

**Meeting Date:** 7/22/2014

**Report Type:** Consent

**Report ID:** 2014-00564

**Title:** Regional Human Rights/Fair Housing Commission: Joint Exercise of Powers Agreement Amendment

**Location:** Citywide

**Recommendation:** Pass a Motion approving and authorizing the City Manager or his designee to execute the Amended and Restated Joint Exercise of Powers Agreement for The Regional Human Rights/Fair Housing Commission.

**Contact:** Howard Chan, Assistant City Manager, (916) 808-7488, Office of the City Manager

**Presenter:** None

**Department:** City Manager

**Division:** Executive Office

**Dept ID:**

**Attachments:**

1-Description/Analysis

2-Background

3-JPA Redline

4-JPA Clean

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### **City Attorney Review**

Approved as to Form

Sheryl Patterson

7/17/2014 8:48:25 AM

### **Approvals/Acknowledgements**

Department Director or Designee: Howard Chan - 7/15/2014 5:58:27 PM

## Description/Analysis

**Issue Detail:** Following the action recently taken by the Sacramento County Board of Supervisors pertaining to The Regional Human Rights/Fair Housing Commission (Commission), city staff is requesting that City Council approve the attached Amended and Restated Joint Exercise of Powers Agreement (JPA) for the Commission (Attachment 1). This action will allow the City and County of Sacramento to provide efficient and cost effective management of the Commission's ongoing activities while ensuring the long term liabilities of the Commission are met.

**Policy Considerations:** Because there are other organizations that provide housing discrimination counseling, mediation, and dispute resolution services at no cost, the requirement to affirmatively further fair housing as required for receipt of federal Community Development Block Grant funds can be met without the need to continue the services previously provided by the Commission.

**Environmental Considerations:** Approval of the amended JPA is an administrative activity and not a project subject to environmental review under Section 15368(b)(5) of the CEQA Guidelines.

**Sustainability:** None.

**Commission/Committee Action:** On March 6, 2014, the City and County of Sacramento held a two-by-two meeting consisting of City Council members Steve Cohn and Darrell Fong; Board of Supervisors members Phil Serna and Jimmie Yee; Sacramento Housing and Redevelopment Agency's (SHRA) Executive Director, LaShelle Dozier; Sacramento City Manager, John Shirey; and County Executive Officer, Brad Hudson. The execution of the amended JPA is consistent with the direction provided at this meeting to wind-down the affairs of the Commission and that the City and County would only fund the existing PERS liability for the Commission employees on an on-going basis.

**Prior Actions:** On March 11, 2014, the Sacramento County Board of Supervisors voted to support and recommend to the Commission's Governing Board the appointment of the SHRA's Executive Director to serve as the Executive Director of the Human Rights/Fair Housing Commission to oversee the winding-down of Commission operations.

On April 22, 2014, the Sacramento City Council adopted a resolution authorizing and consenting to the appointment of SHRA's Executive Director to serve as the Executive Director of the Human Rights/Fair Housing Commission to oversee the winding-down of Commission operations.

However, SHRA requested that the County of Sacramento fund its costs to provide oversight services and to proposed to continue some of the Commission services. As a result, City and County staff met and developed an alternative plan to provide support by City and County staff and to appoint the City Treasurer as the Executive Director of the Commission. After October 31, 2014, when the Commission contract with the County Court's system expires, there will be no Commission staff other than the Executive Director. The County will continue to fund the Commission's expenses until that date and thereafter the only liability that is to be funded is the annual CalPERS payment.

On July 15, 2014, the Sacramento County Board of Supervisors voted unanimously to execute the amended JPA for the Commission (Attachment 1).

**Rationale for Recommendation:** This report recommends amending the existing JPA to simplify the Commission's administrative structure and to address its outstanding liabilities. The primary liability facing the Commission is an outstanding CalPERS employee retirement liability estimated at \$2.67 2 of 19

million. The City and County have agreed to fully fund this liability and split the costs, the payment of which will be the main activity of Commission operations after October. An actuarial study, the cost of which is to be split with the County, will be conducted to determine the exact annual retirement cost. With this information, we expect to enter into an agreement with CalPERS to pay that liability on an annual basis so that the JPA can then be extinguished. This process may take a year to complete.

The JPA amendment will make various changes to the current agreement, including:

- Reduction of the number of Governing Board members from ten to four (two from each JPA member);
- Elimination of the Advisory Board;
- Appointment of the City of Sacramento's Treasurer as the Executive Director of the Commission; and
- Clean-up language related to responsibilities of the Commission and officers.

**Financial Considerations:** The action recommended in this report does not appropriate funding; however, there are CalPERS retirement liability and operational costs associated with the wind-down of Commission operations. To minimize these costs, the City and County are working in partnership to internally provide resources for the ongoing needs of the Commission, including legal services and administrative support.

