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OFFICE OF THE
CITY MANAGER

CITY OF SACRAMENTO
CALIFORNIA

CITY HALL
ROOM 101
915 I STREET
SACRAMENTO, CA
95814-2684

916-449-5704
FAX 916-449-8618

August 22, 1991

City Council
Sacramento, California

Honorable Members In Session:

**SUBJECT: HUMAN RIGHTS/FAIR HOUSING COMMISSION INCREASED POWERS -
AMENDMENTS TO JOINT POWERS AGREEMENT**

LOCATION AND COUNCIL DISTRICT

Citywide

SUMMARY

This report recommends that the City Council approve the proposed changes in the Joint Powers Agreement for the Human Rights/Fair Housing Commission which increase enforcement powers and makes other changes, as approved by the Sacramento County Board of Supervisors on August 20, 1991.

STAFF RECOMMENDATION

It is recommended that the City Council approve the changes to the Joint Powers Agreement forming the Human Rights/Fair Housing Commission which increase enforcement powers and makes other changes as approved by the Sacramento County Board of Supervisors on August 20, 1991.

TABLE OF CONTENTS

Page Number

1 Summary

1 Staff Recommendation

3 Background

4 Financial Consideration

4 Policy Consideration

5 MBE/WBE Efforts

6 County Staff Report
Police Issues

Discussion.....6

11 Draft Joint Exercise of Powers Agreement
for Human Rights/Fair Housing Commission

17 Memorandum from Robert Dresser to
Sacramento County Board of Supervisors

20 Current Joint Powers Agreement for
Human Rights/Fair Housing Commission

30 City Attorney's Memorandum regarding
Joint Powers Agreement

BACKGROUND

The issue of the possible increase in enforcement powers for the Human Rights/Fair Housing Commission first came before the City Council on June 5, 1990. The request to increase the Commission's anti-discrimination powers were in response to a Commission audit entitled, "Housing Discrimination in Sacramento County". In this report, it was found that a finding of 63% discrimination in housing against families with children in Sacramento during the period of the audit.

In May of 1990, the City's Transportation and Community Development Committee supported the concept of the increased enforcement powers for the Human Rights/Fair Housing Committee. The Sacramento County Board of Supervisors acted in late May of 1990 to support the concept of increasing the enforcement powers for the Commission with the implementation details to be worked out between City and County staff and the Human Rights/Fair Housing Commission. On June 5, 1990 the Sacramento City Council acted to approve conceptually the idea of increasing the enforcement powers of the Human Rights/Fair Housing Commission. City staff was requested to work with County staff and the Human Rights/Fair Housing Commission in developing the most appropriate mechanism to implement these new powers.

Since City Council action on June 5, 1990, City staff has been involved in numerous meetings regarding the issue of implementing the increased powers for the Human Rights/Fair Housing Commission. Additionally, periodic off-agenda reports on the status of this item have been provided to City Council. Deputy City Manager David Martinez and Deputy City Attorney Diane Balter have been the City's representatives in working with representatives from the County Executive's Office and the County Counsel's Office.

As was reported in the December 13, 1990 off-agenda staff memorandum from David R. Martinez to City Council Members, at the suggestion of County Counsel Lee Elam, the idea of having the Sacramento County District Attorney's Office take the lead role in implementing the new enforcement powers for the Human Right/Fair Housing Commission has been the agreed upon approach at the staff level. It was this same concept that was brought before the Board of Supervisors for action at their August 20, 1991 meeting.

At the request of former County Executive Brian Richter, the County Counsel was asked to take the lead in amending the Joint Powers Agreement to incorporate the increased powers. Additionally, at the request of the County Board of Supervisors, Mr. Elam also made additional changes to the Joint Powers Agreement. These changes concern matters such as the appointment of the Executive Director of the Human Rights/Fair Housing Commission and the removal process for Human Rights/Fair Housing Commissioners. Attached is a memorandum from the City Attorney's Office regarding these additional changes as well as a memorandum from the current Chair of the Human Rights/Fair Housing Commission regarding his position on these issues.

The City Manager's Officer has supported the increased powers request and has been neutral on the other requested changes to the Joint Powers Agreement which were requested by the County Board of Supervisors.

At the County Board of Supervisors meeting of August 20, 1991 where the increased powers and other changes to the Joint Powers Agreement were approved, Deputy City Manager David R. Martinez testified before the Board and provided an update on prior City action. The Board was advised of the conceptual approval of the increased powers as well as the fact that the City Council had not reviewed the other proposed changes being suggested by the County Board of Supervisors. However, City staff did not oppose these changes and were neutral on that issue. Additionally, it was suggested that a status report be completed on the use of the new subpoena powers after a one year period. The Board of Supervisors agreed with this suggestion.

FINANCIAL CONSIDERATIONS

In order to fulfill the additional responsibilities, the District Attorney's Office has estimated that one attorney and some office assistance will be necessary. This cost is estimated to be approximately \$100,000.

