

LOCAL AGENCY-STATE AGREEMENT

FOR

FEDERAL-AID PROJECTS

08 San Bernardino-Redlands
District County City

AGREEMENT NO. 08-5083

MASTER AGREEMENT

THIS AGREEMENT, made in Redlands this 10th day of April, 1979, by and between City of Redlands, political subdivision(s) of the State of California hereinafter referred to as "LOCAL AGENCY", and the STATE OF CALIFORNIA, acting by and through the Department of Transportation, herinafter referred to as "STATE".

WITNESSETH:

WHEREAS, the Congress of the United States has declared it to be in the national interest for Federal Funds to be expended for highway, fringe parking, bicycle transportation, pedestrian walkways, and mass transportation projects; and

WHEREAS, the Legislature of the State of California has enacted legislation by which certain Federal funds authorized may be made available for use on local transportation facilities in accordance with the intent of Federal acts; and

WHEREAS, there exists a compelling need for improvements or restoration of roads, streets, highways, fringe parking, and public transportation facilities within the boundaries of LOCAL AGENCY; and

WHEREAS, LOCAL AGENCY and STATE therefore desire to make use of such Federal funds as may be made available within the jurisdictional boundaries of said LOCAL AGENCY; and

WHEREAS, before Federal-aid will be made available for projects, LOCAL AGENCY and STATE are required to enter into an agreement relative to prosecution of the said project and maintenance of the completed facility.

THEREFORE, the parties agree as follows:

ARTICLE I - CONDITIONS

1. Projects located in urbanized areas (unless exempt) must be part of a program which serves to implement an areawide plan held currently valid by the regional transportation policy board.

2. Federal funds may participate only in work which has been officially programmed to and authorized by the Federal Highway Administration in advance of its performance.

3. Funds apportioned such as the STATE's share of FAS funds are considered Federal-aid funds.

ARTICLE II - IMPROVEMENTS/RESTORATIONS

1. The term "IMPROVEMENT" or "RESTORATION" as used herein means any work that is financed in part with Federal funds.

2. The Supplemental Local Agency-State Agreement (program supplement) shall be in a form prescribed by STATE; and shall designate who shall advertise, award, and administer the contract, the Federal funds requested, and the matching funds to be provided by LOCAL AGENCY, and, if a State Highway is involved, the matching funds to be provided by STATE. Adoption of the program supplement by LOCAL AGENCY and approval by STATE shall cause such program supplement to be a part of this agreement as though fully set forth herein. Unless otherwise delegated the program supplement shall be approved by the LOCAL AGENCY's governing body. Cooperative projects including work on a State highway shall be the subject of a separate cooperative agreement.

3. In processing IMPROVEMENTS or RESTORATIONS, LOCAL AGENCY will conform to all STATE statutes, regulations and procedures (including those set forth in the STATE's Local Programs Manual) relating to the Federal-aid program and to all applicable Federal laws, regulations, and policy and procedural or instructional memoranda. This includes, but is not limited to, the holding of public hearings when required, the publishing of various press notices, and the preparation of plans, specifications, and estimates.

4. Unless otherwise designated in the approved program supplement, improvements will be constructed by contract in accordance with

Certification Acceptance procedures approved by the FHWA. Such procedures require the use of Specifications described in the State's Certification; STATE approval of plans, special provisions and estimated costs prior to advertisement; a certification by LOCAL AGENCY with respect to the right-of-way; and advertisement for a minimum of 3 weeks prior to bid opening. The contract will be awarded by LOCAL AGENCY, its agent, or by STATE as may be determined between the parties prior to each project advertisement.

5. When the IMPROVEMENT or RESTORATION includes work to be performed by a railroad, the contract for such work shall be entered into by LOCAL AGENCY or by STATE, as parties hereto agree. A contract entered into by LOCAL AGENCY for such work must have prior approval of STATE. In either event, LOCAL AGENCY shall enter into an agreement with the railroad providing for maintenance of the protective devices or other facilities installed under the service contract.

6. LOCAL AGENCY shall provide or arrange for adequate supervision and inspection of each improvement, including contracts awarded by STATE. With prior State approval, surveying, inspection and testing may be performed by a consulting engineer provided an employee of LOCAL AGENCY is in responsible charge.

7. STATE shall exercise general supervision over Federal-aid improvements and may assume full and direct control over the project whenever STATE, at its sole discretion, shall determine that its responsibility to the United States so requires. LOCAL AGENCY contracts shall so stipulate.

ARTICLE III - RIGHTS-OF-WAY

1. No contract for the construction of a Federal-aid IMPROVEMENT or RESTORATION project shall be awarded until the necessary rights-of-way have been secured. Prior to the advertising of a project on a local street, LOCAL AGENCY shall certify and upon request shall furnish STATE with evidence that necessary rights-of-way are available for construction purposes or will be available by the time of contract award.

