U.S. Department of Housing and Urban Development
Office of Inspector General
Pacific/Hawaii District
450 Golden Gate Avenue, Box 36003
San Francisco, California 94102-3448

Audit Memorandum
2001-SF-141-1801

February 7, 2001

TO: Steven Sachs
Director, San Francisco Community Planning and Development, 9AD

FROM: (SIGNED)
Mimi Y. Lee
District Inspector General for Audit, 9AGA

SUBJECT: Limited Review – Sacramento Housing and Redevelopment Agency

We reviewed the propriety of payments made by the Sacramento Housing and Redevelopment Agency to the Sacramento County Office of District Attorney for nuisance abatement activities in targeted areas. These activities were funded under U.S. Department of Housing and Urban Development's (HUD's) community development block grant (CDBG) program. We initiated this review based on a HUD hotline complaint questioning certain aspects of the agency's operations.

To determine whether payments made to the Office of District Attorney complied with applicable HUD regulations, we:

- Interviewed the complainant and knowledgeable HUD, agency, and district attorney officials.
- Reviewed pertinent documents provided by the complainant as well as those held by the agency and district attorney.
- Reviewed applicable HUD regulations.
- Obtained and considered comments on our tentative conclusions from the agency and HUD's Office of Community Planning and Development.
- Did not consider the agency's applicable management controls since this was not necessary for our objective.

Our review covered the period of October 1, 1996 through December 31, 1999 and was performed in accordance with generally accepted auditing standards.

We concluded the $225,000 the agency paid to the Office of District Attorney exceeded actual costs and were not properly supported.

BACKGROUND

The Sacramento Housing and Redevelopment Agency was created in 1973 to act as developer of public projects for the City of Sacramento and the County of Sacramento. Both the city council and the county board of supervisors govern the agency. On March 28, 1984, the county and agency entered into a master project agreement. This agreement was amended on July 18, 1995 to authorize the agency to obtain county services without further approval of the board of supervisors or other governing boards, provided the funds for the services had been budgeted.

The agency and the county district attorney's office entered into the first of three agreements totaling $225,000, effectively beginning October 1, 1996, to fund a deputy district attorney position to prosecute nuisance abatement and substandard housing cases as CDBG code enforcement eligible activities. Initially, this was a half-time position. Beginning May 1, 1999, however, the deputy district attorney began working four-fifths time with a portion devoted to the county's planning and community development department.

The HUD hotline received a complaint from a citizen alleging:

- The agency improperly paid for the services of a deputy district attorney with CDBG funds,
- The agency and the county board of supervisors showed favoritism to specific developers, and
- Both the California Housing Finance Agency and the agency may be in non-compliance with their respective lending requirements.

Since we found no evidence showing HUD funds were used relative to the developer and lending issues, we limited the review to payments made to the district attorney's office.

REVIEW RESULTS

We concluded the $225,000 the agency paid to the district attorney's office exceeded actual costs and were not properly supported.

Title 24 of the Code of Federal Regulations (CFR) states in subpart 570.202(c), *code enforcement*, that costs of salaries and related expenses for code enforcement legal proceedings are an allowable use of CDBG funds. Nevertheless, CFR subpart 570.200(a)(5) states costs incurred under the CDBG program must comply with the cost principles in OMB Circular A-87. Some of the factors cited in A-87 affecting allowability of costs are that they must:

- Not be prohibited under state or local laws or regulations,
- Be necessary and reasonable,
- Be allocable, and
- Be adequately supported.

For the period for October 1, 1996 through December 31, 1999, district attorney's office invoiced the agency a total of $225,000 under its agreements with the agency.

Time Period	Amount Invoiced
10/01/96 – 09/30/97	$ 52,500
10/01/97 – 03/31/98	52,500
04/01/98 – 06/30/98	17,500
07/01/98 – 09/30/98	17,500
10/01/98 – 12/31/98	0
01/01/99 – 03/31/99	21,250
04/01/99 – 06/30/99	21,250
07/01/99 – 09/30/99	21,250
10/01/99 – 12/31/99	21,250
Total	$ 225,000

Payments Exceeded Actual Costs

The three agreements had the following language regarding payments:

- First agreement: "Agency shall pay to County a contract maximum amount of $70,000, payable quarterly in the amount of $17,500 per payment, upon submission of claims."
- Second agreement: "Agency shall pay to County a contract maximum of $70,000, payable quarterly in the amount of $17,500 per payment, upon submission of claims."
- Third agreement: "AGENCY shall pay to COUNTY a contract maximum amount of $85,000, payable quarterly, upon submission of claims."

