REPORT TO COUNCIL
City of Sacramento

915 I Street, Sacramento, CA 95814-2604
www. CityofSacramento.org

Staff Report
January 22, 2008

Honorable Mayor and
Members of the City Council

Title: Agreement Amendment: Human Rights/Fair Housing Commission Joint Powers Authority

Location/Council District: Citywide

Recommendation: Adopt a **Resolution**, 1) approving amendment No. 6 to the Human Rights/Fair Housing Commission Joint Powers Authority (JPA) agreement No. 80-219; and 2) authorize the Mayor to execute the agreement on behalf of the City.

Presenter: Derrick Lim, Area Manager, Neighborhood Services, 808-2260
Barbara Lehman, Executive Director, Human Rights/Fair Housing Commission, 444-6903

Contact: Derrick Lim, Area Manager, Neighborhood Services, 808-2260

Department: Neighborhood Services Department

Division: N/A

Organization No: 3621

Description/Analysis

Issue: The Human Rights/Fair Housing Commission (HRFHC) has experienced an increase in contract services from the cities of Citrus Heights, Elk Grove, and Rancho Cordova. These new jurisdictions also wish to serve on the governing body of the Commission, which requires amendments to the current Joint Powers Authority (JPA) agreement.

Under the current JPA agreement, the Commission is comprised of Commissioners appointed by the Sacramento City Council and Sacramento County Board of Supervisors as an advisory body to the Executive Director, the Sacramento City Council, and Sacramento County Board of Supervisors. The Executive Director of the Commission is jointly appointed by the Sacramento City Council and Board of Supervisors and retained through an employment contract.

The major proposed amendments to the Joint Powers Authority agreement (Exhibit A) call for:

- A “Governing Board” of elected officials from the Sacramento City Council, Sacramento County Board of Supervisors, and the cities of Citrus Heights, Elk Grove, and Rancho Cordova, comprising the “Regional Human Rights/Fair Housing Commission”.

- The Governing Board will include five elected members from the Sacramento City Council and the Sacramento County and Board of Supervisors, and one elected member each from the other cities. .
- Additional cities can elect to join the Governing Board by passing a resolution to join subject to the terms by the Governing Board.
- The Governing Board will meet a minimum two times per year.
- The Advisory Board (Commissioners) is appointed by and advises the Governing Board.
- The number of Advisory Board members is set by the Governing Board based on the formula of one member per 50,000 population.
- The Executive Director reports to and is appointed by the Governing Board.

The County Board of Supervisors is also scheduled to consider amendments to the Commission's JPA agreement (Exhibit A) on January 22, 2008.

Policy Considerations: The City and County of Sacramento established the Human Rights/Fair Housing Commission of the City and County of Sacramento (Commission) in May 1981 as a Joint Powers Authority. The current Joint Powers Authority agreement is provided in Exhibit B. The amendments to the Commission's JPA agreement will create an independent agency, change the organizational structure and reporting lines of authority, and allow participation in governance by other jurisdictions. The Treasurer and Auditor of the County of Sacramento shall remain the Treasurer and Auditor of the Commission. The fundamental mission, purpose, and role of the Commission remain unchanged. The City and County of Sacramento are active participants in the governance of the Commission.

Environmental Considerations: Under the California Environmental Quality Act (CEQA) guidelines, continuing administrative activities do not constitute a project and are therefore exempt from review.

Rationale for Recommendation: Over the past few years the Commission has been engaged in discussions with the City and County of Sacramento and other local jurisdictions to add new cities to the governing body. The amendments are consistent with the creation of an independent multi-jurisdictional governing body and the City's desire to be the most livable city. This report is the follow-up report back on the proposed expansion of the governing board referenced in the November 6, 2007, Council staff report regarding the service agreement and one year renewal of the Executive Director employment agreement.

Financial Considerations: Prior to the commencement of Fiscal Year 2008-2009 and each fiscal year thereafter (defined as July 1 through June 30), the Governing Board shall adopt a budget for the Commission for the ensuing fiscal year. No member Party shall be obligated to allocate funds to the Commission until the governing board of that member Party shall also have acted to approve the Commission budget.

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Emerging Small Business Development (ESBD): There are no ESBD considerations. No goods or services are being purchased.