2. LOCAL AGENCY agrees to hold STATE harmless from any liability which may result in the event the right-of-way is not clear as certified. The furnishing of right-of-way as provided for herein includes, in addition to all real property required for the improvement free and clear of obstructions and encumbrances affecting the

proposed project, the payment as required by applicable law of damages to real property not actually taken but injuriously affected by the proposed improvement. LOCAL AGENCY shall pay from its funds any costs which arise out of delays to the contractor because utility facilities have not been removed or relocated, or because rights-of-way have not been made available to the contractor for the orderly prosecution of the work.

3. Subject to STATE approval and such supervision over LOCAL AGENCY's right-of-way acquisition procedures as STATE may determine is necessary, LOCAL AGENCY may claim reimbursement from Federal funds for expenditures to purchase rights-of-way included in an approved project.

4. The LOCAL AGENCY will comply with Title II and III of the Uniform Real Property Acquisition Policy.

5. Whether or not Federal-aid is to be requested for right-of-way, should LOCAL AGENCY, in acquiring right-of-way for a Federal-aid IMPROVEMENT, displace an individual, family, business, farm operation, or non-profit organization, relocation payments and services will be provided as set forth in Chapter 5 of Title 23, U.S. Code. The public will be adequately informed of the relocation payments and services which will be available, and, to the greatest extent practicable, no person lawfully occupying real property shall be required to move from his dwelling or to move his business or farm operation without at least 90-days written notice from the LOCAL AGENCY. LOCAL AGENCY will provide the State with specific assurance, on each project, that no person will be displaced until comparable decent, safe and sanitary replacement housing is available within a reasonable period of time prior to displacement, and that LOCAL AGENCY's relocation program is realistic and is adequate to provide orderly, timely and efficient relocation of displaced persons for the project as provided in FHPM 7-5.

ARTICLE IV - FISCAL PROVISIONS

1. When a Federal-aid IMPROVEMENT or RESTORATION contract is to be awarded by STATE, matching funds will be provided by LOCAL AGENCY prior to the time that such funds are required to reimburse contractor. STATE will bill LOCAL AGENCY for amount due immediately following contract award, or at option of LOCAL AGENCY, will submit monthly bills during life of contract.

2. The estimated total cost of Federal-aid projects, the amounts of Federal-aid programmed, and the matching amounts agreed upon may be

adjusted by mutual consent of the parties hereto, provided funds are available to cover increases and provided Federal Highway Administration concurs in any increase in the Federal-aid.

3. Upon submittal by LOCAL AGENCY of a statement of expenditures for Federal-aid improvements, STATE will pay its agreed share and if permitted by State Law will advance an amount equal to the legal pro rata Federal share of the costs believed to be eligible for participation with Federal funds or will voucher Federal Highway Administration for reimbursement.

4. LOCAL AGENCY shall use its own funds to finance the local share of eligible costs and expenditures ruled ineligible for financing with Federal funds. STATE shall make preliminary determination of eligibility for Federal fund financing. Ultimate determination shall rest with the Federal Highway Administration. Any overpayment of amounts due shall be returned to STATE upon demand.

5. When any portion of a LOCAL AGENCY project is performed by STATE, charges therefor shall include assessment on direct labor costs in accordance with Section 8755.1 of the State Administrative Manual. The portion of such charges not financed with Federal funds shall be paid from funds of LOCAL AGENCY.

6. Should LOCAL AGENCY fail to pay monies due STATE within 30 days of demand or within such other period as may be agreed between the parties hereto, STATE, acting through State Controller, may withhold an equal amount from future apportionments due LOCAL AGENCY from the Highway Users Tax Fund.

7. Auditors of STATE and the United States shall be given access to LOCAL AGENCY's books and records and shall be given such assistance and information as is requested for the purpose of checking costs paid, or to be paid by STATE hereunder.

ARTICLE V - MISCELLANEOUS PROVISIONS

1. This agreement shall have no force or effect with respect to any project unless and until said project has been authorized by the Federal Highway Administration and a Program Supplemental Agreement has been executed.

2. The Congress of the United States, the Legislature of the State of California, and the Governor of the State of California, each within their respective jurisdiction, have prescribed certain employment practices with respect to contract and other work financed

with Federal or State funds. LOCAL AGENCY shall insure that work performed under this agreement is done in conformance with rules and regulations embodying such requirements where they are applicable. Nondiscrimination Assurances, Exhibit "A", are hereby considered a part of this agreement.

