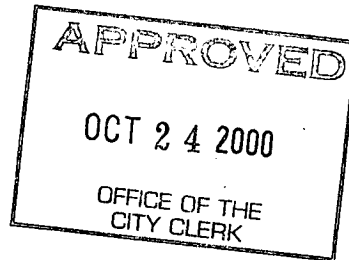


COUNTY OF  
SACRAMENTO



AG 2000-164

CITY OF  
SACRAMENTO



1.11

For the Agenda Of:  
October 17, 2000

Members, Board of Supervisors  
Members, City Council

Honorable Members in Session

**SUBJECT: EMPLOYMENT CONTRACT - EXECUTIVE DIRECTOR HUMAN RIGHTS/FAIR  
HOUSING COMMISSION**

RECOMMENDATION:

It is recommended that the Board of Supervisors and City Council adopt the attached resolution authorizing the County Executive and City Manager, respectively, to sign the attached employment contract with Barbara Lehman as the Executive Director of the Human Rights/Fair Housing Commission (HR/FHC) in the name of the Commission.

DISCUSSION:

Pursuant to an amendment to the Joint Powers Agreement between Sacramento County and the City of Sacramento, approved on December 14, 1993, by both bodies, the Executive Director is appointed by the Board of Supervisors and the City Council following receipt of recommendations by the County Executive and City Manager.

The current employment contract between Barbara Lehman, Executive Director of the HR/FHC, and the HR/FHC expires on September 30, 2000. This culminates a three-year contract. There are two proposed changes, one is with respect to Ms. Lehman's salary, and one regarding strategic goals and performance measurements.

- The salary has been "tied to" that of Sacramento County Senior Administrative Analyst (Range B). Over the past three years, due to annual COLA's and equity increases, the Senior Administrative Analyst salary was raised from \$5,244 to \$5,960. Consequently, we are proposing, for parity purposes, to maintain the relationship of the two positions.
- The new contract language will require the Executive Director to develop a vision, mission statement, strategic goals and quantitative performance measures for the Human Rights/Fair Housing Commission for approval by the Board of Supervisors and City Council. During the term of the agreement, the Executive Director will present status reports on the implementation of the strategic goals and performance measures.

EMPLOYMENT CONTRACT – EXECUTIVE DIRECTOR HUMAN RIGHTS/FAIR  
HOUSING COMMISSION

Page 2

CONCLUSION:

We recommend that a new three-year contract be approved by the Board of Supervisors and City Council.  
This new contract would replace the current contract and become effective October 1, 2000.

Respectfully submitted,



TERRY SCHUTTEN

County Executive



ROBERT P. THOMAS

City Manager

RESOLUTION No. \_\_\_\_\_

BE IT RESOLVED AND ORDERED that the County Executive be and is hereby authorized and directed to execute an employment contract, in the form hereto attached, on behalf of the COUNTY OF SACRAMENTO, a political subdivision of the State of California, with BARBARA LEHMAN, and to do and perform everything necessary to carry out the purpose of this Resolution.

On a motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Sacramento this \_\_\_\_ day of \_\_\_\_\_, 2000, by the following vote, to wit:

AYES: Supervisors,

NOES: Supervisors,

ABSENT: Supervisors,

\_\_\_\_\_  
Chairperson of the Board of Supervisors  
Of Sacramento County, California

ATTEST: \_\_\_\_\_  
Clerk of the Board of Supervisors

**EMPLOYMENT CONTRACT**  
**HUMAN RIGHTS/FAIR HOUSING COMMISSION**

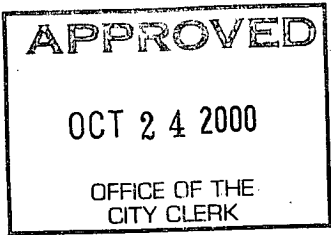
THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of October, 2000, by and between the Human Rights/Fair Housing Commission, a joint powers authority under the laws of the State of California, hereinafter called "Commission" and Barbara Lehman, an individual, hereinafter called "Executive Director".