Respectfully Submitted by: _____
Derrick Lim, Area Manager
Neighborhood Services Department

Approved by: _____
Vincene Jones, Director
Neighborhood Services Department

Recommendation Approved:

_____
for Ray Kerridge
City Manager

Table of Contents:

Staff Report pg. 1

Attachments

1. Resolution pg. 4
2. Exhibit A: Amended Joint Powers Authority pg. 5
3. Exhibit B: Current Joint Powers Authority pg. 14

RESOLUTION NO. XXXX

Adopted by the Sacramento City Council

AMENDMENT NO. 6 TO THE HUMAN RIGHTS/FAIR HOUSING COMMISSION JOINT POWERS AUTHORITY AGREEMENT NO. 80-219

BACKGROUND

A. The City and County of Sacramento established the Human Rights Fair Housing Commission of the City and County of Sacramento (Commission) in May 1981 as a Joint Powers Authority (JPA).

B. The Commission has experienced an increase in contract services from the cities of Citrus Heights, Elk Grove, and Rancho Cordova, and a desire for these new jurisdictions to serve on the governing body.

C. The amendments to the Commission's JPA create an independent agency, change the organizational structure and reporting lines of authority, and allow participation in governance by other jurisdictions.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. The City Council approves, and authorizes the Mayor to execute, on behalf of the City of Sacramento, the amended Joint Powers Agreement for the Human Rights/Fair Housing Commission, attached as Exhibit A.

EXHIBIT A

JOINT EXERCISE OF POWERS AGREEMENT
REGIONAL HUMAN RIGHTS/FAIR HOUSING COMMISSION

This Agreement, creating the Regional Human Rights/Fair Housing Commission, is made and entered into this _____day of _____, 2008, by and between the City of Sacramento, the City of Citrus Heights, the City of Elk Grove, the City of Rancho Cordova, municipal corporations organized under the laws of the State of California, hereinafter called "Cities", and the County of Sacramento, a political subdivision of the State of California hereinafter called "County." Each of the public entities shall also be referred to individually as "Party" and collectively as "Parties."

In consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. ESTABLISHMENT OF A REGIONAL HUMAN RIGHTS/FAIR HOUSING COMMISSION

   In exercise of the authority conferred upon the Parties hereto by Article XI, Section 7 of the California Constitution, and pursuant to the provisions of Article 1, Chapter 5, Division 7, Title I of the Government Code, Section 6500 et seq. ("The Joint Exercise of Powers Act"), there is hereby established a joint powers authority that shall be known as "The Regional Human Rights/Fair Housing Commission (hereafter "Commission"). The Commission shall be a public entity separate from the Parties hereto, and its debts, liabilities and obligations shall not be or become debts, liabilities or obligations of any Party to this Agreement.

2. PURPOSE

   The purpose of the Commission is to promote the public health, safety, peace and tranquility of the Region through the establishment and implementation of programs that identify and seek to eradicate discrimination and promote tolerance of the diverse cultures, mores, lifestyles, and beliefs of the peoples of this Region in order to achieve and maintain harmony and realize equal opportunity.

   As used in this Agreement, the term "discrimination" means any and all forms of bias or prejudice on any basis made unlawful by Federal or California statutory or California common law, including, without limitation, such bases as race, religion, gender, sexual orientation, familial status, age or disability occurring in the Region with respect to which action of the Commission or its Members is not preempted, including, without limitation, housing, employment, access to public or commercial goods and services, and admission to civic, social or cultural association or activities.

3. GOVERNING BOARD OF THE COMMISSION

a. Directors. The Governing Board of the Commission shall consist of a Board of Directors. Each director shall have one vote. Appointments to the Commission will be as follows:
   i. The Sacramento County Board of Supervisors shall appoint five Directors from among its members;
   ii. The Sacramento City Council shall appoint five Directors from among its members;
   iii. All other members of the Commission shall appoint one Director from among its members.

b. Qualifications. Each Director shall be an elected official of the Member's governing body, and shall serve at the pleasure of the Member's governing body.

c. Meetings. The Governing Board shall meet at least semi-annually, and also at the request of the Chair of the Governing Board. Meetings shall be open to the public and shall be scheduled, called and conducted in compliance with Section 54950 et seq. of the Government Code (Ralph M. Brown Act).

d. Alternates. Each Member may appoint one or more alternates for each of its Directors, who shall serve when the Member's regular Director is absent or disqualified from voting. Each alternate will be an elected official.