3. When Federal funds are to participate in the cost of work done by a consultant, the agreement or contract with the consultant may not be executed or awarded until the selection of the consultant and the terms of the agreement or contract have been approved by STATE. Such agreement or contract shall include a provision that the work and records of the consultant are subject to inspection at all times by representatives of LOCAL AGENCY, STATE and the Federal Highway Administration and that agreement or contract may be terminated by LOCAL AGENCY upon a finding that the consultant is failing to live up to the terms of the agreement or contract. All major changes in the agreement or contract must have prior approval of the STATE. As soon as agreement or contract with consultant has been awarded, two certified copies of said agreement or contract shall be submitted to STATE.

4. LOCAL AGENCY and its contractors shall retain all original records and documents relating to work hereunder financed in part with Federal funds and shall make same available for inspection by STATE and Federal representatives upon request. Following final settlement of the project accounts with the Federal Highway Administration, such records and documents may be microfilmed at the option of LOCAL AGENCY, but in any event shall be retained for a three-year period after FHWA payment of final voucher, or a four-year period from the date of final payment under the contract, whichever is longer.

5. (a) Neither STATE nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by LOCAL AGENCY under or in connection with any work, authority or jurisdiction delegated to LOCAL AGENCY under this agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, LOCAL AGENCY shall fully indemnify and hold STATE harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by LOCAL AGENCY under or in connection with any work, authority or jurisdiction delegated to LOCAL AGENCY under this agreement.

(b) Neither LOCAL AGENCY nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction not delegated to LOCAL AGENCY under this agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, STATE shall fully indemnify and hold

LOCAL AGENCY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction not delegated to LOCAL AGENCY under this agreement.

ARTICLE VI - MAINTENANCE

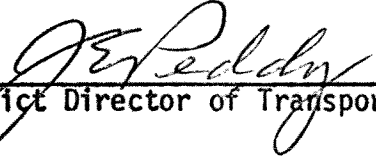
1. Upon acceptance by the awarding authority of a completed Federal-aid project or upon the contractor being relieved of the responsibility for maintaining and protecting a portion of the work, the agency having jurisdiction over the transportation facility shall maintain the completed work in a manner satisfactory to the authorized representatives of the State and the United States. If, within 90 days after receipt of notice from STATE that a project on a transportation facility under its jurisdiction or any portion thereof, is not being properly maintained, LOCAL AGENCY has not satisfactorily remedied the conditions complained of, the approval of further Federal-aid projects of LOCAL AGENCY will be withheld until the project shall have been put in a condition of maintenance satisfactory to STATE and the Federal Highway Administration. The provisions of this section shall not apply to a transportation facility which has been vacated through due process of law.

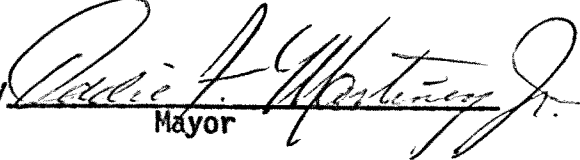
2. The maintenance referred to in paragraph 1 above includes not only the physical condition of the facility but its operation as well. Traffic Operations Improvements on local streets shall be maintained by an adequate and well-trained staff of traffic engineers and technicians. Said maintenance staff may be employees of a LOCAL AGENCY, another unit of government or a consultant under contract with a LOCAL AGENCY.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized officers.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
DISTRICT 08.

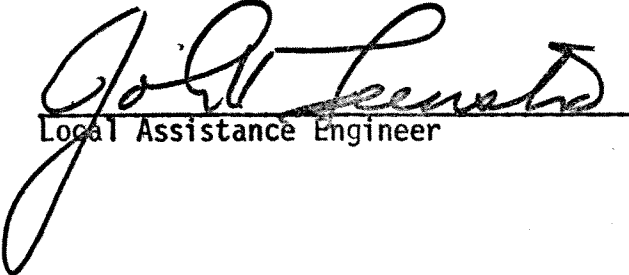
CITY OF Redlands

By 
District Director of Transportation

By 
Mayor

Approval Recommended:

ATTEST: 
City Clerk


Local Assistance Engineer

COUNTY OF _____

By _____
Chairman, Board of Supervisors

ATTEST: _____
Clerk of Board

AGREEMENT
EXHIBIT "A"

NONDISCRIMINATION ASSURANCES

The ~~COUNTY~~/CITY of Redlands (hereinafter referred to as the RECIPIENT) HEREBY AGREES THAT as a condition to receiving any Federal financial assistance from the California Department of Transportation, acting for the U. S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the RECIPIENT receives Federal financial assistance from the Federal Department of Transportation, HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically and without limiting the above general assurance, the RECIPIENT hereby gives the following specific assurances with respect to its Federal-aid Program:

1. That the RECIPIENT agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.
2. That the RECIPIENT shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the Federal-aid Program and, in adapted form in all proposals for negotiated agreements:

AGREEMENT
EXHIBIT "A"

The (~~COUNTY~~/CITY of Redlands or other approved contracting authority) hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

3. That the RECIPIENT shall insert the clauses of Appendix A of this assurance in every contract subject to the ACT and the REGULATIONS.