Sacramento County is currently involved in their budget process. Funding for the additional costs associated with this activity are being reviewed as part of the budget process. The City of Sacramento will be asked to share a portion of these costs as well as the Sacramento Housing and Redevelopment Agency.

After the County completes its budget deliberations, staff will come back to the City Council with a request for support for the City's share of the contribution to fund this new activity.

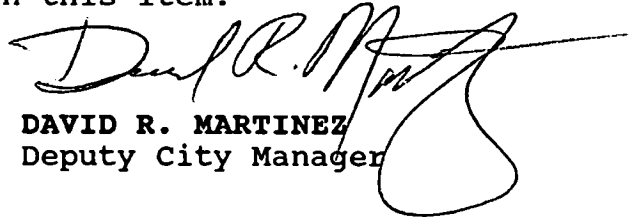
POLICY CONSIDERATIONS

The amendments to the Joint Powers Agreement involves several policy considerations. As a matter of policy, the City Council has already gone on record supporting the increased powers. Implementation of the increased powers through the District Attorney's Office would be consistent with this prior actions.

Other policy considerations relate to the issue of the procedure for the hiring of the Executive Director of the Human Rights/Fair Housing Commission as well as the procedures for removal of Human Rights/Fair Housing Commissioners. The County Board of Supervisors are requesting that the City approve their new policy initiatives in this area.

MBE/WBE EFFORTS

There are no MBE/WBE issues in this item.



Handwritten signature of David R. Martinez in black ink, featuring a large, stylized loop at the end.

DAVID R. MARTINEZ
Deputy City Manager

Recommendation Approved:



Handwritten signature of Walter J. Slipe in black ink, written in a cursive style.

WALTER J. SLIPE
City Manager

FOR MORE INFORMATION CONTACT:
David R. Martinez
Deputy City Manager
449-5704

RECEIVED

JUL 29 1991

COUNTY OF SACRAMENTO

Inter-Department Correspondence

City Attorney's Office

July 26, 1991

To: Chairperson and Members
Board of Supervisors

From: L. B. Elam
County Counsel

Subject: Human Rights/Fair Housing Commission
Enforcement Powers - JPA Agreement
Agenda - July 30, 1991 - Item No. 50

POLICY ISSUES

Enclosed herewith for consideration by the Board of Supervisors on July 30, 1991, is a draft of a new agreement between the City and County providing for the Human Rights/Fair Housing Commission, and prescribing its powers and duties. On July 30, policy direction is requested concerning various terms and conditions of the draft. Based upon that policy direction, a final form contract will be presented for Board approval on August 6, 1991.

DISCUSSION

The Human Rights/Fair Housing Commission has existed as a joint powers authority for approximately 20 years. The current agreement between the City and County under which it operates was last amended in 1981. That agreement assigns as the Commission's primary task, the addressing of housing discrimination on the basis of race, religious preference and sex. The Commission possesses no enforcement powers. It fulfills its mission primarily through mediation, conciliation and education.

Two years ago, the Commission requested the Board of Supervisors and City Council to confer enforcement powers upon it. The Board and Council tentatively endorsed the proposal, and referred it to staff for review. Thereafter, discussions between staff and the Commission revealed additional desires. The Commission is also interested in expanding its anti-discrimination

focus and enforcement activities beyond housing into other social and economic arenas, and broadening the types of discrimination addressed beyond sex, race, and religious preference.

All of the foregoing objectives are embodied in the enclosed draft agreement as follows.

1. The types of discrimination which the Commission would be empowered to address and seek to eradicate through enforcement are: race, religion, sex, sexual preference, familial status, handicapped condition and age (Para. 6).

2. The activities with respect to which the Commission would seek enforcement to eradicate discrimination would include: housing, employment, access to public or commercial goods and services, and admission to civic, social or cultural associations or activities (Para. 6).

3. Enforcement proceedings could be undertaken under any Federal or California statutory or common law authority (Para. 6).

4. With advance approval by the District Attorney, the Board of Directors of the Commission would be empowered to issue subpoenas in any action or proceeding before it. The District Attorney would represent the Commission in any proceeding relating to enforcement of such a subpoena (Para. 7-a).

5. The Commission would be empowered to request enforcement action by the District Attorney, and with the consent of the District Attorney, become a party plaintiff in any enforcement litigation which the District Attorney institutes. The District Attorney would provide legal representation to the Commission in connection with any enforcement litigation to which the Commission becomes a party in the manner indicated (Para. 7-b).

6. The Board of Directors would be empowered to file housing discrimination complaints with the State Department of Fair Employment and Housing, without advance approval by the District Attorney or any other County or City official. However, the Commission would not be authorized to file a lawsuit to address discrimination following action by the State Department (Para. 7-c).

