



REPORT TO COUNCIL

City of Sacramento

915 I Street, Sacramento, CA 95814-2604
[www. CityofSacramento.org](http://www.CityofSacramento.org)

STAFF REPORT
November 6, 2007

**Honorable Mayor and
 Members of the City Council**

Subject: Service Agreement: Human Rights/Fair Housing Commission
 FY2007/2008 and One Year Renewal For Human Rights/Fair
 Housing Executive Director Employment Agreement

Location/Council District: Citywide

Recommendation: Adopt (1) a **Resolution** authorizing the City Manager to execute the Human Rights/Fair Housing Commission Service Agreement for the period covering FY2007/2008; and (2) a **Resolution** authorizing the City Manager to execute Supplemental No. 1 to City Agreement 2003-0163 with Barbara Lehman for Services as Executive Director, Human Rights/Fair Housing Commission for one year.

Presenter: Russell Fehr, Finance Director, 808-5832

Contact: Aaron Chong, Sr. Management Analyst, 808-6762

Department: Finance

Division: Administration

Organization No: 1111

Description/Analysis

Issue: Each year, the City of Sacramento and the County of Sacramento fund the Human Rights/Fair Housing Commission (Commission), a joint powers authority (JPA). Funding for the Commission is provided from the City, the County, the Sacramento Housing and Redevelopment Agency (SHRA), the Small Claims Court Advisory Clinic, and other sources. An agreement must be in place before the funding is released.

The City Council and the County Board of Supervisors, with recommendation from the City Manager and the County Executive, jointly appoint the Human Rights/Fair Housing Commission's Executive Director. The JPA identifies that an employment agreement shall exist between the Executive Director and the Commission, exercised on behalf of the Commission by the Board of Supervisors and City Council, subject to termination with cause, or without cause with proper notice.

The Executive Director of the Human Rights/Fair Housing Commission oversees the day to day operations of the organization and provides these services through an employment contract. The recommendation of this action is to extend the existing employment contract for one year beginning October 1, 2007 to October 1, 2008. This renewal recommendation has been reviewed by the City Attorney's office.

Currently, Commission staff has been working with the elected officials of the newly incorporated cities and the County to expand the JPA to include expanded seats on the Governing Board to those cities that provide funding to the Commission for services. The City of Sacramento and the County of Sacramento are meeting with Commissioners to resolve the issue of membership of elected officials who comprise the newly formed Governing Board.

It was expected that Council's consideration of the organizational change regarding the expanded Commission would include the approval of the Executive Director's contract and the FY07/08 Commission funding; however, the execution of the revised JPA has not been as timely as Commission staff had anticipated. Therefore, Commission staff will be bringing a separate report to update and brief the City Council on the proposed expansion of the Governing Board in approximately thirty days.

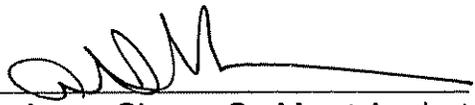
Policy Considerations: Approval of this agreement will release funding for various programs currently being offered by the Commission in the City of Sacramento.

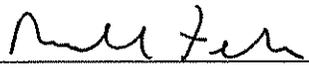
Environmental Considerations: None. Under California Environmental Quality Act (CEQA) guidelines, continuing administrative activities do not constitute a project and are therefore exempt from review.

Rationale for Recommendation: As part of the development of the FY2007/08 budget, staff met with Commission and County and SHRA staff to evaluate all Commission programs regarding cost, services provided and effectiveness. An \$11,000 increase to reflect increased cost of living was included in the Approved FY2007/08 budget, bringing total City funding support to \$144,100.

Financial Considerations: Funding for this agreement is included in the FY2007/08 budget. Changes to this budget must be considered and approved during the City's annual budget process.