Thus, the contracts nominally provided for maximum billings of $225,000, or an average of $6,250 for three years (36 months). However, the district attorney provided services for 39 months from October 1, 1996 through December 31, 1999 to allow for a change in funding

period from a fiscal-year basis to a calendar-year basis. Thus, the effective monthly amount billed was $5,769.

The county district attorney's office treated the agreements as fixed-price contracts. In our opinion, a fixed-price contract is inappropriate, principally because the county and agency are related parties and permitting a profit would be contrary to the federal cost principles. Further, agency officials believed the agency was to be billed for only the actual salary costs of a half-time deputy district attorney, exclusive of fringe benefits and overhead. There was no record, however, of how the contract payment amounts were determined.

Regardless, the actual costs, assuming the deputy district attorney worked half-time under the agreements, were substantially less than the $5,769 billed on average for the 39 months. Actual costs were:

- Approximately $2,600 per month for salary only for a total of $101,400 for 39 months;
- Approximately $3,500 per month for salary and fringe benefits for a total of $136,500; and
- Approximately $5,000 per month for salary, fringe benefits, and overhead for a total of $195,000.

<u>Payments Were Not Properly Supported</u>

The above estimate of actual costs presumes the deputy district attorney spent half-time effort on eligible CDBG activities. However, neither the agency nor the district attorney's office maintained adequate records to show this was the case. Specifically:

- In May 1999 the attorney began working four-fifths time and also began to do work for the county's planning and community development department in addition to doing work for the agency. The supervising deputy district attorney and the deputy district attorney estimate the deputy splits her time equally between the department and the agency. However, records were not maintained to show the relative amount worked. Further, the attorney told us it was not always possible to distinguish between all cases as to whether the work was for the county or the agency.
- The attorney did not always work on cases in the low-income targeted areas. For example, the attorney indicated she was working on about 30 cases as of May 7, 1998. Approximately nine, or 30%, were outside the agency's targeted low-income areas even though its performance reports to HUD said CDBG funds would be used to prosecute cases stemming from the target areas.

We believe there were several principal reasons for the above problems.

1. There was no proper agreement between the agency and district attorney's office on how the office would be compensated. Also, there was no proper cost analysis to determine the basis for the amounts of the agreements, and billings were not required to be adequately detailed to show the basis for the charges.

2. The district attorney's office did not use a system to determine the amount of time the attorney spent on work done for the agency.

3. The agency had not sufficiently monitored the attorney's activities to assure all cases pertained only to the targeted area.

Agency Comments

We obtained the agency's written comments to a draft memorandum containing our tentative conclusions and conducted an exit conference with agency representatives on December 29, 2000. Attachment 1 contains the agency's written response, except for voluminous exhibits we can provide upon request. This final memorandum considers the agency's comments.

The bulk of the agency's comments concerned the legality of the district attorney program. On September 18, 1998, the superior court of California for the county of Sacramento had granted a motion in part to recuse the district attorney's office from prosecution of a criminal case against a local motel owner. The court also declared the contract between the agency and the district attorney to be void. The judge concluded the contract violated public policy, and probably the separation of powers doctrine as well. In our opinion, if the arrangements between the agency and district attorney were not consistent with state law, costs of the program would not be allowable under federal programs. On January 30, 2000, however, the state appeals court overturned the earlier ruling.

The agency stated it would implement the recommendations concerning the excess and unsupported costs.

Recommendations

We recommend you require the agency to:

1A. Reach an understanding with the district attorney's office on precisely what costs will be reimbursed. If indirect costs are to be reimbursed, the agency should assure they do not duplicate any of its costs charged to the CDBG program.

1B. Return to the CDBG program any amounts paid in excess of allowable costs.

1C. Ensure the district attorney's office establishes and uses a system to properly identify and distribute direct salaries costs for work done for the agency, and revises its billing practices to detail costs claimed.