e. Quorum. A quorum for transaction of business shall be a majority of duly appointed Directors or their respective alternates. No action by the Governing Board shall be effective unless it receives the affirmative vote of a majority of the duly appointed Directors or their respective alternates. For purposes of this subsection, a Director or Alternate is deemed appointed when written notice of the appointment is received by the Commission's Executive Director.

f. Organization. The Governing Board shall elect a Chair and Vice Chair for a one-year term beginning on July 1 of each year. Other officers and ad hoc committees may be created by action of the Governing Board.

g. General Powers and Duties. The Governing Board shall have all of the powers and duties authorized by the Joint Exercise of Powers Agreement and which the Members share in common. Governing Board responsibilities shall include:

i. Setting overall program and fiscal policy for the Commission.
ii. Establishing goals, objectives, and priorities.
iii. Adopting an annual budget, including the compensation and benefits of Commission employees.
iv. Hiring, firing, annually evaluating, and disciplining the Executive Director.
v. Setting the annual contribution to the Commission budget from each Member. This action shall require unanimous agreement of all Directors present.
vi. Appointing the Commission's General Counsel.

h. Authority to Investigate, Enforce, and Litigate. The Commission shall have the authority to investigate, enforce, and litigate charges of discrimination using the following procedures:

i. With the same power and authority and subject to the same limitations vested in and imposed upon a City under Government Code Sections 37104 et seq., the Commission may issue subpoenas in any action or proceeding pending before it. The Commission shall provide its own legal representation in the initiation and prosecution of any and all proceedings relating to the validity or enforcement thereof. The Advisory Board and the Executive Director of the Commission, respectively, shall be vested with the same powers as a City Council and Mayor under the provisions of Government Code Sections 37104 et seq.

ii. With the consent of the Advisory Board, the Executive Director of the Commission may refer to and request the Commission's General Counsel to file and prosecute litigation for the purpose of alleviating discrimination within the Region, making the Commission a party plaintiff to such litigation. The provisions of this subparagraph shall not be construed to limit the discretion of the District Attorney or any other authorized person to file and prosecute any civil litigation in the name of the People of the State of California, whether or not requested by the Commission and whether or not the Commission is a party thereto.

iii. With the consent of the Advisory Board, the Executive Director of the Commission may file in the name of the Commission a verified complaint with the State Department of Fair Employment and Housing ("Department") alleging discrimination with the statutory jurisdiction of the Department. The Commission may bring suit on any verified complaint filed pursuant to this subparagraph.

i. Compensation. Each Director shall be entitled to a stipend of $200.00 per meeting, if so requested.

5. ADVISORY BOARD

a. Appointment of Advisory Board. The Governing Board shall appoint an Advisory Board that shall represent the Members of the Commission. The number of Advisory Board members shall be set, and revised from time to time, by the Governing Board pursuant to the following formula: each Member shall be represented by one Advisory Board member for every 50,000 in population living in the Member's jurisdictional boundaries, up to a maximum of five representatives on the Advisory Board for any single member. An Advisory Board member shall serve a term of three years. No member may serve more than two consecutive terms. Any Advisory Board member absent for more than three consecutive Advisory Board meetings is automatically removed and a replacement shall be appointed. Advisory Board members shall serve at the pleasure of the Governing Board.

b. Qualifications. Each Advisory Board member shall be appointed by the governing body of the Member he or she represents.

c. Meetings. The Advisory Board shall establish an annual schedule of meetings, generally on a monthly basis. Meetings shall be open to the public and shall be scheduled, called and conducted in compliance with Government Code Section 54950 et seq. (Ralph M. Brown Act).

d. Quorum. A quorum for transaction of business shall be one-third of duly appointed members. Advisory Board action may be taken by the affirmative vote of a majority of those members present and voting.

e. Organization. The Advisory Board shall elect a Chair and Vice Chair for a one-year term beginning on July 1 of each year. Other officers and ad hoc committees may be created by action of the Advisory Board.

f. Duties of Advisory Board. The Advisory Board shall be subordinate to the Governing Board. The Advisory Board shall provide direction to the Executive Director consistent with the policy, goals, objectives, and priorities established by the Governing Board. The Advisory Board shall forward an annual budget to the Governing Board for approval, after conducting a workshop planning session to discuss budgets, programs, service levels and other issues as directed by the Governing Board. Specific duties of Advisory Board members shall include:

i. Represent the Commission at community events.

ii. Participate in the development of media promoting the Commission.
iii. Attend joint meetings with other community advisory boards.
iv. Participate on a speakers' bureau, speaking to community organizations on issues and legislation relevant to the Commission.
v. Attend educational forums and events.
vi. Actively participate in events of non-profit organizations established to promote the purposes of the Commission.

g. Compensation. Advisory Board members shall serve without compensation.