The primary liability facing the Commission is an outstanding CalPERS employee retirement liability estimated at \$2.67 million. The City and County have agreed to fully fund this liability, the payment of which will be the main activity of ongoing Commission operations. An actuarial study will be conducted to determine the exact annual retirement cost. The current annual estimate for CalPERS retirement liability costs is \$80,000, which will be split evenly between the City and the County until the obligation is fully paid.

**Local Business Enterprise (LBE):** Not applicable.

## Background

In 1963, Sacramento County created a Human Relations Commission as a not-for-profit organization, which ultimately evolved into the County of Sacramento/City of Sacramento Human Rights/Fair Housing Commission (Commission) through a Joint Powers Authority (JPA) approved by both entities in 1981 and codified into County Code in 2006. In 2008, the City of Sacramento and the County of Sacramento revised the JPA to include the cities of Elk Grove, Citrus Heights and Rancho Cordova. The JPA created and defined the role and governance structure of the Commission. Chapter 2.28 of the County Code lays out the responsibilities and governing structure for the Human Rights/Fair Housing Commission, which is currently governed by the City and County of Sacramento that provides services in the unincorporated County and the City of Sacramento.

On February 13, 2014, the Citrus Heights City Council voted to withdraw from the JPA. Since then, the cities of Elk Grove and Rancho Cordova have also withdrawn from the JPA. The current JPA includes the County and City of Sacramento. The organizational structure includes a Governing Board with five members each from the Sacramento County Board of Supervisors and Sacramento City Council. There is also an Advisory Board with representatives from each JPA member along with the Executive Director.

On March 11, 2014, the County Board of Supervisors agreed to discontinue funding for the Sacramento Commission by June 30, 2014 and directed staff to take actions necessary to wind down the operations of the Commission. The Board further requested, and the Commission's governing board considered and approved, that the Sacramento Housing and Redevelopment Agency's (SHRA) Executive Director be appointed as the Commission's Executive Director to wind down the operations of the Commission. As noted in the staff report, to save costs and since the only on-going activity after October will be to pay the annual CalPERS payment, the City Treasurer is to be appointed as the Executive Director of the Commission under the amended JPA.

If the Commission were to be dissolved, the prior employees' pension benefit would be impacted because there is an outstanding CalPERS' liability of approximately \$2.67 million. To avoid that impact, the City and County two by two committee agreed to recommend that this cost be split evenly and paid annually. To minimize the amount that would be owed on an annual basis, the Commission needs to continue in existence until we can negotiate a payment plan with PERS. This has been confirmed with CalPERS staff, who have reviewed and approved the amended JPA. An actuary study will be needed to set the exact amount that will be owed before the PERS payment plan agreement can be finalized. The Commission would then be dissolved as set forth in the amended JPA.

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

This Joint Exercise of Powers Agreement (“Agreement”), creating the Regional Human Rights/Fair Housing Commission, is made and entered into this \_\_\_ day of \_\_\_, 2014, by and between the City of Sacramento, a municipal corporation, hereinafter called “City” ~~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” or “Members.”

**Background**

- A. The City and County created the Human Rights Commission in 1975, which became the Regional Human Rights/Fair Housing Commission in 1981. Over the years, the Commission’s focus has been on housing discrimination, with services provided limited to training, counseling, mediation, and dispute resolution.
- B. In 2008, the members of the Commission expanded to include the cities of Elk Grove, Rancho Cordova and Citrus Heights. These cities receive federal Community Development Block Grant (CDBG) funds and there is a requirement to affirmatively further fair housing as a condition of receiving these federal funds.
- C. Between FY 2008-09 and FY 2011-2012, all the member agencies provided funding to support the Commission. Due to revenue shortfalls and other reasons, after July 1, 2013 only the County was willing to provide continued funding support for the Commission.
- D. Based on the Analysis of Impediments to Fair Housing Choice reports in 2004 and 2011, numerous deficiencies with the Commission operations were noted, including problems with its complaint processing, investigative methodology, diminishing enforcement referrals, and failure to track results. Over time, the Commission’s delivery of services to address housing discrimination has diminished.
- E. In 2014, the cities of Elk Grove, Rancho Cordova and Citrus Heights withdrew as members of the Commission, and effective July 1, 2014 the Commission no longer provides services to the general public. The City and County as the remaining Members have decided to wind down the affairs of the Commission.
- F. Currently the City and County, along with the other cities in this region, provide referrals to other public and private organizations that offer housing discrimination counseling, mediation, and dispute resolution services. Because entities such as Pacific McGeorge Housing Mediation Clinic, Legal Services of Northern California,

Disability Rights of California, and the State Department of Fair Employment and Housing provide assistance for housing discrimination matters, the Commission does not need to remain in existence to meet the requirement to affirmatively further fair housing.