1D. Ensure the district attorney office costs only pertain to those cases applicable to the target area by increasing its monitoring of and coordination with that office.

Within 60 days, please furnish us a status report on the corrective action taken, the proposed corrective action, and the date to be completed, or why action is not considered necessary for the recommendations. Also, please furnish us copies of correspondence or directives issued because of this review.

If you have any questions, please contact me or Mark Pierce, Assistant District Inspector General for Audit, at (415) 436-8101.

Attachments:

1. — Auditee (Agency) Comments
2. — Distribution

AUDITEE COMMENTS

To: Ms. Mimi Lee, District Inspector General for Audit, 9AG

From: Anne Moore, Executive Director

Date: February 13, 2001

Re: Draft Audit Memorandum 01-SF-141-18

Draft Audit Memorandum 01-SF-141-18 indicates the HUD Inspector General's concerns regarding the use of CDBG funds to support the work of a Deputy District Attorney focusing on nuisance abatement in low and moderate-income regions of Sacramento County. This response, prepared in conjunction with staff and counsel, will provide some relevant background information and then demonstrate that the use of CDBG funds in this program has always been, and continues to be, a legitimate and allowable activity.

There are a number of identifiable areas in Sacramento County where slum and blight endanger the health, safety, and life opportunities of county residents. In some of these areas, illegal activities such as the promotion of prostitution and drug crimes and the maintenance of substandard housing exacerbate these problems. Of course, such problems are not unique to Sacramento County. Counties across the country have faced these same issues and a growing number of them have adopted the same tool to help combat the problem. As described in *D.A.s in the Streets*, attached as Exhibit A, the practice of assigning deputy district attorneys to fight slum, blight, and their associated problems has become commonplace.

In 1996, Sacramento County began using CDBG funding to help finance a new deputy position within the County District Attorney's office for an attorney, Rita Spillane, to specialize in nuisance abatement. SHRA, as the County's CDBG grant administrator, contracted with the District Attorney to provide the CDBG funds. As the Chief Deputy District Attorney has testified, the District Attorney had made a practice of pursuing this sort of work prior to the CDBG funding (see Exhibit B**,** Hearing, p. 102,) and the CDBG funding made up only a minuscule portion of the District Attorney's office's $50 million budget. Exhibit B, Hearing, p. 97. The use of CDBG funding enabled the District Attorney to increase the level of service provided in low and moderate-income neighborhoods. In 1997, Ms. Spillane brought suit against the owners of two motels that were in violation of numerous sections of the applicable building codes and were magnets for both prostitution and drug crimes. (A synopsis of the various counts is attached as Exhibit C. All references in the synopsis are to Sacramento County Ordinances.) The defendants in that case brought a motion to recuse Ms. Spillane on the grounds that the CDBG funding contract between the District Attorney's office and the County's CDBG grant administrator (the Sacramento Housing and Redevelopment Agency---SHRA) limited Ms. Spillane's prosecutorial discretion by obligating her to do the bidding of SHRA.

In granting the defendants' motion to recuse the deputy district attorney, the court determined that the funding contract between SHRA and the District Attorney was void as against public policy. Exhibit D, Order, p. 56. The court made this determination without allowing SHRA an opportunity to be heard (SHRA was not a party to the underlying criminal action nor to the accuseds' motion to recuse the deputy district attorney), and its order is currently under appeal. Oral argument has been set for January 22, 2001. See Exhibit E. Under California law, enforcement of the court's order is stayed while this appeal is pending.[1] HUD should not require the return of CDBG funds under these circumstances. Further, in the wake of the court's order, SHRA and the District Attorney entered a new funding arrangement that complies with the order.

Disbursements Under the Original Agreement Were Valid

The HUD Inspector General's recent draft letter memorandum to SHRA notes the order issued by the court on September 18, 1998 "declared the agreements between the agency and district attorney to be null and void." Exhibit F, p.3. The letter goes on to note that the District Attorney continued to perform services and invoice the agency after the issuance of this order, and that disbursements of CDBG funds for these services "are unallowable as they violated state law." Exhibit F, p.4. As will be explained here, the disbursements preceding the court's order were legitimate and allowable, and in conformance with all CDBG regulations. Furthermore, the disbursements made after the court's order were made pursuant to a new funding arrangement that complies with the order.