WITNESSETH

RECITALS

The Executive Director shall manage and administer the affairs of the Commission. The powers of the Executive Director and Commission are prescribed by the Joint Powers Agreement, as amended, adopted by Commission Resolution No. 91-1514, adopted by the Board of Supervisors on September 24, 1991, and City Council on August 27, 1991, as amended by Resolution No. 93-1578, adopted by the Board of Supervisors on December 14, 1993, and City Council on December 14, 1993, hereinafter called the "Contract", as amended by Resolution No. 80-219-5, amended on November 2, 1996, and adopted by the Board of Supervisors and City Council on January 14, 1997.

This Agreement is made and entered into pursuant to and under the authority conferred by Paragraph 5 of the Contract.



RESOLUTION NO. *200 609*

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF \_\_\_\_\_

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN EMPLOYMENT CONTRACT FOR THE POSITION OF EXECUTIVE DIRECTOR OF THE HUMAN RIGHTS/FAIR HOUSING COMMISSION

WHEREAS, pursuant to an amendment to the Joint Powers Agreement between the Sacramento County and the City of Sacramento, approved on December 14, 1993, by both bodies, the Executive Director for the Human Rights/Fair Housing Commission is appointed by both the Board of Supervisors and the City Council following receipt of recommendations by the County Executive and the City Manager; and

WHEREAS, the current employment contract between Barbara Lehman, Executive Director of the Human Rights/Fair Housing Commission, and the Human Rights/Fair Housing Commission expires on September 30, 2000, culminating a three-year contract;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SACRAMENTO, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

FOR CITY CLERK USE ONLY

RESOLUTION NO. \_\_\_\_\_

DATE ADOPTED: \_\_\_\_\_

SECTION 1. That the City Manager be and is hereby authorized and directed to execute a three-year employment contract, in the form hereto attached, on behalf of the City of Sacramento, with Barbara Lehman

APPROVED:

---

MAYOR

ATTEST:

---

CITY CLERK

(SEAL)

---

FOR CITY CLERK USE ONLY

RESOLUTION NO. \_\_\_\_\_

DATE ADOPTED: \_\_\_\_\_

**RESOLUTION NO.**

**ADOPTED BY THE SACRAMENTO CITY COUNCIL**

**ON DATE OF \_\_\_\_\_**

**NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO THAT:**

The City Manager is hereby authorized to execute a three year employment contract with Barbara Lehman to serve as Administrative Officer of the Sacramento Human Rights Fair Housing Commission effective October 1, 2000 through September 30, 2003.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**FOR CITY COUNCIL USE ONLY**

**RESOLUTION NO.:** \_\_\_\_\_

**DATE ADOPTED:** \_\_\_\_\_

COUNTY OF  
SACRAMENTO



CITY OF  
SACRAMENTO



For the Agenda Of:  
October 17, 2000

Members, Board of Supervisors  
Members, City Council

Honorable Members in Session

**SUBJECT: EMPLOYMENT CONTRACT – EXECUTIVE DIRECTOR HUMAN RIGHTS/FAIR  
HOUSING COMMISSION**

**RECOMMENDATION:**

It is recommended that the Board of Supervisors and City Council adopt the attached resolution authorizing the County Executive and City Manager, respectively, to sign the attached employment contract with Barbara Lehman as the Executive Director of the Human Rights/Fair Housing Commission (HR/FHC) in the name of the Commission.

**DISCUSSION:**

Pursuant to an amendment to the Joint Powers Agreement between Sacramento County and the City of Sacramento, approved on December 14, 1993, by both bodies, the Executive Director is appointed by the Board of Supervisors and the City Council following receipt of recommendations by the County Executive and City Manager.

