

CITY OF SACRAMENTO

47

DEPARTMENT OF FINANCE  
915 I STREET  
ROOM 112  
SACRAMENTO, CALIFORNIA 95814  
TELEPHONE (916) 449-5736

CITY MANAGER'S OFFICE  
**RECEIVED**  
DEC 9 1981

JACK R. CRIST  
DIRECTOR OF FINANCE  
ROBERT C. LELAND  
ASSISTANT DIRECTOR

December 7, 1981  
FA:81261:JRC:KMF

City Council  
Sacramento, California

Honorable Members in Session:

SUBJECT: Agreement with Human Rights/Fair Housing Commission  
of City and County of Sacramento

SUMMARY

It is recommended that the attached agreement be approved authorizing quarterly subsidy payments to the Human Rights/Fair Housing Commission.

BACKGROUND

The City Council approved \$106,500.00 in subsidy payments to the Human Rights/Fair Housing Commission from the City's FY 81-82 Budget.

Prior to initiating progress payments to the Commission, a formal written agreement is required. Attached is a draft agreement which has been reviewed by Manuel Garcia of the Commission. This agreement is basically unchanged from the FY 80-81 document except that the scope of responsibilities has been expanded to include the new Fair Housing responsibilities.

FINANCIAL

The FY 81-82 Budget included \$106,500.00 for the Commission. The source of funds is as follows:

GENERAL FUND	\$66,500.00
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	<u>40,000.00</u>
TOTAL	<u>\$106,500.00</u>

APPROVED  
BY THE CITY COUNCIL

*AG 81086*

DEC 15 1981

OFFICE OF THE  
CITY CLERK

City Council  
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December 7, 1981

BUDGET & FINANCE COMMITTEE

This item will be placed on the Budget and Finance Committee agenda for December 15, 1981. The Committee's recommendation will be presented verbally at the Council meeting.

RECOMMENDATION

That the attached resolution be approved authorizing the City Manager to execute the enclosed agreement with the Human Rights/Fair Housing Commission of the City and County of Sacramento.

Respectfully Submitted,

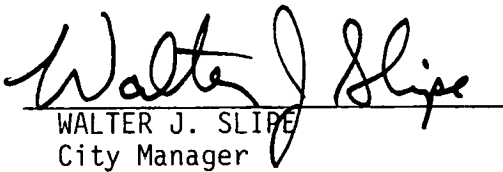


JACK R. CRIST  
Director of Finance

Attachment

cc: Manuel Garcia, Human Rights/Fair Housing Commission  
James P. Jackson, City Attorney  
Tom Lee, Planning  
Bill Edgar, Interim Executive Director

RECOMMENDATION APPROVED:

  
WALTER J. SLIPE  
City Manager

December 15, 1981

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of November, 1981, by and between the CITY OF SACRAMENTO, a Municipal Corporation (hereafter "City"), and HUMAN RIGHTS/FAIR HOUSING COMMISSION OF CITY AND COUNTY OF SACRAMENTO (hereafter "Agency").

WHEREAS, Agency has developed a program to provide service which promotes the health, safety and welfare of the inhabitants of the City; and,

WHEREAS, the City Council allocated and appropriated the sum of Sixty Six Thousand Five Hundred Dollars (\$66,500.00) out of Contributions to Other Governmental Agencies Budget for fiscal year 1981-82 to Agency for the purposes mentioned herein;

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

1. Agency agrees to render to the inhabitants of the City a continuous service from October 1, 1981 to September 30, 1982 as provided in Exhibit A, attached hereto and incorporated herein by reference.

2. City hereby agrees to pay Agency, upon execution of this Agreement, the sum of Sixteen Thousand Six Hundred Twenty-Five Dollars (\$16,625.00), and Agency hereby agrees to use said sum exclusively for the purposes enumerated in Paragraph 1 and Exhibit A of this Agreement and to accept said sum as full payment for the rendering of the services therein enumerated for the period from October 1 to December 31, 1981.