The CDBG regulations state that CDBG funds may be used for legal proceedings that "may be expected to arrest the decline of [an] area." Section 570.202(c). It seems apparent that HUD itself recognized the validity of payments to the District Attorney for such purposes. The program was described in the one-year Action Plans submitted to HUD in each year the activity was funded, and HUD never indicated any potential problems with this activity. See Exhibit G. It is only the fact that the court's order questions the legality of the agreement between SHRA and the District Attorney that raises an issue as to the allowability of these disbursements under CDBG rules.

Given that the court's order is based on a fundamental misunderstanding of the arrangement underlying the disbursement of these funds, and the fact that the order is unenforceable while under appeal, it would make little sense to require the restoration of these funds to HUD at this time.

As SHRA's brief of amicus curiae in the appeal of the court's order makes clear, the court interpreted the agency's agreement with the District Attorney without allowing SHRA an opportunity to be heard. See Exhibit H. Had the court allowed the agency to speak on this issue, it might have understood the intentions of the parties to the agreement and the true nature of the

[1]/California Code of Civil Procedure section 916(a) states, "Except as provided in Section 917.1 to 917.9, inclusive and in Section 116.810 [not applicable here], the perfecting of an appeal stays proceedings in the trial court upon the judgment or order appealed from or upon the matters embraced therein or affected thereby, *including enforcement of the judgment or order. . . .*" (Emphasis added.)

transaction between SHRA and the District Attorney. Equipped with such an understanding, the court would have ruled the original agreement between the agency and the District Attorney was valid.

The court's order depends on the idea that the agreement between SHRA and the District Attorney to provide CDBG funding was akin to a private citizen paying the District Attorney to prosecute a particular case. The order states:

> . . . the District Attorney had owed performance of a specific designation to the public agency, and the public agency had expected certain services to be performed before paying for the already-rendered services. In addition, because the contract is an at-will one that may be terminated by either party, each may feel obligated to perform satisfactorily toward the other, to avoid termination of the contract. Exhibit D, Order, page 39, lines 16-23.

Nothing could be further from the truth.

If the District Attorney activities had been part of an SHRA-directed program, there might be some reason to adopt the court's view of the arrangement. But this is not the case. SHRA's involvement in this arrangement was only that of a CDBG grant administrator; not that of a CDBG grantee spending CDBG dollars; and certainly not that of a client, supervisor, or employer directing the actions of the District Attorney.

The court failed to recognize the dual roles that the agency plays in regard to Sacramento County CDBG funds. To be sure, SHRA is the recipient of some County CDBG money, which it uses to fund some of its various housing and redevelopment activities including the agency's first time homebuyers program, its emergency repair program, its multi-famly housing program, and its supportive housing program. Additionally, SHRA implements revitalization projects such as the Auburn water line. In regard to these funds, SHRA is a grant recipient like any other. It spends CDBG funds directly in pursuit of the County's identified CDBG-eligible activities. What the court fails to understand, due in all likelyhood to the fact that he took no input from the agency before issuing his order, is that SHRA also performs a second role in the County's CDBG process.

As alluded to above, the second role performed by SHRA is that of grant administrator. In this second capacity, the agency enters into all CDBG contracts and disburses all CDBG funds, prepares the annual report to HUD on CDBG activities, and submits the one-year Action Plans allocating CDBG funds on behalf of the County. When acting as grant administrator, SHRA does not spend CDBG funds on its own programmatic activities, but instead assists the County in overseeing subrecipient activities and disbursing funds. SHRA's role is to make certain that the activity is carried out in a way that meets a national objective and complies with all CDBG administrative requirements. SHRA's oversight role has never included the direction or management of day-to-day activities of the District Attorney or any other subrecipient of CDBG funds..

The County, of course, is the recipient of the CDBG funds from HUD, and its Board of Supervisors is the ultimate decision-maker as to the use of those funds. Thus, the proper characterization of the arrangement with the County district attorney is that Sacramento County

chose to use CDBG money to increase the level of neighborhood revitalization activities, including code enforcement and legal representation, as allowed by CDBG regulations.