The current employment contract between Barbara Lehman, Executive Director of the HR/FHC, and the HR/FHC expires on September 30, 2000. This culminates a three-year contract. There are two proposed changes, one is with respect to Ms. Lehman's salary, and one regarding strategic goals and performance measurements.

- The salary has been "tied to" that of Sacramento County Senior Administrative Analyst (Range B). Over the past three years, due to annual COLA's and equity increases, the Senior Administrative Analyst salary was raised from \$5,244 to \$5,960. Consequently, we are proposing, for parity purposes, to maintain the relationship of the two positions.
- The new contract language will require the Executive Director to develop a vision, mission statement, strategic goals and quantitative performance measures for the Human Rights/Fair Housing Commission for approval by the Board of Supervisors and City Council. During the term of the agreement, the Executive Director will present status reports on the implementation of the strategic goals and performance measures.



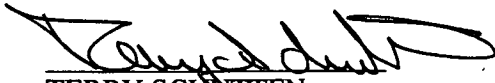
EMPLOYMENT CONTRACT – EXECUTIVE DIRECTOR HUMAN RIGHTS/FAIR  
HOUSING COMMISSION

Page 2

CONCLUSION:

We recommend that a new three-year contract be approved by the Board of Supervisors and City Council.  
This new contract would replace the current contract and become effective October 1, 2000.

Respectfully submitted,



TERRY SCHMITT  
County Executive



ROBERT P. THOMAS  
City Manager

RESOLUTION No. \_\_\_\_\_

BE IT RESOLVED AND ORDERED that the County Executive be and is hereby authorized and directed to execute an employment contract, in the form hereto attached, on behalf of the COUNTY OF SACRAMENTO, a political subdivision of the State of California, with BARBARA LEHMAN, and to do and perform everything necessary to carry out the purpose of this Resolution.

On a motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Sacramento this \_\_\_\_ day of \_\_\_\_\_, 2000, by the following vote, to wit:

AYES: Supervisors,

NOES: Supervisors,

ABSENT: Supervisors,

\_\_\_\_\_  
Chairperson of the Board of Supervisors  
Of Sacramento County, California

ATTEST: \_\_\_\_\_  
Clerk of the Board of Supervisors

**EMPLOYMENT CONTRACT**  
**HUMAN RIGHTS/FAIR HOUSING COMMISSION**

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of October, 2000, by and between the Human Rights/Fair Housing Commission, a joint powers authority under the laws of the State of California, hereinafter called "Commission" and Barbara Lehman, an individual, hereinafter called "Executive Director".

WITNESSETH

RECITALS

The Executive Director shall manage and administer the affairs of the Commission. The powers of the Executive Director and Commission are prescribed by the Joint Powers Agreement, as amended, adopted by Commission Resolution No. 91-1514, adopted by the Board of Supervisors on September 24, 1991, and City Council on August 27, 1991, as amended by Resolution No. 93-1578, adopted by the Board of Supervisors on December 14, 1993, and City Council on December 14, 1993, hereinafter called the "Contract", as amended by Resolution No. 80-219-5, amended on November 2, 1996, and adopted by the Board of Supervisors and City Council on January 14, 1997.

This Agreement is made and entered into pursuant to and under the authority conferred by Paragraph 5 of the Contract.

COUNTY OF  
SACRAMENTO



CITY OF  
SACRAMENTO



For the Agenda Of:  
October 17, 2000

Members, Board of Supervisors  
Members, City Council

Honorable Members in Session

**SUBJECT: EMPLOYMENT CONTRACT – EXECUTIVE DIRECTOR HUMAN RIGHTS/FAIR  
HOUSING COMMISSION**

**RECOMMENDATION:**

It is recommended that the Board of Supervisors and City Council adopt the attached resolution authorizing the County Executive and City Manager, respectively, to sign the attached employment contract with Barbara Lehman as the Executive Director of the Human Rights/Fair Housing Commission (HR/FHC) in the name of the Commission.

