

RESOLUTION NO. 174

DESIGNATION OF STATE COORDINATING OFFICER AS APPLICANT'S AGENT

BE IT RESOLVED BY COMMON COUNCIL OF CITY OF BROOKINGS THAT

HARVEY L. LATHAM, STATE COORDINATING OFFICER, is hereby authorized to execute for and on behalf of City of Brookings, a public entity established under the laws of the State of Oregon, a project application and to file it in the appropriate State office for the purpose of obtaining certain Federal financial assistance under the Disaster Relief Act (Public Law 606, 91st Congress, as amended 42 U.S.C. § 4401 et seq), or otherwise available from the President's Disaster Relief Fund.

THAT CITY OF BROOKINGS, a public entity established under the laws of the State of Oregon, hereby authorizes its agents to provide to the State and to the Federal Disaster Assistance Administration (FDAA), Department of Housing and Urban Development (HUD) for all matters pertaining to such Federal disaster assistance the assurances and agreements attached hereto.

Passed and approved this 8th day of February, 1974.

Wilma M. Kemp
Mayor

Jack A. Lamm
Councilman

William J. Latham
Councilman

Jack C. Kern
Councilman

CERTIFICATION

I, Marjorie B. McKernan, duly appointed and Recorder of the City of Brookings, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Common Council of City of Brookings on the 8th day of February, 1974,

Date: February 8, 1974

Recorder

Marjorie B. McKernan

Copy of original which was requested by and mailed to Federal Disaster Assistance office in Salem, Oregon. cc 3-21-74

ASSURANCES AND AGREEMENTS

- A. The applicant certifies (to the best of his knowledge and belief) the disaster relief work described on each Federal Disaster Assistance Administration (FDAA) Project Application for which Federal financial assistance is requested is eligible in accordance with the criteria contained in 32 Code of Federal Regulations, Part 1710, and FDAA Handbook for Applicants, 3300.1.
- B. The applicant is the legal entity responsible under law for the performance of the work detailed or accepts such responsibility.
- C. The applicant certifies that the disaster relief work therein described for which Federal assistance is requested hereunder does not or will not duplicate benefits received for the same loss from another source.
- D. The applicant certifies that all information given by it herein is, to the best of its knowledge and belief, true and correct.
- E. The applicant agrees to (1) provide without cost to the United States all lands, easements, and rights-of-way necessary for accomplishment of the approved work; (2) hold and save the United States free from damages due to the approved work.
- F. (1) The applicant agrees to comply with title VI of the Civil Rights Act of 1964 (PL 88-352) and all requirements imposed by or pursuant to Regulation 5 of the Federal Disaster Assistance Administration (30 F.R. 321) and 32 CFR 1710.22 issued pursuant to that title, to the end that, in accordance with title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, 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 Applicant received Federal financial assistance from the Agency; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.
 (2) If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Federal Disaster Assistance Administration, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure 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. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by FDAA.
 (3) THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by FDAA. The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse are authorized to sign this assurance on behalf of the Applicant.
- G. The Applicant certifies that all financial assistance received under this application will be, or has been, expended in accordance with applicable law and regulations thereunder.