3. The City agrees to make payment for the period January 1, 1982 to September 30, 1982 in accordance with the following provisions:

a. On January 1, April 1, July 1, and October 1, 1982, Agency shall submit a report to the City Finance Director which shall provide the following

information as evidence to the extent to which Agency has performed in accordance with this Agreement during the three (3) months prior to the date of such report:

(1) A brief statement of each service provided pursuant to this Agreement indicating (a) the times and places that such service was generally rendered, (b) the number of persons who received the benefits of such service, (3) the specific benefits achieved as a result of the service to such persons, (d) the estimated amount of funds received from City which have been expended upon such service; and,

(2) Any additional information that would be helpful to City in evaluating the performance of Agency under this Agreement during the three-month period preceding such report.

b. Upon receipt of a report that satisfies the requirements of subparagraphs a. above, the City Manager or his designee agrees to determine whether Agency has satisfactorily performed its obligations under this agreement during the preceding three (3) months. Upon completion of such determination, City agrees to provide notice to Agency stating that: (1) the Agency has performed satisfactorily and the Director of Finance is hereby authorized to pay the sum of Sixteen Thousand Six Hundred Twenty Five Dollars (\$16,625.00) for services to be rendered pursuant to this Agreement during the next three-month period; or (2) Agency has not performed satisfactorily and no further disbursement of funds is authorized. The October 1, 1982 report will be considered a closeout report and as such will not result in any payment of funds to agency.

c. City and Agency agree that a determination that Agency has not performed satisfactorily shall constitute a breach of this Agreement, and that the Agreement is null and void for the remainder of the Agreement.

d. City and Agency agree that upon receipt of a notice pursuant to subparagraph b.(2) above, Agency shall be entitled to a hearing before the

City Manager or his designee where Agency may offer measures to ensure satisfactory performance of the services required by this Agreement during the remainder of its term. City and Agency agree that the City Manager or his designee may thereupon reinstate this Agreement by so informing the Director of Finance and upon incorporation of the Agency's offered measures into the Agreement.

e. City and Agency agree that Agency may appeal a decision of the City Manager or his designee rejecting Agency's offer to the City Council.

4. Agency shall keep all necessary books and records in connection with the services performed under this Agreement, in order that the Director of Finance may properly audit all expenditures made pursuant to this Agreement.

5. Agency further agrees that the Director of Finance shall at all times have access to the books, records and accounts kept by Agency in connection with all sums expended under this Agreement, for the purpose of making an audit of all expenditures made by Agency in the performance of this Agreement.

6. Agency certifies that any goods or services provided and any persons employed pursuant to this Agreement shall be without discrimination based on sex, color, religion, national origin or ancestry.

7. Agency and the agents and employees of Agency, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of City.

8. Agency agrees to indemnify and hold harmless City, its officers and employees, from any and all loss or damage and from any and all liability for any and all loss or damage, and from any and all suits, actions or claims filed or brought by any and all persons because of or arising or resulting from the doing by Agency of any or all things permitted by this Agreement, or because of or arising or resulting from any negligence of Agency, its agents, employees or subcontractors, or arising or resulting from any dangerous or defective condition

upon the premises used by said Agency, its agents, employees or subcontractors.

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

CITY OF SACRAMENTO, a  
municipal corporation

BY \_\_\_\_\_  
WALTER J. SLIPE  
City Manager

ATTEST:

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

HUMAN RIGHTS/FAIR HOUSING COMMISSION  
OF CITY AND COUNTY OF SACRAMENTO

BY \_\_\_\_\_  
ITS \_\_\_\_\_

Address:  
1401 21st Street, Suite 203  
Sacramento, CA 95814

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

EXHIBIT A

- (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 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

**RESOLUTION NO. 81-922**

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

RESOLUTION RELATING TO THE CONTRIBUTIONS TO  
OTHER GOVERNMENTAL AGENCIES AGREEMENTS BETWEEN  
CITY OF SACRAMENTO AND NON-PROFIT ORGANIZATIONS

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

That the City Manager and City Clerk are hereby authorized to execute on behalf of the City of Sacramento, the Contribution to Other Governmental Agencies agreements with the agencies listed below, providing payment during the 1981-82 fiscal year of amounts designed herein.

HUMAN RIGHTS/FAIR HOUSING	\$106,500.00
COMMISSION	

The said agreements shall be substantially in the form used in prior years and approved by the City Attorney.

\_\_\_\_\_  
MAYOR

ATTEST:

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

**APPROVED**  
BY THE CITY COUNCIL

DEC 15 1981

OFFICE OF THE  
CITY CLERK