It is my understanding that the Commission agrees with and endorses all of the provisions described above.

However, the enclosed draft agreement also contains a variety of other changes in the existing joint powers authority contract. These other changes are detailed below. The Commission objects to the following changes. Its objections and reasons are embodied in the enclosed July 23, 1991 memorandum by Robert Dresser, Chair of the Board of Directors.

1. Under the existing JPA contract, seven members of the Board of Directors are appointed by the Board of Supervisors and seven members by the City Council for two year terms. Under the contract, these appointees may be removed during their terms of office only for cause.

The enclosed draft agreement would provide that the Board of Supervisors and City Council appointees serve at the pleasure of the appointing authority, and may be removed during their terms without cause (Para. 3). During 1982-83, the Board of Supervisors directed revision of a variety of resolutions, ordinances, etc. under which boards and commissions are appointed for the purpose of providing that the appointees serve at the pleasure of the Board of Supervisors.

The enclosed draft includes terms consistent with that policy direction. Whether the appointees serve at the pleasure or may be removed only for cause is a policy question. The language can be revised to provide "for cause" protection to the appointees if the Board of Supervisors so desires.

2. The existing contract permits action by the Board of Directors of the Commission to be taken by the affirmative vote of a majority of a quorum. That means that as few as five of the fifteen members of the Board of Directors may take action in the name of the Commission, depending upon meeting attendance.

The enclosed draft requires all Commission actions to be taken by affirmative vote of not less than eight members of the Board of Directors (Para. 4). The new agreement will delegate governmental, as distinguished from simply advisory, powers to the Commission. The City Council and Board of Supervisors are required to act by an absolute majority vote, not a majority of a quorum.

The vote required to take action constitutes another policy issue. It could be a majority of a quorum (5 votes), an absolute majority (8 votes), or some other prescribed number of votes.

3. The current contract restricts commercial interests represented on the Board of Directors of the Commission to "real estate." As noted above, the discrimination fighting interest of the Commission would be broadened beyond housing and real estate, into a variety of economic and social community activities.

The enclosed agreement provides that the four members appointed by the Board of Supervisors and City Council to reflect commercial interests, may be representative of landlords, the lending community, real estate industry, chamber of commerce or other similar trade or commerce-oriented organizations (Para. 3).

Whether the illustrative representational commercial interests should be broadened, and even whether there should be any representation from commerce, constitutes another policy question.

4. The Executive Director of the Commission would be recruited, selected and appointed jointly by the County Executive and City Manager, subject to concurrence by the City Council, Board of Supervisors and Board of Directors of the Commission (Para. 5).

This provision was added to the draft at the express direction of the Board of Supervisors. It is also a question of policy whether the Board of Supervisors and City Council or Board of Directors should have final authority over the appointment.

5. Finally, the current contract does not prescribe the form of employment of the Executive Director.

The enclosed agreement would require any Executive Director employed following the date of the agreement to be hired by contract, not to exceed a four year term, subject to mid-term cancellation pursuant to conditions prescribed by the contract (Para. 5). This term is consistent with a policy decision made by the Board of Supervisors earlier this year to hire chief executive officials of various County-related entities by contract.

Again, the question is one of policy, not law. The Board acted earlier this year on the basis of a recommendation by this Office that a contractual relationship is more protective of the interests of both the administrator and the governmental employer than at-will employment is. It should be noted that the enclosed draft does not require the existing Executive Director to be hired by contract, but does provide that he serve at the pleasure of the Board of Directors. There is no reason why the term could not be revised to provide for contractual employment of the current Executive Director should that be the desire of the policy makers.

Chairperson and Members
Board of Supervisors

-5-

July 26, 1991

The District Attorney has reviewed the enclosed draft, and is in agreement with and approves those terms applicable to him.



L. B. ELAM

LBE:wp

Enclosure

cc: Bob Smith, County Executive

Steve White, District Attorney

Robert Dresser, Chairman
Human Rights/Fair Housing Commission

Eric Vega, Executive Director,
Human Rights/Fair Housing Commission

Diane Baulter
Deputy City Attorney

D R A F T

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 1st day of July, 1991, 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."

W I T N E S S E T H

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, morality and nonviolent 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 social, economic and political 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 hereby 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 or obligations of any party to this Agreement.

3. Board of Directors. The Commission shall be governed by a Board of Directors consisting of fifteen members.

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

Seven members shall be appointed for two-year terms by, 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 and may be removed during the term solely for cause, by the remaining fourteen members of the Board of Directors.

Five of the seven members appointed by the City Council and five of the seven members appointed by the Board of Supervisors shall, by virtue of experience, training or affiliation, be concerned with human rights, fair housing, intergroup harmony and/or civic peace. Two of the seven members appointed by the City Council and two of the seven members appointed by the Board of Supervisors shall be representatives of Landlords, the Lending Community, Real Estate Industry, the Chamber of Commerce or similar trade or commerce-oriented organizations. The member appointed by the fourteen remaining members of the Board of Directors shall be a youth.

