

AGREEMENT

THIS AGREEMENT, made and entered into this 12TH day of SEPT. 2006 by and between the CITY OF SACRAMENTO, a municipal corporation, (Hereinafter "City"), and the Human Rights/Fair Housing Commission (Hereinafter "Recipient):

WHEREAS, the Human Rights/Fair Housing Commission has agreed to provide services to protect and monitor human rights and fair housing to persons within the City and County of Sacramento, and;

WHEREAS, the City Council by action taken on JUNE 13, 2006 as part of the approved budget has agreed to pay the Recipient a total of One hundred thirty three thousand one hundred (\$133,100) for the period of July 1, 2006 – June 30, 2007 which payment shall be made as follows:

1. The City will pay Recipient the amount of \$133,100 upon signing of this agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is hereby covenanted and agreed as follows:

1. Recipient agrees to provide services as described in attachment A.
2. Recipient agrees to use the funding for the purposes described herein and recipient hereby agrees to use said funds exclusively for the purposes described herein.
3. Recipient further agrees that the Director of Finance, or designee, shall at all times have access to the books, records, and accounts kept by Recipient in connection with all sums expended and services provided under this Agreement, for the purpose of making an audit of all expenditures made and services delivered by Recipient in the performance of this Agreement.
4. Recipient certifies that any goods or services provided and any persons employed pursuant to this Agreement shall be without discrimination based on sex, color, race, religion, national origin, ancestry, handicap or sexual orientation.
5. Recipient and the agents and employees for Recipient, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the City.

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- 6. Recipient shall assume all responsibility for its activity and operations; shall bear all losses and damages directly or indirectly resulting to it, to the City and to City employees, that are the result of the performance or character of the operation, unforeseen difficulties, accidents, occurrences, or other causes not predicated on active of the City.
- 7. Recipient shall assume the defense of, and indemnify and hold harmless the City and its officers and employees from all claims, loss, damage, injury, and liability of every kind, nature, and description, including punitive damage and attorney's fees reasonably incurred, directly or indirectly arising from the performance of Recipient's operations under this Agreement.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the day and year first above written.

CITY OF SACRAMENTO, A
Municipal Corporation

HUMAN RIGHTS/FAIR HOUSING
COMMISSION

By: *[Signature]*
CITY MANAGER
for

By: *[Signature]*
EXECUTIVE DIRECTOR

APPROVED AS TO FORM:

ATTEST:

By: *Lawrence J. Duran*
CITY ATTORNEY

By: *S. Mujumdar 9-15-06*
ASST CITY CLERK

ATTACHMENT A

Vision Statement for the Human Rights/Fair Housing Commission

To eradicate discrimination and promote tolerance of diverse cultures, mores, lifestyles, and beliefs of the peoples of this community in order to achieve harmony and realize equal opportunity.

Mission statement for the Human Rights/Fair Housing Commission

To Service the needs of all residents relating to racial tension and/or discrimination in a timely and efficient manner.

Commission outcomes

1. The Community knows how to become aware of their civil rights
2. Housing discrimination and civil rights violations are resolved at the lowest level.
3. Community members treat one another fairly and equitably in accordance with their civil rights.

Annual Outcome Performance Measures

Total number of individuals assisted through the Tenant/Landlord Hotline **calls: 4,320**

Total number of individuals assisted with Brief Services (short term mediations) and resolve issues at the lowest level **calls: 300.**

Total calls to automated phone system (Repartee) weeknights, holidays and weekends; numbers will be reported countywide.

Total number of habitability/substandard/nuisance housing cases mediated or litigated **4.**

Total number of community based meetings, city department meetings regarding human rights and fair housing issues **60.**

Total number of printed materials distributed to the community and others regarding human rights and fair housing issues **25,000.**

Total number of education and outreach events, activities, training and presentations regarding human rights and fair housing issues **24.**

Total number of boards/commissions that staff will serve as members of **6.**

Reporting requirements

The Commission will provide monthly reports to the City Manager of all funded activity and a detail summary of performance measures.

Commission staff will meet with the City Manager quarterly to discuss the reports, issues or concerns regarding the scope of services.

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RESOLUTION NO. 2006-674

Adopted by the Sacramento City Council

September 12, 2006

**SERVICE AGREEMENT: HUMAN RIGHTS/FAIR
HOUSING COMMISSION FY 2006-2007**

BACKGROUND

- A. The Human Rights/Fair Housing Commission is a Joint Powers Authority of the City of Sacramento and the County of Sacramento. Funding is provided from the City, the County, the Sacramento Housing and Redevelopment Agency (SHRA) the Small Claims Court Advisory Clinic and other sources.
- B. As part of the development of the FY 2005-06 budget, staff met with Commission, County and Agency staff to evaluate all Commission programs on cost, services provided and effectiveness. As a result, staff recommended funding support of \$133,100. Staff is recommending the same level of funding for FY 2006-2007, which is included in the budget.

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

Section 1. The City Manager is hereby authorized to execute the Human Rights/Fair Housing Commission Agreement for Fiscal Year 2006-2007 in the amount of \$133,100.

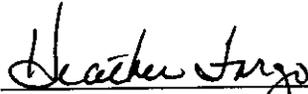
Adopted by the City of Sacramento City Council on September 12, 2006 by the following vote:

Ayes: Councilmembers, Cohn, Fong, Hammond, Pannell, Sheedy, Tretheway, Waters, and Mayor Fargo.

Noes: None.

Abstain: None.

Absent: Councilmember McCarty.



Mayor, Heather Fargo

Attest:


Shirley Concolino, City Clerk