6. EXECUTIVE DIRECTOR

a. Appointment of Executive Director. The Governing Board shall appoint the Executive Director of the Commission after a recommendation of the Advisory Board. The process for recruitment, selection and appointment of the Executive Director shall be prescribed by the Governing Board after a recommendation of the Advisory Board. No person who is a Governing Board or Advisory Board appointee shall be eligible for appointment to the position of Executive Director during his or her term of office on the Governing Board or Advisory Board. The Executive Director shall be engaged by an employment agreement let in the name of the Commission, which shall regulate compensation and all other terms and conditions of employment and shall be renewable at the discretion of the Governing Board. The Executive Director is vested with no tenure, job security, or employment entitlement except as provided by the employment agreement. The employment agreement shall be subject to mid-term cancellation at the pleasure of the Governing Board, any cancellation to become effective thirty days following notification to the Executive Director.

b. General Duties and Responsibilities of Executive Director. The Executive Director shall perform duties and responsibilities prescribed by the Governing Board and Advisory Board, and shall:

i. Manage and administer the affairs of the Commission, pursuant to the direction of the Advisory Board and the policies established by the Governing Board.
ii. Appoint and remove, subject to adopted policies, all subordinate personnel.
iii. In cooperation with the Advisory Board, prepare an annual budget detailing line item expenditures, which shall not become effective until approved by the Governing Board. No expenditure of funds shall be made or authorized except in accordance with the

approved budget.

iv. Act as the Secretary to the Governing Board and the Advisory Board and cause all minutes and records of actions to be properly recorded and maintained.

c. Specific Duties of Executive Director. The Director of the Commission shall address, analyze, measure and develop recommendations to the Advisory Board and the Governing Board concerning, and take action affirmatively to eliminate, discrimination within the Region and the tensions that it causes through:

i. Surveys and other research and education relating to the existence of discrimination and its causes.
ii. Development and implementation of programs of an educational, counseling and similar nature designed to prevent or alleviate discrimination.
iii. Public debate, utilizing public hearings by the Advisory Board and other strategies to focus public attention on the existence, causes, effects and elimination of discrimination.
iv. Conciliation and mediation of disputes.
v. Information and referral to resources offering assistance to victims of discrimination.
vi. Advice to and cooperation with civic, cultural and governmental organizations.
vii. Establishing and implementing of Memoranda of Understanding with other agencies.
viii. Entering into contracts providing funds to the Commission.
ix. Pursuing alternative funding sources for the Commission.
x. Investigating charges of discrimination and undertaking enforcement actions pursuant to the authority set forth in Section 4(h) of this Agreement.

And other duties as may be delegated by ordinance adopted by any Member of the Commission.

7. APPROVAL OF COMMISSION BUDGET.

Prior to the commencement of Fiscal Year 2008-2009 and each fiscal year thereafter (defined as July 1 through June 30), the Governing Board shall adopt a budget for the Commission for the ensuing fiscal year. No member Party shall be obligated to allocate funds to the Commission until the governing board of that member Party shall also have acted to approve the Commission budget.

8. TREASURER AND AUDITOR.

a. The Treasurer and Auditor of the County of Sacramento shall be the Treasurer and Auditor of the Commission.

b. Annually, the Auditor shall cause to be made an independent audit of the accounts and records of the Commission by a certified public accountant or a public accountant in compliance with Government Code Section 6505.

9. NON-PROFIT ORGANIZATIONS.

The Executive Director shall be authorized to establish and work with non-profit organization(s), associations or affiliations as permitted by law, for the purpose of enhancing supplemental funding sources and promoting the purposes of the Commission.

10. AMENDMENT OF FORMER AGREEMENT AND CONTINUATION OF COMMISSION.

This Agreement amends in its entirety that certain Joint Exercise of Powers Agreement between the City of Sacramento and the County of Sacramento creating the Human Rights/Fair Housing Commission of the City and County of Sacramento, dated January 14, 1997, as amended. Notwithstanding the foregoing, the joint powers authority established by that Agreement shall remain in existence and continue as the Commission under this Agreement and the amendment of that Agreement shall not be deemed to alter any rights or obligations of the Commission, or terminate, alter or otherwise interrupt service by any appointees or employees. The original agreement was adopted May 5, 1981 and amended on January 14, 1997 and July 26, 1994.