4. Board of Directors Meetings. The Board of Directors of the Commission shall schedule and conduct regular meetings not less frequently than one each month. All meetings of the Board of Directors 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 Board of Directors shall be effective unless it receives the affirmative votes by not less than eight members. A quorum for the transaction of business shall constitute eight members.

b. The Board of Directors may provide for the compensation of its members for the attendance of meetings at rates which do not exceed \$30.00 per meeting, per member, total monthly compensation not to exceed \$60.00 per member.

5. Executive Director. The Commission shall employ 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, subject to direction and control by the Board of Directors, manage and administer the affairs of the Commission; appoint, subject to ratification by the Board of Directors, all subordinate personnel; be the Secretary to the Board of Directors and cause to be kept all minutes and records of actions by the Board of Directors; and shall be the custodian of all records of the Commission.

Each Executive Director employed following the date of this Agreement, shall be recruited, selected and appointed jointly by the County Executive and City Manager, subject to concurrence by the City Council, Board of Supervisors, and Board of Directors. The Executive Director shall be employed by contract made in the name of the Commission; which is approved by the Board of Directors, City Council and Board of Supervisors; for a term not to exceed four years; subject to mid-term cancellation under such conditions as are prescribed by the contract; regulating compensation and all other terms and conditions of employment; renewable at the discretion jointly of the Board of Directors, City Council and Board of Supervisors; and the Executive Director shall be vested with no tenure, job security or employment entitlement except as expressly provided by the contract.

The person who is employed as Executive Director on the date of this Agreement shall serve at the pleasure of and may be dismissed from employment without cause by the Board of Directors.

6. Programmatic Powers. The Commission shall address, analyze, measure, 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 Board of Directors 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; and

g. 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.

As used in this Paragraph and 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, sex, sexual preference, familial status, handicapped condition, and age; in relation to any deprivation 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-g 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 a City under Government Code Section 37104 et seq., the Board of Directors of 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, who, if such approval is granted, shall provide 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 Board of Directors and the Chairperson thereof shall, respectively, be vested with the same powers as a City Council and Mayor under the provisions of Government Code Section 37104 et seq.

b. The Board of Directors of the Commission may refer to and request the Sacramento County District Attorney to file and prosecute litigation for the purpose of alleviating discrimination; and may, by and with the consent of the District Attorney, make the Commission a party plaintiff to such litigation. If such consent is granted by the District Attorney, the District Attorney shall represent the Commission as legal counsel in any such litigation.

c. The Board of Directors may file in the name of the Commission a verified complaint alleging housing discrimination with the State Department of Fair Employment and Housing pursuant to the provisions of Government Code Section 12980(a). Neither the Board of Directors nor any officer or other agent of the Commission shall be authorized to file a civil action in the name of the Commission or otherwise pursuant to the provisions of Government Code Section 12980(d).

8. Financial Powers. The Board of Directors shall adopt 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 by the Board of Directors or any officer of the Commission except in accordance with the budget.

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, but, except as otherwise expressly authorized by Paragraph 7, may not file or otherwise bring suit without advance approval by the City Council and Board of Supervisors.

The Commission may enter into contracts obligating funds of the Commission, but only in connection with expenditures identified in its budget.

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 May 19, 1981, 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 purposes 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 this 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 _____
WALTER L. SLIPE
City Manager

ATTEST: _____
City Clerk

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

By _____
Chairperson, Board of Supervisors

ATTEST: _____
Clerk of the
Board of Supervisors

j/p agmt [147]

**HUMAN RIGHTS/FAIR HOUSING COMMISSION
2131 CAPITOL AVENUE, SUITE 206
SACRAMENTO, CALIFORNIA 95816
(916) 444-6903**

MEMORANDUM

TO: SACRAMENTO COUNTY BOARD OF SUPERVISORS

FROM: ROBERT DRESSER, CHAIR
HUMAN RIGHTS/FAIR HOUSING COMMISSION

DATE: JULY 23, 1991

SUBJECT: JOINT POWERS AGREEMENT

The Human Rights/Fair Housing Commission has reviewed the proposed revisions to the Joint Powers Agreement (JPA) dealing with both Commission operation and increased powers. Commissioners have appreciated the active assistance of County Counsel (Counsel).

Sections of the proposed JPA strengthen the ability of the Commission to address problems of discrimination in Sacramento. Historically, the Commission has lacked the power to make a respondent acknowledge discrimination complaints made against them. Counsel's revisions in sections 6 and 7 clearly explain our role and detail the new mechanisms available to the Commission for achieving our objectives. The ability to issue subpoenas and file sole complaints will greatly enhance the Commission's ability to carry out our mandate. We understand these powers are not lightly conferred but are instead consciously authorized for the purpose of reducing discrimination and promoting improved community relations in Sacramento.