G. Although the liabilities of the Commission are not the liabilities of the City and County, the Parties have agreed to remain as Members to participate in funding the Commission's outstanding debt to the Public Employees Retirement System (PERS) over time to avoid or minimize the impact on the PERS benefits for the prior Commission employees if the Commission was dissolved because it has no assets.

H. With the amendment of this Agreement, the City and County have approved the Commission Governing Board's appointment of the City Treasurer to serve as the caretaker of the Commission as it winds down its affairs and to make the annual PERS debt payments.

### **Agreement**

In consideration of the mutual promises contained herein, the Parties hereby agree to amend and restate the Joint Exercise of Powers Agreement as of August 1, 2014 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 "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 for creation of the Commission is was to promote the public health, safety, peace and tranquility of the Region within the County of Sacramento through the establishment and implementation of programs that identify and seek to eradicate eradication of housing 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~~ two Directors from among its members; and
  - ii. The Sacramento City Council shall appoint ~~five~~ two 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. For purposes of this subsection, a Director or ~~A~~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.~~
- ivii. ~~Hiring, firing, annually evaluating, and disciplining~~ Appointing 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.~~
- viii. Appointing the Commission's General Counsel, if needed, or arranging for legal services.

~~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 proceeding 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.~~

~~ih. Compensation. Each Director shall be entitled to a stipend of \$200.00 per meeting, if so requested serve without compensation.~~

## ~~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 a 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 term year 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 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.~~

#### 64. EXECUTIVE DIRECTOR

- a. Appointment of Executive Director. The Governing Board shall appoint City Treasurer shall serve as the Executive Director of the Commission after a recommendation of the Advisory Board. The process of 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 be the only employee of the Commission as of October 1, 2014. 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, which shall include terminating the existing employees and making the annual PERS payment.
  - ~~ii. Appoint and remove, subject to adopted policies, all subordinate personnel.~~
  - iii. In cooperation with the Advisory Board, pPrepare 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~~ii. 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.~~

- ~~c. Compensation. The Executive Director shall not be entitled to receive any pay or benefits to serve as the Executive Director of the Commission.~~

## 75. APPROVAL OF COMMISSION BUDGET.

Prior to the commencement of Fiscal Year ~~2008-2009~~ 2014-2015 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.

86. TREASURER AND AUDITOR.

- a. ~~The Treasurer~~ Director of Finance of the County of Sacramento shall serve as the Treasurer and Auditor of the County of Sacramento shall be the Treasurer and Auditor of the Commission.
- b. ~~Annually, t~~ The Auditor shall cause to be made an independent audit of the accounts and records of the Commission by a certified public accountant in compliance with Government Code Section 6505 if requested by the Commission.

~~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.~~

~~107. 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, 1997, 2008, 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 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 August 6, 1991, December 14, 1993, July 26, 1994, November 26, 1996, January 14, 1997 and January 22, 2008.~~

~~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 authorization 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  
1121 “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.~~

8. TERMINATION OF AGREEMENT.

The Parties agree that once the liabilities of Commission for the Public Employees Retirement System (PERS) accrued benefits for the prior Commission employees has been fully paid, then this Agreement shall terminate and the Commission shall no longer be in existence as of the date that the final PERS payment is made.

139. COUNTERPARTS.

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

IN WITNESS WHEREOF, the Parties hereto have ~~executed~~ entered into this Agreement on the dates first set forth ~~below~~above.

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

By \_\_\_\_\_  
County Executive

By \_\_\_\_\_  
Clerk of the Board of Supervisors

APPROVED AS TO FORM

By \_\_\_\_\_  
County Counsel

CITY of SACRAMENTO,  
a municipal corporation

By \_\_\_\_\_  
City Manager

ATTEST

By \_\_\_\_\_  
Assistant City Clerk

APPROVED AS TO FORM

By \_\_\_\_\_  
Senior Deputy City Attorney

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

This Joint Exercise of Powers Agreement (“Agreement”), creating the Regional Human Rights/Fair Housing Commission, is made and entered into this \_\_\_ day of \_\_\_, 2014, by and between the City of Sacramento, a municipal corporation, hereinafter called “City” 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” or “Members.”