11. ADMISSION OF NEW PARTIES.

a. Incorporation of New Cities: Upon incorporation, a new city in Sacramento County automatically shall have the right to become a Party to the Commission. The right shall be exercised by resolution of its City Council authorizing execution of this Agreement as it may be amended.

b. Existing Cities: Cities in Sacramento County other than newly incorporated cities may petition the Governing Board to become a Part to the Commission on such terms as the Governing Board may determine and the petitioning city may accept.

12. WITHDRAWAL.

Any Member may withdraw from the Commission upon service of written notice in the form of a resolution of the Member's governing body electing to withdraw and make payment of any obligations due to the Commission. Notice shall be addressed as set forth below, and shall be deemed served when received:

Sacramento Regional Human Rights/Fair Housing Commission
1112 "I" Street, Suite 250
Sacramento, CA 95814
Attn: Board Chair and Executive Director

Withdrawal shall take effect at the end of the Member's annual funding cycle.

13. COUNTERPARTS

This Agreement may be executed in counterparts. All counterparts shall constitute a single Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates set forth below.

COUNTY OF SACRAMENTO, a political
Subdivision of the State of California

By_____
Chairperson, Board of Supervisors

_____
Clerk of the Board of Supervisors

APPROVED AS TO FORM_____
County Counsel

By_____
Mayor, City of Sacramento

_____
City Clerk

APPROVED AS TO FORM_____
City Attorney

By_____
Mayor, City of Citrus Heights

_____
City Clerk

APPROVED AS TO FORM_____
City Attorney

By_____
Mayor, City of Elk Grove

_____
City Clerk

APPROVED AS TO FORM_____
City Attorney

By_____
Mayor, City of Rancho Cordova

_____
City Clerk

APPROVED AS TO FORM_____
City Attorney

EXHIBIT B

JOINT EXERCISE OF POWERS AGREEMENT
CITY OF SACRAMENTO - COUNTY OF SACRAMENTO
HUMAN RIGHTS/FAIR HOUSING COMMISSION
OF THE
CITY AND COUNTY OF SACRAMENTO

THIS AGREEMENT is made and entered into this 14 day of January, 1997, by and between the City of Sacramento, a chartered municipal corporation organized under the laws of the State of California, hereinafter called "City," and the County of Sacramento, a political subdivision of the State of California hereinafter called "County."

WITNESSETH

Recitals

THIS AGREEMENT amends that certain contract between the County and City dated July 26, 1994, entitled "Joint Exercise of Powers Agreement City of Sacramento - County of Sacramento Human Rights/Fair Housing Commission of the City and County of Sacramento," hereinafter called "contract."

Agreement

FOR AND IN CONSIDERATION OF THE TERMS, CONDITIONS, COVENANTS AND PROMISES CONTAINED HEREIN, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS.

1. Purpose. In exercise of the "police power" conferred upon the parties hereto by Article XI, Section 7 of the California Constitution, by this Agreement the parties are creating a joint powers authority for the purpose of promoting the public health, safety, peace, and tranquility of the Sacramento Community through the establishment and implementation of programs which identify and seek to eradicate discrimination and promote tolerance of the diverse cultures, mores, lifestyles, and beliefs of the peoples of this community in order to achieve and maintain harmony and realize equal opportunity.

2. Commission. Pursuant to the provisions of Article I, Chapter 5, Division 7, Title I of the Government Code (commencing at Section 6500), the parties hereto create an entity which shall be known as The Human Rights/Fair Housing Commission of the City and County of Sacramento (hereinafter called "Commission"). The Commission shall be a public entity separate from the parties hereto, and its debts, liabilities and obligations shall not be or become debts, liabilities and obligations of any party to this Agreement.

3. Advisory Board. The Commission shall have an Advisory Board consisting of eleven members.

Five members shall be appointed for two-year terms by the City Council. Such member shall serve at the pleasure of, and may be removed during their terms without cause by the City Council.

Five members shall be appointed for two-year terms by the Board of Supervisors. Such member shall serve at the pleasure of, and may be removed during their terms without cause by the Board of Supervisors.