The sections referred to above reflect the content of our discussions with Counsel. However, the other revisions proposed by Counsel do not reflect the Commissioners' thinking in this matter. The Commission believes these additional revisions will undermine the autonomy and uniqueness of our agency. As Counsel has noted, the new Agreement will delegate governmental, as distinguished from simply advisory, powers to this Commission. Commissioners feel this extension of power underscores

our special nature and generally justifies our position that HR/FHC need not necessarily conform to uniform rules imposed on other Commissions.

The Commission has a special role to play in the Sacramento community. For many people it is the single most accessible source for critical legal information. It actively works to settle disagreements between antagonistic individuals and groups within our community. We believe Sacramentans view our agency as the embodiment of policy concerns dealing with prejudice and discrimination. The composition of the Commission mirrors that notion. Commissioners bring a wide spectrum of knowledge and experience dealing with civil rights issues. This expertise shapes a popular perception of the Commission as a special group of appointees who are independent in their inquiries and effective in solving problems.

Both the existing JPA and the contractual Agreement the Commission maintains with the Sacramento Housing and Redevelopment Agency specify that HR/FHC is a public entity related to, but separate from the City and County. Indeed, the bulk of our funding comes through Community Development Block Grant Money (CDGB) which defines our scope of services. Thus, under section 4 (l) of the current JPA, the Commission has the power to review and monitor compliance with affirmative action hiring programs of the City and County. If our role were construed to be simply an extension of the City or County, there would be no reason for section (l) since City or County personnel offices already follow affirmative action issues. Instead, we believe the Commission has always been recognized as an agency having wide latitude in addressing civil rights issues in Sacramento.

Although the substantive changes proposed by Counsel are relatively few, the Commission feels compelled to record our disagreement in more detail.

- 1) Section 3 of the proposed draft specifies that Commissioners "may be removed during their terms without cause by the Board of Supervisors." The Commission believes that at-will service undermines our credibility. Commissioners need to have the assurance that once on the Commission, they are free to investigate discrimination unfettered by collateral interests. The credibility of the Commission would be jeopardized if its function was perceived to be contingent on not exposing complex or controversial issues to close scrutiny.
- 2) Section 3 also expands the pool of interests that shall be represented on the Commission to include the Chamber of Commerce and trade associations. Currently the JPA requires some form of real estate industry

representation on the Commission. As mentioned above, our programs are in large part funded through CDBG. Our contract specifies that we maintain a programmatic emphasis on housing issues. Expanding the pool of "interests" would dilute the number of housing experts on the Commission and impair our effectiveness in dealing with housing problems.

- 3) The existing JPA permits action by the Commission where there is a majority of a quorum. Section 4 of the revised agreement would require that presence of at least eight members for Commission action. The Commission believes imposing an additional voting rule is cumbersome. Traditionally, the Commission has decided issues by consensus. The eight person requirement would encourage vote counting rather than consensus. As an example, if ten Commissioners constituted a quorum for business it would be possible for three Commissioners to obstruct all actions. The eight member requirement might also hinder business if there was mid-term retirement of Commissioners and the Board or Council took a lengthy time to reappoint.
- 4) Section 5 would require employment of the Executive Director by contract. The Commission would hire the Executive Director with the concurrence of the City Manager and County Administrative Office. The revision takes away the autonomy of the Commission to hire and fire its key manager. It would be improper for relatively detached city and county managers to become involved in personnel matters which the Commission understands in greater detail. Commissioners are in a better position to assess the nuances of historical and administrative needs that are particular to the Commission. It is necessary for the Executive Director to follow the policies of the Commission.

The Commission has discussed changes to the JPA over a long period of time. Commissioners are satisfied with the working relationship that has developed with the District Attorney's office. We believe those sections dealing with "increased powers" are adequately checked and balanced by the DA's involvement in the process. Attached are copies of the old and revised JPA.

Thank you for your consideration of the Commission's views.

82219

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

This Agreement dated for convenience as of May 19, 1981 is between the CITY OF SACRAMENTO, a municipal corporation, duly authorized and existing under the laws of the State of California, hereinafter called the "City", and the COUNTY OF SACRAMENTO, a subdivision of the State of California, hereinafter called the "County";

WHEREAS, the City and County are each authorized to foster better intergroup relations by studying, developing, and administering human rights and fair housing programs aimed at the elimination of prejudice, intolerance, discrimination against any person or group because of their race, color, religion, national origin, or sex; and to promote equal opportunity in employment, housing, and education;

WHEREAS, the City and County are of the opinion that there should be established within the City and County a Human Rights/Fair Housing Commission for the foregoing purposes; and

WHEREAS, said Commission will serve and be a benefit to the inhabitants of the City and County;

NOW, THEREFORE, it is agreed as follows:

SECTION 1. Purpose.