**Background**

- A. The City and County created the Human Rights Commission in 1975, which became the Regional Human Rights/Fair Housing Commission in 1981. Over the years, the Commission’s focus has been on housing discrimination, with services provided limited to training, counseling, mediation, and dispute resolution.
- B. In 2008, the members of the Commission expanded to include the cities of Elk Grove, Rancho Cordova and Citrus Heights. These cities receive federal Community Development Block Grant (CDBG) funds and there is a requirement to affirmatively further fair housing as a condition of receiving these federal funds.
- C. Between FY 2008-09 and FY 2011-2012, all the member agencies provided funding to support the Commission. Due to revenue shortfalls and other reasons, after July 1, 2013 only the County was willing to provide continued funding support for the Commission.
- D. Based on the Analysis of Impediments to Fair Housing Choice reports in 2004 and 2011, numerous deficiencies with the Commission operations were noted, including problems with its complaint processing, investigative methodology, diminishing enforcement referrals, and failure to track results. Over time, the Commission’s delivery of services to address housing discrimination has diminished.
- E. In 2014, the cities of Elk Grove, Rancho Cordova and Citrus Heights withdrew as members of the Commission, and effective July 1, 2014 the Commission no longer provides services to the general public. The City and County as the remaining Members have decided to wind down the affairs of the Commission.
- F. Currently the City and County, along with the other cities in this region, provide referrals to other public and private organizations that offer housing discrimination counseling, mediation, and dispute resolution services. Because entities such as Pacific McGeorge Housing Mediation Clinic, Legal Services of Northern California, Disability Rights of California, and the State Department of Fair Employment and Housing provide assistance for housing discrimination matters, the Commission does not need to remain in existence to meet the requirement to affirmatively further fair housing.

- G. Although the liabilities of the Commission are not the liabilities of the City and County, the Parties have agreed to remain as Members to participate in funding the Commission's outstanding debt to the Public Employees Retirement System (PERS) over time to avoid or minimize the impact on the PERS benefits for the prior Commission employees if the Commission was dissolved because it has no assets.
- H. With the amendment of this Agreement, the City and County have approved the Commission Governing Board's appointment of the City Treasurer to serve as the caretaker of the Commission as it winds down its affairs and to make the annual PERS debt payments.

### **Agreement**

In consideration of the mutual promises contained herein, the Parties hereby agree to amend and restate the Joint Exercise of Powers Agreement as of August 1, 2014 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 for creation of the Commission was to promote the public health, safety, peace and tranquility within the County of Sacramento through eradication of housing discrimination.

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 two Directors from among its members; and
- ii. The Sacramento City Council shall appoint two Directors 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 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. 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.
- 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. Adopting an annual budget.
  - ii. Appointing the Executive Director.
  - iii. Appointing the Commission's General Counsel, if needed, or arranging for legal services.
- h. Compensation. Each Director shall serve without compensation.

#### 4. EXECUTIVE DIRECTOR

- a. Appointment of Executive Director. The City Treasurer shall serve as the Executive Director of the Commission at the pleasure of the Governing Board.
- b. General Duties and Responsibilities of Executive Director. The Executive Director shall be the only employee of the Commission as of October 31, 2014. The Executive Director shall perform duties and responsibilities prescribed by the Governing Board and shall:
  - i. Manage and administer the affairs of the Commission, pursuant to the direction of the Governing Board, which shall include terminating the existing employees and making the annual PERS payment.
  - ii. 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.
  - iii. Act as the Secretary to the Governing Board and cause all minutes and records of actions to be properly recorded and maintained.

c. Compensation. The Executive Director shall not be entitled to receive any pay or benefits to serve as the Executive Director of the Commission.

5. APPROVAL OF COMMISSION BUDGET.

Prior to the commencement of Fiscal Year 2014-2015 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.

6. TREASURER AND AUDITOR.

a. The Director of Finance of the County of Sacramento shall serve as the Treasurer and Auditor of the Commission.

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

7. 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 22, 2008. 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 obligations of the Commission. The original agreement was adopted May 19, 1981 and amended on August 6, 1991, December 14, 1993, July 26, 1994, November 26, 1996, January 14, 1997 and January 22, 2008.

8. TERMINATION OF AGREEMENT.

The Parties agree that once the liabilities of Commission for the Public Employees Retirement System (PERS) accrued benefits for the prior Commission employees has been fully paid, then this Agreement shall terminate and the Commission shall no longer be in existence as of the date that the final PERS payment is made.

9. COUNTERPARTS.

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

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement on the date first set forth above.

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

By \_\_\_\_\_  
County Executive

By \_\_\_\_\_  
Clerk of the Board of Supervisors

APPROVED AS TO FORM

By \_\_\_\_\_  
County Counsel

CITY of SACRAMENTO,  
a municipal corporation

By \_\_\_\_\_  
City Manager

ATTEST

By \_\_\_\_\_  
Assistant City Clerk

APPROVED AS TO FORM

By \_\_\_\_\_  
Senior Deputy City Attorney