One member shall be appointed for a one-year term by the remaining ten members of the Advisory Board. That member may only be removed for cause during the term by the remaining ten members of the Advisory Board.

4. Advisory Board: The Advisory Board shall conduct regular meetings as needed. All meetings of the Advisory Board shall be scheduled, called, and conducted in accordance with the provisions of the Ralph M. Brown Act, commencing at Government Code Section 54950.

   a. No action by the Advisory Board shall be effective unless it receives the affirmative votes by not less than six members. A quorum for the transaction of business shall constitute six members.

   b. Each new Advisory Board Member may elect to receive a stipend of not more than $60.00 per month within the months that the Commission conducts a regularly scheduled meeting.

   c. Any Commissioner that is absent from three consecutive meetings is hereby automatically removed from the Commission. The Board shall request the appointing authority to make a replacement appointment.

   d. The Advisory Board shall elect a Chair and a Vice-Chair for the Commission for a one-year term beginning July 1 of each year. The Chair shall serve one year and cannot be elected for consecutive terms.

   e. The Advisory Board is advisory to the Executive Director. The Executive Director is responsible for the management, administration and daily operations of the Commission.

5. Executive Director

   a. The Commission shall have an Executive Director and such subordinate personnel who report to the Director as the financial resources and operational and programmatic needs of the Commission dictate. The Executive Director shall manage and

administer the affairs of the Commission and appoint all subordinate personnel. The Executive Director may exercise all powers vested in and imposed upon a legislative body pursuant to Government Code Section 37103. The Executive Director shall act as the Secretary to the Advisory Board and cause all minutes and records of actions by the Advisory Board to be properly recorded and maintained.

b. The City Council of the City and Board of Supervisors of the County shall, following receipt of recommendations by the County Executive and City Manager, be the appointing authority for the Executive Director. Processes for the recruitment, selection and appointment of the Executive Director shall be as prescribed by the City Council and Board of Supervisors, following receipt of recommendations by the City Manager and County Executive. The Executive Director shall be employed by agreement let in the name of the Commission; subject to mid-term cancellation under such conditions as are prescribed herein. The agreement shall regulate compensation and all other terms and conditions of employment and shall be renewable at the joint discretion of the City Council and Board of Supervisors. The Executive Director shall be vested with no tenure, job security or employment entitlement except as expressly provided by the agreement.

6. Powers of the Executive Director: The Executive Director shall address, analyze, measure, and develop recommendations to the City Council and Board of Supervisors concerning, and take action affirmatively to eliminate discrimination within the Sacramento Community and the tensions which it causes through:

a. Surveys and other research and education relating to the existence of discrimination and its causes;

b. Development and implementation of programs of an educational, counselling and similar nature designed to prevent or alleviate discrimination;

c. Public debate – utilizing public hearings by the Advisory Board and other strategies to focus public attention on the existence, causes, effects and elimination of discrimination;

d. Conciliation and mediation of disputes;

e. Information and referral to resources offering assistance to victims of discrimination;

f. Advice to and cooperation with civic, cultural and governmental

organizations;

g. Comply with the Scope of Services as outlined from the Sacramento Housing and Redevelopment Agency, establish and maintain Memorandums of Understanding with other agencies and coordinate and comply with other contract agreements providing funds to the Commission.

h. Investigation of charges of discrimination, the issuance of subpoenas in the manner and under the limitations prescribed by Paragraph 7, and the initiation of enforcement proceedings in the manner and under the limitations prescribed by Paragraph 7.

i. Contracting with outside entities to provide Commission services which may include, but are not limited to training, seminars, printed materials (other than the Tenant/Landlord Handbook), speaking engagements and outreach efforts.

As used in this Paragraph and in the Agreement, the term "discrimination" means any and all forms of bias or prejudice on any basis made unlawful by Federal or California statutory or California common law, including, without limitation, such bases as race, religion, gender, sexual orientation, familial status, age, occurring in the Sacramento Community with respect to which action by the City and County is not preempted, including, without limitation, housing, employment, access to public or commercial goods and services, and admission to civic, social or cultural associations or activities.