It is important to note that the County also funds the other activities of the District Attorney, including targeted investigation and prosecution units such as the child abduction unit, the consumer and environmental prosecutions unit, and the domestic violence unit. Thus the fact that, under the agreement in question, Deputy District Attorney Rita Spillane focused on nuisance abatement cases is in no way out of the ordinary. The following testimony from the recusal hearing makes this point very clear:

Question from Assistant Chief Deputy District Attorney David Druliner:

> Now, in your experience, both personal experience and contact with other deputy district attorneys in the office, are you of the understanding, for example, that a person who is assigned to the felony bureau is assigned a job where they primarily focus on those types of felony cases that are in the felony bureau?

Response from Deputy District Attorney Rita Spillane:

> A Yes. . . .

Question from Assistant Chief Deputy District Attorney David Druliner:

> Q Okay. And likewise, that actually applies, does it not, for just about all of the different sections in the office, whether it's major crimes or major narcotics or assault – adult sexual assault cases or child abuse cases, that those assignments define their job as they will primarily focus on something, but not to exclude that individual's ability to prosecute or handle a case that's outside that primary focus?

Response from Deputy District Attorney Rita Spillane:

> A That's exactly right. In fact, when I first took this position, Mr. Prentice [Spillane's supervisor] told me that I could be receiving hand-offs from felony teams if they're overloaded even though I was on a special team at this point. Exhibit B, Hearing, p. 616.

The only difference between these units within the District Attorney's office and the nuisance abatement specialist at issue in this case is the fact that the County used CDBG funds to pay for half of the new nuisance abatement attorney position as allowed by CDBG regulations. Since SHRA is the County's CDBG grant administrator, the agency entered a contract with the District Attorney and disbursed CDBG funds under that contract. While the use of CDBG funds requires additional record-keeping, SHRA's administrative involvement was limited to CDBG oversight and did not entail any direction, assignment, or supervision of specific cases. This fact is emphasized by Ms. Spillane's testimony in regard to her duties under the SHRA-administered contract:

> Well, to me, again, I – I'm not reading that as a – as anything out of the ordinary of my ordinary duties as a deputy district attorney, which is receiving cases from NPOs and POP officers [two designations of police officers] and examining the evidence as I see it, as I read it.
>
> I just – I – I did not interpret this contract to be anything more burdensome or more of an onus on the job that I already had. It's just what it did is because this is a – it's a special team, that my specific assignment is nuisance abatement, then, as opposed

> to working on a felony team where I would get every garden variety of felony that exists, so it's –
>
> Again, it – to me it seemed like a redundancy of what my duties already were as a deputy district attorney. Exhibit B, Hearing, p. 515.

This testimony demonstrates that the SHRA's administrative involvement did not usurp Rita Spillane's prosecutorial discretion or make her SHRA's attorney.

SHRA performs these same administrative functions for the County in regard to numerous other CDBG grant recipients. These include, for example, the nonprofit organizations Christmas in April and Infoline; as well as the cities of Galt, Folsom, and Isleton; the Southgate Recreation and Park District; and the Sacramento County Department of Human Assistance. The case of the Sacramento County Department of Human Assistance is particularly instructive. Like the District Attorney, the Dept. of Human Assistance is an arm of County government. If the County did not use SHRA as the administrator of CDBG funds, it could simply allocate CDBG funds directly to the Department for eligible CDBG activities. Instead, SHRA entered a contract with the Department and disbursed funds to the Department just as it did with the District Attorney. In both cases, SHRA simply served as an administrator facilitating the achievement of County goals and CDBG objectives by organs of County government.

In regard to the contracts with both the Department of Human Assistance and the District Attorney's office, SHRA has been involved only as the administrator of the County's CDBG funds. SHRA has never directed the activities of either entity. Thus, any characterization of the arrangement between the SHRA and the District Attorney as one in which the agency has purchased, and therefore directs, the District Attorney is entirely erroneous.

