 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 REDEVELOPMENT AGENCY 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 Agency's Affirmative Action and Equal Employment Opportunity Standards. The total liability of the Agency 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 of the Agency's labor relations requirements. The total liability of the Agency under said Agreement shall not exceed Twelve Thousand Dollars (\$12,000.00) which shall be prorated and charged against all funds used for construction.

APPROVED
SACRAMENTO REDEVELOPMENT AGENCY
CITY OF SACRAMENTO

NOV 24 1981

CHAIRMAN

ATTEST:

SECRETARY

A S VON

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

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

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 _____
Interim Executive Director

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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.

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.

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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 _____
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 _____

**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. I HEREBY CERTIFY THAT FUNDS ARE AVAILABLE IN THE PROPER ACCOUNTS TO FINANCE THIS EXPENDITURE.
18. I HEREBY CERTIFY THAT FUNDS ARE AVAILABLE IN THE PROPER ACCOUNTS TO FINANCE THIS EXPENDITURE.			19. ENCUMBRANCE LIQUIDATED		

20. WORK REQUESTED	21. DATE WORK NEEDED
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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	\$	\$	\$	\$	\$	\$	\$