**DISCUSSION:**

Pursuant to an amendment to the Joint Powers Agreement between Sacramento County and the City of Sacramento, approved on December 14, 1993, by both bodies, the Executive Director is appointed by the Board of Supervisors and the City Council following receipt of recommendations by the County Executive and City Manager.

The current employment contract between Barbara Lehman, Executive Director of the HR/FHC, and the HR/FHC expires on September 30, 2000. This culminates a three-year contract. There are two proposed changes, one is with respect to Ms. Lehman's salary, and one regarding strategic goals and performance measurements.

- The salary has been "tied to" that of Sacramento County Senior Administrative Analyst (Range B). Over the past three years, due to annual COLA's and equity increases, the Senior Administrative Analyst salary was raised from \$5,244 to \$5,960. Consequently, we are proposing, for parity purposes, to maintain the relationship of the two positions.
- The new contract language will require the Executive Director to develop a vision, mission statement, strategic goals and quantitative performance measures for the Human Rights/Fair Housing Commission for approval by the Board of Supervisors and City Council. During the term of the agreement, the Executive Director will present status reports on the implementation of the strategic goals and performance measures.

EMPLOYMENT CONTRACT – EXECUTIVE DIRECTOR HUMAN RIGHTS/FAIR  
HOUSING COMMISSION

Page 2

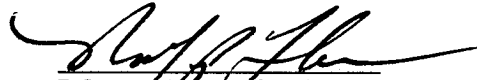
CONCLUSION:

We recommend that a new three-year contract be approved by the Board of Supervisors and City Council.  
This new contract would replace the current contract and become effective October 1, 2000.

Respectfully submitted,



TERRY SCHUTTEN  
County Executive



ROBERT P. THOMAS  
City Manager

RESOLUTION No. \_\_\_\_\_

BE IT RESOLVED AND ORDERED that the County Executive be and is hereby authorized and directed to execute an employment contract, in the form hereto attached, on behalf of the COUNTY OF SACRAMENTO, a political subdivision of the State of California, with BARBARA LEHMAN, and to do and perform everything necessary to carry out the purpose of this Resolution.

On a motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Sacramento this \_\_\_\_ day of \_\_\_\_\_, 2000, by the following vote, to wit:

AYES: Supervisors,

NOES: Supervisors,

ABSENT: Supervisors,

\_\_\_\_\_  
Chairperson of the Board of Supervisors  
Of Sacramento County, California

ATTEST: \_\_\_\_\_  
Clerk of the Board of Supervisors

**EMPLOYMENT CONTRACT**  
**HUMAN RIGHTS/FAIR HOUSING COMMISSION**

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of October, 2000, by and between the Human Rights/Fair Housing Commission, a joint powers authority under the laws of the State of California, hereinafter called "Commission" and Barbara Lehman, an individual, hereinafter called "Executive Director".

WITNESSETH

RECITALS

The Executive Director shall manage and administer the affairs of the Commission. The powers of the Executive Director and Commission are prescribed by the Joint Powers Agreement, as amended, adopted by Commission Resolution No. 91-1514, adopted by the Board of Supervisors on September 24, 1991, and City Council on August 27, 1991, as amended by Resolution No. 93-1578, adopted by the Board of Supervisors on December 14, 1993, and City Council on December 14, 1993, hereinafter called the "Contract", as amended by Resolution No. 80-219-5, amended on November 2, 1996, and adopted by the Board of Supervisors and City Council on January 14, 1997.

This Agreement is made and entered into pursuant to and under the authority conferred by Paragraph 5 of the Contract.

## **AGREEMENT**

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

1. The Board of Supervisors and City Council have appointed, and hereby hire and employ Executive Director to serve as administrative officer of the Commission, and Executive Director accepts such employment. It is understood that Executive Director's relationship to the Commission under this Agreement will be that of employee and employer.

