



State of California
Office of
Emergency Services

For Internal Use Only
OES APPLICATION NO.:
DISASTER NO.:

PROJECT APPLICATION
CALIFORNIA DISASTER ASSISTANCE ACT PROGRAM

1. APPLICANT'S NAME AND ADDRESS

APPLICANT
ADDRESS
CITY & ZIP
PHONE ( )

2. APPLICANT'S AGENT

(Attach Resolution of Designation unless an accurate "universal" resolution is on file.)

NAME
TITLE
ADDRESS
CITY & ZIP
PHONE ( )
FACSIMILE ( )
E-MAIL

3. PROJECT SUMMARY - Attach a List of Projects as defined in Title 19 of the California Code of Regulations, Section 2970(a)(4).

ASSURANCES AND AGREEMENTS

- A. The applicant certifies (to the best of his knowledge and belief) the disaster relief work herein described for which state financial assistance is requested, is eligible in accordance with the criteria contained in the Disaster Assistance Act (Government Code, Section 8680 et seq.)
B. The applicant is the legal entity responsible under law for the performance of the work detailed and accepts such responsibility.
C. The applicant certifies that the disaster relief work herein described for which state assistance is requested hereunder does not, or will not duplicate benefits received for the same loss from another source.
D. The applicant certifies that they have undertaken to recover maximum federal participation in funding street and highway project and public facility projects.
E. The applicant certifies that all information given herein is to the best of its knowledge and belief, true and correct.
F. The applicant agrees to (1) provide without cost to the state all lands, easements, and rights-of-way necessary for accomplishment of the approved work; (2) hold and save the State of California, its officers, agents and employees free from damages due to the approved work.
G. (1) The applicant agrees to comply with Section 3700 of the Labor Code which requires every employee to be insured against liability for Workmen's Compensation, or to undertake self insurance in accordance with provisions of the code; and will comply with such provisions before commencing the performance of the work.
(2) The applicant agrees to comply with the Fair Practices Act in connection with the performance of work under this agreement wherein it agrees it will not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age or national origin; and it agrees to take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, age or national origin, and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.
(3) If any real property or structure thereon is provided or improved with the aid of the state financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of such property, any transferee for the period during which the provision of similar services of 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 case, this assurance shall obligate the applicant for the period during which the state financial assistance is extended to it by the agency.

(4) This assurance is given in consideration of, and for the purpose of obtaining any and all state grants, loans, reimbursement, advances, contracts, property, discount, or other state financial assistance extended after the date hereon to the applicant. The applicant recognizes and agrees that such state financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the state shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees and assignees, and a person or person whose signatures appear on the reverse, or authorized to sign this assurance on behalf of the applicant.

- H. The applicant certifies that all financial assistance received under this application will be, or has been expended in accordance with applicable laws and regulations. The applicant certifies that any work performed by a state agency at their request shall be agreed upon in writing and be subject to the State Contract Act. The applicant certifies that the work performed, or to be performed is in accordance with the state and local laws governing the performance of such work.
- I. The applicant certifies compliance with Standardized Emergency Management (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, Section 8607.1(e) and CCR Title 19, Section 2445, 2446, 2447 and 2448.
- J. The applicant certifies that on contracts involving expenditures in excess of \$25,000, it obtained from the contractor a payment bond in accordance with Sections 3247 through 3252 of the Civil Code.
- K. **BY ACCEPTING THESE FUNDS, THE APPLICANT IS NOT FORFEITING ANY RIGHTS WHATSOEVER, INCLUDING THE RIGHT TO A FAIR HEARING.**

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#### 4. SIGNATURE OF APPLICANT'S AGENT

(Indicates concurrence with assurances and agreements)

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

TITLE \_\_\_\_\_

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#### 5. OES APPROVAL

SIGNATURE \_\_\_\_\_

DATE APPROVED \_\_\_\_\_

TITLE: \_\_\_\_\_