This Agreement is made pursuant to the provisions of Article I, Chapter 5, Division 7, Title I of the Government Code of the State of California (commencing with Section 6500, hereinafter called the "Act") relating to the Joint Exercise of Powers common to the City and the County. The City and the County each possess the

City Agreement No. 80219

City Agreement No. 80219

powers referred to in Section 4 hereof. The purpose of this Agreement is to exercise such powers by and through a Human Rights/Fair Housing Commission. Such purpose will be accomplished, and said common powers exercised, in the manner hereinafter set forth and proportionate to the funding available for each function.

SECTION 2. Term.

This Agreement shall become effective as the date hereof and shall continue in full force and effect until terminated in writing pursuant to resolution by the governing body of either of the parties hereto as provided in Section 8.

SECTION 3. Commission.

A. Creation of Commission.

Pursuant to Section 6506 of the Act, there is hereby created a public entity separate from the parties hereto, to be known as "The Human Rights/Fair Housing Commission of the City and County of Sacramento" (hereinafter called the "Commission") and said Commission shall be a public entity separate and apart from the City and County. Its debts, liabilities and obligations do not constitute debts, liabilities or obligations of any party to the Agreement.

B. Governing Board.

Subject to the Memorandum of Understanding attached hereto and made a part hereof, the Commission shall be administered by a governing board of fifteen (15) members, each serving in his or her individual capacity as commissioner of the governing board. Seven (7) members of the Commission are to be appointed by the City Council for two-year terms. Any member so appointed may be removed during the member's term by the Council for cause. Seven (7) members are to be appointed for two-year terms by the Board of Supervisors which may, during the member's term, remove any member appointed by it for cause. Five (5) of the seven (7) members appointed by the Council and five (5) of the seven (7) members appointed by the Board shall be appointed for their concerns regarding human rights, fair housing, intergroup harmony, and civic

City Agreement No. 80219

peace. Two (2) of the seven (7) members appointed by the Council and two (2) of the seven (7) members appointed by the Board shall be representatives from the following groups: Landlords, Lending Community, and Real Estate Industry. One (1) youth member will be appointed by the Commission itself for a one-year term. The youth member may be removed during the member's term by the non-youth Commission members for cause. The Council shall fill any vacancy occurring among the members which it appoints, and the Board shall fill any vacancy occurring among the members which it appoints, and the Commission shall fill any vacancy occurring in the position for which it appoints. Commissioners may elect individually or jointly to be compensated for attending regular Commission meetings. Compensation shall be established by the Commission and shall be on a per-meeting-attended basis. In no case shall the per-meeting compensation exceed \$30.00 per meeting, nor shall total compensation in any one month exceed \$60.00.

C. Meetings of the Governing Board.

(1) Regular Meetings.

The Commission shall provide for its regular, adjourned regular, and special meetings. The dates upon which, and the hour and the place at which, any such meetings shall be held shall be fixed by resolution and a copy of such resolution shall be filed with each party hereto.

(2) Ralph M. Brown Act.

All meetings of the Commission, including, without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code).

(3) Minutes.

The Secretary of the Commission shall cause to be kept minutes of the meetings, both regular, adjourned regular, and special, and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each

member of the Commission and to the City and to the County.

(4) Quorum.

A majority of the Commission shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time.

SECTION 4. Powers.

The Commission shall have the following powers:

- (a) Engage in research and education for the purpose of lessening racial, religious, and sexual prejudices, and fostering attitudes among the various groups within the City and County of Sacramento which lead to civic peace and intergroup understanding;
- (b) Engage in research and education for the purpose of minimizing housing discrimination within the City and County of Sacramento;
- (c) Develop and administer programs and plans designed to promote the full acceptance of all citizens in the community in all aspects of community life;
- (d) Develop and administer programs and plans designed to promote equal housing opportunities for all citizens in the community;
- (e) Cooperate with and assist in coordinating on a City and County-wide basis the work of those community agencies engaged in fostering mutual understanding and respect among all men and women;
- (f) Cooperate with and assist in coordinating on a City and County-wide basis the work of those community agencies engaged in fostering equal housing opportunities, or in attempting to discourage discriminatory housing;
- (g) Cooperate with any City or County department in identifying and ameliorating human relations and housing problems with which they may be concerned;
- (h) Inquire into incidents of discrimination and incidents of tension and

CITY Agreement No. 80219

conflict among or between various groups within the City and County of Sacramento and to take action by means of conciliation, conference, persuasion, and public hearings to alleviate such tensions and conflicts;

- (i) Inquire into incidents of housing discrimination and take action by means of conciliation, conference, persuasion, and public hearings to alleviate such practices;
- (j) Advise and make recommendations to the City and County on activities within the community which promote intergroup harmony or disparage discrimination in housing, employment, and education;
- (k) Exercise the powers set forth in Article 10, Chapter 1, Part 1, Division 1 of Title 5 of the Government Code, including the hiring of employees as provided in Section 50263;
- (l) Review and monitor compliance with nondiscriminatory and affirmative action hiring programs of the City and County.