2. Executive Director shall be the chief executive officer of the Commission, shall work under the policy direction of the Joint Powers Authority, City Council and Board of Supervisors or their designee(s). The Executive Director is responsible for the management and administration of the daily operations of the Commission, shall be the secretary for the Commission's Advisory Board, and shall otherwise be vested with those duties, powers and responsibilities prescribed by Paragraph 5 of the Contract.

It is understood that Executive Director is employed by the Commission on a full-time basis, that the duties of her position will require an average of more than forty hours per week of service, that Executive Director will not earn or otherwise be entitled to compensation for overtime work, and that Executive Director will not be entitled to compensated time off for service in excess of a forty-hour work week. It is understood, nevertheless, that Executive Director's actual day-to-day hours of service may, in particular instances, vary as high as twelve to sixteen hours and range below eight hours. For purposes of compensation, Executive Director's service shall not be deemed to relate to a standard eight-hour working day, and Executive Director's compensation shall not be reduced by virtue of incidental service on particular days less than eight hours nor increased by virtue of service on particular days greater than eight hours.

3. For services rendered during the term of this Agreement, Executive Director shall receive the following compensation by the Commission:

a. The monthly salary range shall be \$5,406 – 5,960. Upon execution of this Agreement, the Executive Director shall receive a monthly salary of \$5,960. The City Manager and County Executive may grant salary increases on October 1, 2001 and October 1, 2002, in order to keep parity with the Sacramento County Senior Administrative Analyst (Range B), if they determine it is merited.

b. The Executive Director shall accrue sick leave at a rate of four hours biweekly.

c. The Executive Director shall accrue vacation at the rate of eight hours biweekly.



d. Employee and dependent coverage on health, dental and other group insurance programs, together with payment in her behalf of such employer contributions to such programs, retirement system membership and employer contributions, deferred compensation investment opportunities, as are from time-to-time made available by the City Council, Board of Supervisors or their designee(s) to other Commission employees.

e. Upon submittal of bills, the Executive Director shall be reimbursed for the expenses which Executive Director incurs in the performance of the duties of her office within Sacramento County, including, but not limited to, the attendance of business luncheons and dinners, and other incidental costs; and

f. The Executive Director shall be paid \$150 per month car allowance for using her private vehicle for official Commission business. The \$150 per month car allowance is full reimbursement for costs incurred regardless of miles traveled per month.

4. Subject to termination in the manner prescribed by Paragraph 5, the term of this Agreement shall be three years, commencing October 1, 2000, and ending September 30, 2003.

Not later than April 1, 2003 (six months preceding end of contract term), Executive Director shall place on the agenda for a regular meeting of the Board of Supervisors and City Council the matter of renewal of her contract following expiration of its term.

Executive Director shall have a right to have this Agreement renewed for a term of one year ending September 30, 2004, at a salary not less than that prescribed by Paragraph 3-a if; (i) Executive Director has scheduled on agendas in the manner and within the times specified above consideration of renewal of her contract by the Board of Supervisors and City Council; and (ii) the Board of Supervisors and City Council have not served on Executive Director on or before April 1, 2003 (six months preceding expiration of the contract term), written notice of their intention to refuse to renew this Agreement or otherwise contracted for the services of Executive Director during the one-year period beginning October 1, 2003, and ending September 30, 2004.

5. This Agreement and Executive Director's employment by the Commission may be terminated by the Board of Supervisors and City Council at any time in advance of the expiration of its term pursuant and subject to the following terms and conditions:

a. For Cause – following: (i) the formulation and service upon Executive Director of a statement of charges specifying cause and facts upon which it is based; (ii) a hearing by a hearing officer of the charges during which the Commission carries the burden of proof and the Executive Director has the opportunity to appear, be represented by legal counsel at her own expense, and to confront and cross-examine witnesses; (iii) the preparation of findings, conclusions and a recommendation on the charges by the hearing officer; and (iv) a determination by the Board of Supervisors and City Council based upon the findings, conclusions and recommendation by the hearing officer that cause exists for termination.

b. Without Cause – without advance notice, a hearing or other opportunity to be heard. In the event of termination without cause pursuant to the provisions of this subparagraph, Executive Director shall be paid by the Commission a sum equal to the amount of three months salary. Said sum to be deemed to constitute full, complete and exclusive compensation and relief for early cancellation of the contract and employment without cause and any and all injury, whether economic or otherwise, which Executive Director suffers as a result thereof.

