

RESOLUTION NO. 77-32

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF RIDGECREST, CALIFORNIA, APPROVING
THE NON-DISCRIMINATION AGREEMENT FOR
ASSESSMENT DISTRICT NO. 10

WHEREAS, the City of Ridgecrest is desirous of pursuing Assessment District #10 to provide sewer service to a portion of the City of Ridgecrest; and

WHEREAS, the City of Ridgecrest has undertaken a similar project previously giving assurances of non-discrimination necessary for compliance with the law; and

WHEREAS, it is necessary for the City of Ridgecrest to re-affirm this position for Assessment District No. 10 by concurring with Form FHA 400-4, Non-Discrimination Agreement; and

WHEREAS, the City Council of the City of Ridgecrest, at its regular meeting of May 4, 1977, considered said Non-Discrimination Agreement; and

WHEREAS, the City Council of the City of Ridgecrest finds it can comply with the provisions of the Non-Discrimination Agreement for Assessment District No. 10:

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RIDGECREST RESOLVES AS FOLLOWS:

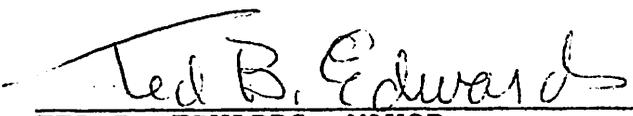
1. That the City Council agrees to the provisions of the Non-Discrimination Agreement, Form FHA 400-4, and authorizes the Mayor to sign.

APPROVED AND ADOPTED this 4th day of May, 1977, by the following roll call vote:

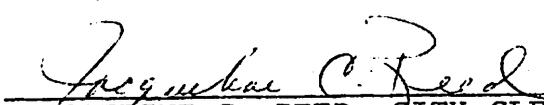
AYES: Mayor Edwards, Councilmembers Chieze, Karlberg and Smith.

NOES: None.

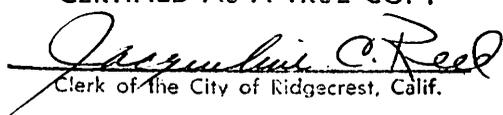
ABSENT: Councilmember Green.


TED B. EDWARDS, MAYOR

ATTEST:


JACQUELINE C. REED, CITY CLERK

CERTIFIED AS A TRUE COPY


Clerk of the City of Ridgecrest, Calif.

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATIONNONDISCRIMINATION AGREEMENT
(Under Title VI, Civil Rights Act of 1964)Date: May 4, 1977Name: CITY OF RIDGECRESTAddress: 139 Balsam, Ridgecrest, Ca. 93555

(herein called "Recipient") in accordance with regulations (herein called "the regulations") of the Farmers Home Administration and the United States Department of Agriculture (herein called "the Department") issued pursuant to Title VI of Civil Rights Act of 1964 and in consideration of a loan or advance made or to be made by the United States of America acting through the Farmers Home Administration (herein called "the Government"), hereby covenants and agrees as follows:

1. Recipient shall comply with all provisions of the regulations and shall not, on the ground of race, color, or national origin --
 - (a) Deny, or cause to be denied, to any person, directly or indirectly, wholly or partially, any service, use, occupancy, financial aid, or other benefit (herein called "benefits") of the whole or any portion of any property, facility, structure, project, service, or activity which, directly or indirectly, wholly or partially, is provided with the aid of the loan or advance (herein called "aided facility or activity"); or
 - (b) treat any person, or cause any person to be treated, differently from any other person with respect to any right or opportunity to participate in the benefits of any aided facility or activity; or
 - (c) subject any person, or cause any person to be subjected, to discrimination in any other manner in connection with any aided facility or activity or the benefits thereof.

It is understood that employment is not within the scope of this agreement.

2. Any transfer of any aided facility or activity, other than personal property, by sale, lease, or other conveyance or contract, shall be, and shall be made expressly, subject to the obligations of this agreement and transferee's assumption thereof.
3. Recipient shall --
 - (a) Keep such records and submit to the Government such timely, complete, and accurate compliance reports at such times and in such form and containing such information as the Government may determine to be necessary to ascertain Recipient's compliance with this agreement and the regulations; and
 - (b) permit access by authorized employees of the Farmers Home Administration or the Department during normal business hours to such of Recipient's books, records, accounts, and other sources of information and its facilities as may be pertinent to ascertaining such compliance; and
 - (c) make available to users, participants, beneficiaries, and other interested persons such information regarding the provisions of this agreement and the regulations, and in such manner, as the Farmers Home Administration or the Department finds necessary to inform such persons of the protection assured them against discrimination.
4. The obligations of this agreement shall continue --
 - (a) As to any real property, including any structure, provided with the aid of the loan or advance, so long as such real property is used for a purpose for which the loan or advance is made or which affords similar services or benefits.
 - (b) As to any personal property provided with the aid of the loan or advance, so long as Recipient retains ownership or possession of the property.
 - (c) As to any other aided facility or activity, until the last advance of funds under the loan or advance has been made.

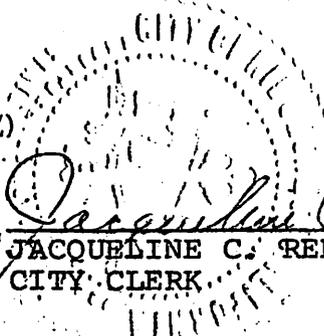
5. Upon any breach or violation of this agreement the Government may, at its option --

- (a) Terminate or refuse to render or continue financial assistance to Recipient or for the aid of the property, facility, project, service, or activity.
- (b) In case of a loan, accelerate the maturity of the indebtedness.
- (c) Appoint a receiver, or have a receiver appointed, to take possession of and administer the aided facility or activity in order to secure compliance with this agreement and the regulations. For this purpose Recipient hereby appoints the Government its agent and attorney-in-fact with power, in event of such breach or violation, so to take possession of and administer or to appoint such receiver. This appointment is coupled with an interest and shall be irrevocable while the obligations of this agreement continue.
- (d) Enforce this agreement by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the breach or violation occurs.

Rights and remedies provided for under this agreement shall be cumulative.

In witness whereof Recipient, on this, the date first above written, has caused this agreement to be executed by its duly authorized officers and its seal affixed hereto, or, if a natural person, has hereunto set Recipient's hand and seal.

(SEAL)



Attest:

Jacqueline C. Reed
 JACQUELINE C. REED (Title)
 CITY CLERK

By

CITY OF RIDGECREST

Ted B. Edwards
 TED B. EDWARDS (Title)
 MAYOR

Recipient

Recipient

Recipient