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

Respectfully Submitted by: 
Aaron Chong, Sr. Mgmt Analyst

Approved by: 
Russell Fehr, Finance Director

Recommendation Approved:


for Ray Kerridge
City Manager

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ATTACHMENT 1

BACKGROUND

- A. The Human Rights/Fair Housing Commission (Commission) is a Joint Powers Authority of the City of Sacramento and the County of Sacramento. Funding for the Commission 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 FY2007/08 budget, staff met with Commission and County and SHRA staff to evaluate all Commission programs regarding cost, services provided and effectiveness. As a result, the FY 2007/08 Approved Budget includes \$144,100, to support Commission activities in the City, an increase of \$11,000 reflecting a cost of living funding increase. This is the first funding increase since FY2005-06.
- C. As part of its reporting requirements, the Commission will provide reports to the City on all funded activity and a detailed summary of performance measures. In addition, the Commission staff will meet with City staff quarterly to discuss reports, issues and/or concerns.
- D. The City Council and the County Board of Supervisors, with recommendation from the City Manager and the County Executive, jointly appoint the Human Rights/Fair Housing Commission's Executive Director. The JPA identifies that an employment agreement shall exist between the Executive Director and the Commission, exercised on behalf of the Commission by the Board of Supervisors and City Council, subject to termination with cause, or without cause with proper notice.

RESOLUTION NO.

Adopted by the Sacramento City Council

**SERVICE AGREEMENT: HUMAN RIGHTS/FAIR HOUSING COMMISSION
2007-2008**

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, and the Small Claims Court Advisory Clinic and other sources.
- B. Funding support of \$144,100 was included in the FY2007/08 Approved 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 FY2007/2008 in the amount of \$144,100.

RESOLUTION NO.
Adopted by the Sacramento City Council

EMPLOYMENT AGREEMENT: ONE YEAR RENEWAL FOR HUMAN RIGHTS/FAIR HOUSING EXECUTIVE DIRECTOR

BACKGROUND

- A. The County of Sacramento and City of Sacramento have entered into a Joint Powers Agreement in support of the Human Rights/Fair Housing Commission, hereafter Commission, to promote the public health, safety, peace and tranquility of the Sacramento Community; and,
- B. The City Council and the County Board of Supervisors, with recommendation from the City Manager and the County Executive, jointly appoint the Human Rights/Fair Housing Commission's Executive Director.
- C. The Commission is in need of the services of an Executive Director to manage and administer the affairs of the Commission in pursuit of its goals, and,
- D. Barbara Lehman has served as the Commission's Executive Director in a capable and competent manner.

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

Section 1. The City Council authorizes the City Manager to execute Supplemental No. 1 to City Agreement 2003-0163 with Barbara Lehman for the position of Human Rights/Fair Housing Executive Director for one year.

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.

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ 2007 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 _____, 2007 as part of the approved budget has agreed to pay the Recipient a total of One hundred forty-four thousand one hundred (\$144,100) for the period of July 1, 2007 – June 30, 2008, which payment shall be made as follows:

1. The City will pay Recipient the amount of \$144,100 for the period, as defined above, 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 City Manager, 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.
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 _____
CITY MANAGER

By _____
EXECUTIVE DIRECTOR

APPROVED AS TO FORM:

ATTEST:

By _____
CITY ATTORNEY

By _____
CITY CLERK

AMENDMENT TO EMPLOYMENT AGREEMENT
WITH BARBARA LEHMAN

THIS AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____ 2007, by and between the COUNTY OF SACRAMENTO and the CITY OF SACRAMENTO, both political subdivisions of the State of California, hereinafter referred to as "GOVERNING AUTHORITIES", and BARBARA LEHMAN, hereinafter referred to as "CONSULTANT".

RECITALS

WHEREAS, the GOVERNING AUTHORITIES and CONSULTANT have previously entered into an Agreement on September 16, 2003 to provide employment services in the capacity of the Human Rights/Fair Housing Executive Director; and,

WHEREAS, the parties hereto desire to amend the AGREEMENT to extend the contract term for one year; and,

WHEREAS, it is necessary to formally amend said Agreement to extend the service completion date; and,

NOW, THEREFORE, the Agreement is amended as follows:

1. The Agreement shall be for the term beginning October 1, 2007 and ending September 30, 2008. This amendment shall be attached to the original Agreement dated September 16, 2003 and shall be incorporated therein by reference.
2. All other terms and conditions as outlined in Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to the Agreement to be duly executed as of the day and year first written above.

Board of Supervisors and City Council acting on behalf of the Commission

By _____
County Executive

By _____
City Manager

APPROVED AS TO FORM

APPROVED AS TO FORM

By _____
County Counsel

By _____
City Attorney

ATTEST

ATTEST

Clerk of the Board of Supervisors

City Clerk

By _____
Barbara Lehman