The testimony of Deputy District Attorney Rita Spillane in the hearing before the court clearly supports this analysis. Spillane's testimony shows that she was in no way beholden to SHRA. In fact, in addition to the testimony quoted above, Spillane pointed out that she did not even "know the intricacies, as it were, between the two agencies [SHRA and the District Attorney] until this became an issue at the recusal hearing." Exhibit B, Hearing, p. 497. It is difficult to imagine that a Deputy District Attorney under such circumstances would feel as though her personal prosecutorial discretion was in any way circumscribed by SHRA.

The behavior of Ms. Spillane as a nuisance abatement specialist strongly bolsters this assertion. For example, in the case heard by the court, SHRA did not, "at any time, urge [Ms. Spillane] to file criminal charges against the defendants." Exhibit B, Hearing, p. 527. Deputy District Attorney Spillane described the role of SHRA as "just observers," and stated that she needed nothing from SHRA to do her job. Exhibit B, Hearing, pp. 540-41. In fact, Ms. Spillane was unaware that SHRA had offered grant funding to the defendants in the case in question while Spillane was investigating and bringing charges against them. Exhibit B, Hearing, p. 587-89. These facts clearly demonstrate that Spillane acted independently in her role as a nuisance abatement specialist for the District Attorney.

For these reasons, it is exceedingly likely that the court's order will be overturned on appeal soon after the oral argument on January 22, 2001. It would not be at all justified to require the return of any CDBG funds before that appeal is resolved.

All Disbursements Made in 1999 and 2000 are Allowable

As demonstrated above, CDBG disbursements made to the District Attorney prior to the court's order were allowable under CDBG regulations and California law. It is even more clear that all disbursements made after that order are allowable, since it has never been alleged that they violate state law. This is because, in the wake of the court's order, SHRA and the District Attorney entered a new funding arrangement that complies with that order.

According to the court's order, the basic problem with the original agreement was that the agreement took prosecutorial discretion out of the hands of the District Attorney and in effect allowed SHRA to direct County prosecutions. If this were actually the case, the court found that the agreement would violate California law as stated in the case of People v. Eubanks, (1996) 14 Cal. 4th 580. Exhibit D, Order, pp. 33, 35. Such an arrangement would be problematic if, as the court believed, the agreement allowed SHRA to control the District Attorney by "mandating certain duties from the designated deputy district attorney." Exhibit D, Order, p. 39. The court was especially troubled that the original agreement used language that could be seen as mandatory and therefore as limiting the District Attorney's discretion. To quote from the order,

> The contract directed that, in order to be paid for her services rendered, she "will" focus on nuisance cases in SHRA targeted areas, that she "will seek all legal and equitable remedies available to the District Attorney under law on individuals who are found to be in violation of Nuisance statutes." The latter is a mandatory directive for her to prosecute all cases in which violations occur; it leaves no discretion for the district attorney to decide whether a particular case under its particular facts, should be prosecuted. Order, p. 40.

In reality, the only mandate to the District Attorney under the original contract was that the work of the nuisance abatement specialist reflect a clear nexus between the receipt of CDBG funds and the provision of additional neighborhood revitalization efforts within identified low and moderate income areas as required under CDBG regulations. Nonetheless, the new agreement between the SHRA and the District Attorney addresses the court's concern head on. Copies of the original and the new agreement are attached as Exhibit I. Even a cursory review of the two agreements makes clear that the new agreement in no way infringes on the discretion of the District Attorney. It gives no directives to the District Attorney and in particular does not mandate any specific investigations or prosecutions.

Since all disbursements of CDBG funds after the court's order were made pursuant to this new, entirely legal agreement, these disbursements are allowable under CDBG rules. As a result, the disbursements made both before and after the court's order are legitimate. HUD should not seek return of any such funds.

While the use of CDBG funds to help finance the nuisance abatement specialist position at the District Attorney's office is clearly allowable, SHRA agrees with recommendations 1C through 1F of HUD's draft memorandum. It has always been the Agency's goal to ensure that CDBG funds are spent only in accordance with all program regulations. To this end, SHRA is currently holding payments to the District Attorney in abeyance pending confirmation from HUD that the program is allowable. SHRA stands ready to implement recommendations 1C-1F as soon as such confirmation is received.

Anne Moore
Executive Director
Sacramento Housing and Redevelopment Agency

CC: Stephen Sachs
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