4. That the clauses of Appendix B of this assurance shall be included as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where the RECIPIENT receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where the RECIPIENT receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.

7. That the RECIPIENT shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the RECIPIENT with other parties:

- (a) for the subsequent transfer of real property acquired or improved under the Federal-aid Program; and
- (b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the Federal-aid Program.

8. That this assurance obligates the RECIPIENT for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the RECIPIENT or any transferee for the longer of the following periods:

AGREEMENT
EXHIBIT "A"

- (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) the period during which the RECIPIENT retains ownership or possession of the property.

9. The RECIPIENT shall provide for such methods of administration for the program as are found by the U. S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS and this assurance.

10. The RECIPIENT agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the RECIPIENT by the California Department of Transportation, acting for the U. S. Department of Transportation, and is binding on it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest and other participants in the Federal-aid Highway Program.

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EXHIBIT "A"

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the CONTRACTOR) agrees as follows:

(1) Compliance with Regulations: The CONTRACTOR shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The CONTRACTOR, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the contract covers a program set forth in Appendix B of the REGULATIONS.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the contractor's obligations under this contract and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The CONTRACTOR shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State highway department or the Federal Highway Administration to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the State highway department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the CONTRACTOR's noncompliance with the nondiscrimination provisions of this contract,

AGREEMENT
EXHIBIT "A"

the State highway department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the CONTRACTOR under the contract until the CONTRACTOR complies; and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontract or procurement as the State highway department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the State highway department to enter into such litigations to protect the interests of the State, and, in addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

AGREEMENT
EXHIBIT "A"

APPENDIX B

The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the Department of Transportation, as authorized by law, and upon the condition that the RECIPIENT will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the RECIPIENT all the right, title and interest of the Department of Transportation in and to said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the RECIPIENT and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the RECIPIENT, its successors and assigns.

The RECIPIENT, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that

- (1) no person shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (,) (and)*

AGREEMENT
EXHIBIT "A"
APPENDIX B

- (2) that the RECIPIENT shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and
- (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this deed.*

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

AGREEMENT
EXHIBIT "A"

APPENDIX C

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by the RECIPIENT, pursuant to the provisions of Assurance 7(a).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, the RECIPIENT shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, the RECIPIENT shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the RECIPIENT and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the RECIPIENT, pursuant to the provisions of Assurance 7 (b).

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

AGREEMENT
EXHIBIT "A"
APPENDIX C

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

(1) no person on the ground of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities,

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,

(3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, the RECIPIENT shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, the RECIPIENT shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the RECIPIENT, and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

Local Agency Redlands
Date SEP 26 1978
Supplement No. 01
To Local Agency-State
Agreement No. 08-5083

PROGRAM
OF
LOCAL AGENCY FEDERAL AID EMERGENCY RELIEF PROJECT
IN THE

CITY OF REDLANDS
Local Agency

Pursuant to the Federal Aid for Emergency Relief Act, the attached "Program" of Federal Aid for Emergency Relief Projects marked "Exhibit B" is hereby incorporated in that Master Agreement for the Federal-Aid Program which was entered into between the above named LOCAL AGENCY and the STATE on April 10, 1979, and is subject to all of the terms and conditions thereof.

The subject program is adopted in accordance with Paragraph 2 of Article II of the aforementioned agreement under authority of City/County Resolutions No. 3539 approved by the City Council/Board of Supervisors on November 7, 1978 (See copy attached).

CITY OF REDLANDS

Local Agency

By [Signature]

Title Mayor

Approved for State

Attest: [Signature]

Clerk

District Director of Transportation

District 08 Date _____
Department of Transportation

DH-OLA-257 (4-77)

I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance.			
Chapter	Statutes	Item	Fiscal Year
359	1978	156(a)	1978-79
Accounting Officer		Program Code	Category
[Signature]		HC54	220
Funds Source		AF025	

PROGRAM OF FEDERAL AID EMERGENCY RELIEF PROJECTS

EXHIBIT B

Date: SEP 26 1978

PROGRAM SUPPLEMENT NO.: 01

Local Agency: Redlands

Project No.	Location & Description	Total Cost Est.	Federal Funds	Matching Funds
ER-855(1)	08-SBd-0-Rd1; FAU-R032; Emergency Opening	\$7,000	\$7,000	SDR: L(1)RED
				*Local Agency Funds unless otherwise specified

Special Covenants or Remarks: 1 This project will be constructed by the City of Redlands by day labor in accordance with normal local practices.
2. All work under this agreement will be completed by 10/15/78.
3. The effective date of this agreement is 2/5/78.

DH-OLA-257 (4-77)