7. Investigative and Enforcement Powers.

The powers conferred by Paragraph 6-h shall be exercised in the following manner and subject to the following limitations;

a. With the same power and authority and subject to the same limitations vested in and imposed upon a City Council of the City under Government Section 37104 et. seq., the Commission may issue subpoenas in any action or proceeding pending before it, provided that no such subpoena shall be issued without advance approval by the Sacramento County District Attorney. If such approval is granted, the Commission shall provide its own legal representation to the Commission and its officers in the initiation and prosecution of any and all proceedings relating to the validity or enforcement thereof. The Advisory Board and the Executive Director thereof shall, respectively, be vested with the same powers as a City Council and Mayor under the provision of Government Code Section 37104 et.seq.

b. The Executive Director of the Commission may refer to and request the Commission's Legal Counsel to file and prosecute litigation for the purpose

of alleviating discrimination within all of Sacramento County and substandard housing conditions within the incorporated areas of Sacramento County, subject to the approval of the District Attorney, making the Commission a party plaintiff to such litigation. If such consent is granted by the District Attorney, the Commission shall be responsible for providing legal counsel in any such litigation. The provisions of this sub-paragraph shall not be construed to limit the discretion of the District Attorney to file and prosecute any civil litigation in the name of the People of the State of California, whether or not requested by the Commission and whether or not the Commission is a party thereto.

c. The Executive Director may file in the name of the Commission a verified complaint with the State Department of Fair Employment and Housing (Department) alleging discrimination within the statutory jurisdiction of the Department. The Commission, upon approval of the District Attorney's office, may bring suit on any verified complaint filed pursuant to this sub-paragraph, upon the issuance of a right to sue letter from the Department.

8. Financial Powers: The Executive Director shall prepare an annual budget detailing line-item expenditures, which shall not become effective until approved by the City Council and Board of Supervisors. No expenditure of funds shall be made or authorized except in accordance with the budget. Any fund balance shall constitute a contingency fund and may be expended by the Executive Director with the approval of the funding source.

All funds of the Commission shall be deposited in the County Treasury and administered by the County Treasurer, and warrants for expenditures shall be issued by the County Auditor.

9. Corporate Powers: The Commission may be sued and as expressly authorized by Paragraph 7 may file or otherwise bring suit with the approval of the District Attorney. The Executive Director has the authority to establish non-profit organization(s), associations or affiliations such as permitted by the provisions set forth by the United States Internal Revenue Service, the State of California Franchise Tax Board or the Non-profit Public Benefit Corporation Law of California. These entities would be created solely for the purpose of enhancing supplemental funding sources to promote the scope and purpose of the Commission. The Executive Director is responsible for the maintenance and compliance of the entities in accordance with federal, state and local laws.

10. Former Agreement: This Agreement replaces in its entirety that certain Joint Exercise of Powers Agreement, City of Sacramento - County of Sacramento, The Human Rights/Fair Housing Commission of the City and County of Sacramento, dated July 26, 1994, by and between the City and County as amended, and that contract is hereby rescinded. Notwithstanding the foregoing, the Joint Powers Authority established by that contract shall remain in existence and continue as the

Commission under this Agreement, and the rescission of that contract shall not be deemed to alter any rights or obligations of the Commission, or terminate, alter or otherwise interrupt service by any appointees or employees.

11. Termination. Either the City or County may terminate this Agreement upon service of ninety days advance written notice. Any such notice shall be deemed served and effective for all purposed on the date on which it is deposited in the United States Mail, postage prepaid and addressed as follows:

a. To City
Sacramento City Manager
City Hall
915 I Street
Sacramento, California 95814

b. To County
Sacramento County Executive
County Administration Center
700 H Street, 7th Floor
Sacramento, California 95814

Upon termination, the public entity created by the Agreement shall cease to exist and property acquired as a result of the joint exercise of powers shall be equally divided between the City and County. Any surplus money on hand shall be returned to the City and County in proportion to the contributions made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day, month and year first above stated.

CITY OF SACRAMENTO, a chartered municipal corporation

By: _____
Dep. City Manager

ATTEST: _____
City Clerk

APPROVED AS TO FORM: _____
Dep. City Attorney

COUNTY OF SACRAMENTO, a political subdivision of the State of California

By: _____
Chairperson, Board of Supervisors

ATTEST: _____
Clerk of the Board of Supervisors

APPROVED AS TO FORM: _____
County Counsel

In accordance with Section 25103 of the Government Code of the State of California a copy of this document has been delivered to the Chairman of the Board of Supervisors, County of Sacramento.

JAN 14 1997

By: _____
Deputy Clerk, Board of Supervisors

80-219-5