6. Notwithstanding any provision in Commission policies, regulations or practices to the contrary, Executive Director shall not be entitled, whether as a result of failure to renew or mid-term cancellation, and whether with or without cause, to compensation for more than 400 hours of earned accrued and unused vacation leave at any time. Upon termination of employment, the Executive Director shall not be entitled to any compensation whatsoever for earned, accrued and unused sick leave.

Notwithstanding the provisions of any Commission rule, regulation or practice to the contrary, upon termination of Executive Director's employment, whether as a result of refusal to renew or mid-term cancellation, and whether with or without cause, Executive Director shall not be entitled to any compensation, damages or other monetary award except as expressly and specifically authorized by this Agreement.

7. With regard to the Joint Powers Agreement dated January 14, 1997, the Executive Director agrees to implement Paragraph 7 as follows:

a. Upon approval of the Advisory Board and the District Attorney's Office, the Executive Director will notify both the City and County, through their respective authorized representatives, of all subpoenas issued pursuant to this subparagraph. The Executive Director will also keep said representatives informed as to the compliance or noncompliance of said subpoenas.

b. Upon approval of the Advisory Board and the District Attorney's Office, the Executive Director will notify both the City and County, through their respective authorized representatives, of all lawsuits filed pursuant to this subparagraph. The Executive Director will also keep said representatives informed as to the progress of said suits every month.

c. Upon approval of the Advisory Board, the Executive Director will notify both the City and County, through their respective authorized representatives, of all complaints filed with the California Department of Fair Employment and Housing pursuant to this subparagraph. The Executive Director will also keep said representatives informed as to the progress of said complaints every month. If said complaint is reduced to a lawsuit, the Executive Director will keep the City and County informed as to its progress pursuant to subparagraph b. above. The designated authorized representatives of the County and City, for purposes of this paragraph are, respectively, the County Counsel and City Attorney.

Employment Contract  
Human Rights/Fair Housing Commission

8. In the first six months of this contract, the Executive Director will develop a vision, mission statement, strategic goals, and quantitative performance measures for the Human Rights/Fair Housing Commission for approval by the Board of Supervisors and City Council. For the remainder of this contract term, the Executive Director or designee will present to the City Council and Board of Supervisors a status report on the implementation of the Human Rights/Fair Housing Commission strategic goals and performance measures.

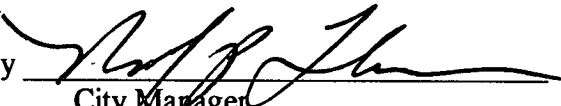
9. All notices, statements of charges or other notifications authorized or required by this Agreement shall be deemed served and effective for all purposes on the date on which they are reduced to writing, deposited in the United States mail, postage prepaid, and addressed as follows:

Barbara Lehman  
3501 Bradshaw Road #86  
Sacramento, California 95827

10. This writing constitutes the sole embodiment of the Agreement between the parties. There are no promises, covenants, conditions precedent, conditions subsequent or other understandings between the parties which are not expressed herein.

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

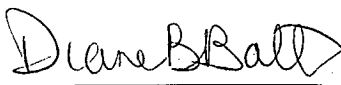
Board of Supervisors and City Council acting on behalf of  
the Commission

By   
City Manager

Approved as to Form

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

By \_\_\_\_\_  
Executive Director

  
City Attorney