Said powers set forth in this Section shall be exercised in the manner provided in said Joint Powers Act, and except as expressly set forth herein, subject only to such restrictions upon the manner of exercising such powers as are imposed upon the County of Sacramento in the exercise of similar powers by any applicable statute of the State of California or the Charter of the County of Sacramento.

SECTION 5. Miscellaneous.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

To preserve a reasonable degree of flexibility, many parts of this Agreement are stated in general terms. It is understood that there will be operating memoranda executed and amended from time to time which will further define the rights and obligations of the parties.

City Agreement No. 11219

SECTION 6. Severability.

Should any part, term, or provision of this Agreement be by the courts decided to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions of provisions shall not be affected thereby.

SECTION 7. Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors to the parties.

SECTION 8. Termination.

Either party to this Agreement may terminate this Agreement by giving written notice to the other governing body. The termination shall be effective ninety (90) days following receipt of the notice of termination.

Upon termination, the public entity created by this 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.

SECTION 9. Former Agreement.

This agreement replaces in its entirety that certain Joint Exercise of Powers Agreement, City of Sacramento-County of Sacramento, The Human Rights Commission of the City and County of Sacramento, dated May 5, 1975, by and between the said City and County.

City Agreement No. 80219

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officials thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first written above.

(SEAL)

ATTEST: Suzanne Meyer
Clerk

CITY OF SACRAMENTO

BY: John E. Collet
ACTING MAYOR

(SEAL)

ATTEST: Betty E. Parker
Clerk

COUNTY OF SACRAMENTO

BY: Gene Collier

City Agreement No. 80219

MEMORANDUM OF UNDERSTANDING REGARDING
THE JOINT EXERCISE OF POWERS AGREE-
MENT BETWEEN THE CITY AND COUNTY OF
SACRAMENTO ESTABLISHING THE HUMAN
RIGHTS/FAIR HOUSING COMMISSION OF THE
CITY AND COUNTY OF SACRAMENTO

It is hereby agreed that Section 3, Subsection B of the above-mentioned Joint Powers Agreement will be interpreted as follows:

The governing body of the Human Rights/Fair Housing Commission shall be governed by a board of seventeen (17) members, each serving in his or her individual capacity as a Commissioner of the governing board, until such time that the number of non-mandated Commissioners has been reduced by two (2) due to attrition or failure to be reappointed.

A nonmandated Commissioner is one that is not mandated by the U.S. Department of Housing and Urban Development in their "New Horizons Fair Housing Assistance Project".

The intent of this memorandum is to allow current Commissioners of the Human Rights Commission the opportunity of continuing their Commission duties without concern over being displaced.

City Agreement No. 80219

RESOLUTION NO. 81-524

BE IT RESOLVED AND ORDERED that the Chairperson of the Board of Supervisors be and is hereby authorized and directed to execute

A JOINT EXERCISE OF POWERS AGREEMENT, in the form hereto attached, on behalf of the COUNTY OF SACRAMENTO, a political subdivision of the State of California, with _____

CITY OF SACRAMENTO for a

HUMAN RIGHTS/FAIR HOUSING COMMISSION

OF THE CITY AND COUNTY OF SACRAMENTO

and to do and perform everything necessary to carry out the purpose of this Resolution.

On a motion by Supervisor Johnson, seconded by Supervisor Collin, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Sacramento, State of California, this 19th day of May, 1981, by the following vote, to wit:

AYES: Supervisors, Bryan, Johnson, Sheedy, Collin
NOES: Supervisors, None
ABSENT: Supervisors, Smoley

Jean Collin

Chairperson of the Board of Supervisors of Sacramento County, California

FILED

(SEAL)

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, CA.

ATTEST:

Betty Spolan
Clerk of the Board of Supervisors

MAY 19 1981

MAY 19 1981

Jim Wickert BOARD OF SUPERVISORS
28

City Agreement No. 802219



**OFFICE OF THE
CITY ATTORNEY**

SHARON SIEDORF CARDENAS
CITY ATTORNEY

THEODORE H. KOBAY, JR.
ASSISTANT CITY ATTORNEY

SR. DEPUTY CITY ATTORNEYS:
SAMUEL L. JACKSON
WILLIAM P. CARNAZZO

**CITY OF SACRAMENTO
CALIFORNIA**

August 12, 1991

921 TENTH STREET
SUITE 700
SACRAMENTO, CA
95814-2717

PH. 916-449-5346
FAX 916-449-6755

DEPUTY CITY ATTORNEYS:
EVELYN M. MATTEUCCI
DIANE B. BALTER
RICHARD F. ANTOINE
TAMARA MILLIGAN-HARMON
RICHARD E. ARCHIBALD
TIMOTHY N. WASHBURN
SABRINA M. THOMPSON
JOSEPH McINERNEY
JOE ROBINSON
LESLIE R. LOPEZ

MEMORANDUM

TO: Mayor Rudin and Councilmembers

**FROM: Sharon Siedorf Cardenas, City Attorney
Diane B. Balter, Deputy City Attorney**

**SUBJECT: City-County Joint Powers Agreement re: Sacramento Human
Rights/Fair Housing Commission**

The purpose of this memorandum is to alert you to recent developments relating to the Sacramento Human Rights/Fair Housing Commission. The Sacramento County Board of Supervisors is currently considering a proposal to amend the City-County joint powers agreement which creates the Commission. The Commission opposes many of the changes which are before the Board. The City Council and the Board will have to mutually agree upon the terms of any new joint powers agreement, so we believe the City Council should be aware of the Board's pending action.

Approximately two years ago, the Sacramento Human Rights/Fair Housing Commission presented a report to the Sacramento County Board of Supervisors which demonstrated widespread housing discrimination within the County of Sacramento. The Board asked the Commission to recommend steps which could be taken to reduce discrimination.

Currently, the Commission seeks to reduce housing discrimination by mediating and conciliating between tenants and landlords. The success of these efforts depends upon voluntary participation by the landlords. In a report back to the Board of Supervisors and the City Council, the Commission recommended that it be given subpoena power to enhance its ability to obtain compliance with anti-discrimination laws. The Board and Council

Mayor Rudin and Councilmembers

RE: City-County Joint Powers Agreement re: Sacramento
Human Rights/Fair Housing Commission

August 12, 1991

Page 2

directed their staffs to work with the Commission to develop in full detail the subpoena proposal. The detailed proposal recommends that the District Attorney's office be the legal adviser for the Commission when it acts to exercise its subpoena power.

Granting subpoena power to the Commission requires amendment of the existing joint powers agreement between the City of Sacramento and the County of Sacramento which creates the Commission and outlines its powers.

The County Counsel has prepared a proposed new joint powers agreement. However, in addition to granting the Commission subpoena power and expanding the areas of discrimination which the Commission may investigate, the proposed agreement contains many new provisions which were not requested by the Commission and were not part of the Board and Council direction to staff. **The Human Rights/Fair Housing Commission has voted to oppose the following proposed changes:**

1. Under the existing joint powers agreement, seven members of the Commission are appointed by the Board of Supervisors and seven members are appointed by the City Council, all for two-year terms. These appointees may be removed during their terms only for cause. The proposal prepared by the County Counsel would provide that the appointees serve at the pleasure of the appointing authority and may be removed during their terms without cause.
2. Increasing the number of votes required for Commission action from a majority of a quorum (as few as five votes) to an absolute majority of the Commission membership (eight votes).
3. Expanding the commercial interests which the Board and Council business appointees may represent from real estate industry only to real estate, chambers of commerce, and trade associations.
4. Providing that the Executive Director of the Commission be recruited, selected and appointed jointly by the County Executive and the City Manager, subject to concurrence by the City Council, Board of Supervisors and Board of Directors of the Commission. Currently, the Commission hires and fires its own Executive Director.
5. Providing that the Commission's Executive Director be hired by a contract, with a term not to exceed four years, subject to mid-term cancellation pursuant to conditions prescribed by the

Mayor Rudin and Councilmembers
RE: City-County Joint Powers Agreement re: Sacramento
Human Rights/Fair Housing Commission
August 12, 1991
Page 3

contract.

Several of these changes apparently are designed to bring the Human Rights/Fair Housing Commission into consistency with other County-only commissions, even though it is a City/County commission.

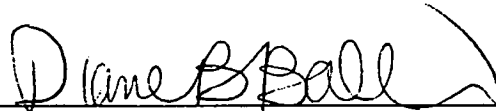
The Sacramento County Board of Supervisors considered the County Counsel's report on July 30, 1991. This office did not know that the matter was scheduled until we received a courtesy copy of the report on July 29. On July 30, the Board gave conceptual approval to the policies outlined in the report, and continued the matter to August 6 for adoption. On August 6, the Board heard testimony in opposition to the subpoena feature of the proposal from the Sacramento Apartment Association, and voted to continue the matter to August 20.

The proposed agreement has not yet been scheduled for City Council consideration. It should be noted that since this is a joint powers agreement, the City Council and Board of Supervisors must adopt identical proposals.

Attached for your information are copies of the County Counsel's July 26 report to the Board of Supervisors, the draft proposal, and the Commission Chair's memorandum of opposition to the Board of Supervisors.

SHARON SIEDORF CARDENAS

BY



DIANE B. BALTER

Deputy City Attorney

DBB/cgd
Attachments
cc: Walter Slipe
David Martinez