



Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

RECEIVED
CITY OF CHULA VISTA

2013 SEP 16 PM 3:16

PUBLIC WORKS/OPERATIONS

September 5, 2013

Rick Hopkins
Director of Engineering & Public Works
Chula Vista, City of
1800 Maxwell Road
Chula Vista, CA 91910

Subject: **Notification of Application Approval**
FY09 Legislative Pre-Disaster Mitigation Grant
Grant #2010-0001, Project #0002, FIPS #073-13392, Supplement #5

Dear Mr. Hopkins:

The California Governor's Office of Emergency Services (Cal OES) received notification that the Federal Emergency Management Agency (FEMA) has approved your organization's subgrant application in the amount of **\$386,310.00**. A copy of the FEMA award package is enclosed for your records.

In order to receive payment, all subgrantees must have a signed Grant Award Face Sheet, a current (within the last 3 years), valid Governing Body Resolution, and updated Grant Assurances on file with our office. Please complete the enclosed forms and return them to the address below within 30 days. These forms may be downloaded in an electronic format at www.caloes.ca.gov under the tab for *Grants & Funding* option for *Hazard Mitigation* and the link for *Post Obligation Documents*. Please ensure that the person signing the Grant Award Face Sheet is authorized by the Governing Body Resolution. Payments will be made on a reimbursement basis using the Hazard Mitigation Reimbursement Form. A ten percent (10%) retention will be withheld from all reimbursement payments and will be released as part of the subgrant closeout process.

Reimbursements can be made for only items listed on the approved subgrant application; expenditures for any other work should be separately maintained and are the sole responsibility of the subgrantee. Any funds received in excess of current needs or approved amounts, or those found owed as a result of a final inspection or audit must be refunded to the State within 30 days of receipt of an invoice from Cal OES.

Please read all enclosed documents prior to initiating the approved project. For further assistance please contact the Hazard Mitigation Grants Division at (916) 845-8150.

Hazard Mitigation Grants Division

Enclosures

c: Applicant's File



FEMA Signed Award Package LPDM09

5

[1. Overview](#)

[2. Review Award Package\(s\)](#)

[3. View Award Package\(s\)](#)

[4. FEMA Signed Award Package\(s\)](#)

The award package you selected is provided below. Subgrant applications included in the package are also provided below. To view the award package, click the [View Award Package](#) link below.

[Return to Home Page](#)
[Logout](#)

[Privacy Statement](#)
[Disclaimer](#)

Grant Application Year:	2009	Award Amount:	\$
Grant Application Title:	California LPDM09 Grant Application	Date Awarded:	07-29-2013
Grant Application Number:	LPDM-09-CA-2009	Subgrant applications awarded:	1
		Date Obligated:	

[Print Award Package](#)

- [View Award Package \(Part 1 of 3\)](#)
- [View Award Package \(Part 2 of 3\)](#)
- [View Award Package \(Part 3 of 3\)](#)

Project

Displaying 1-1 of 1

Show 5

LPDM09-0002

Application Number	Subgrant Applicant	Non-Federal Share	Federal Share
LPDM-PJ-09-CA-2009-004	City of Chula Vista	\$ 128,770.85	\$ 386,310.75

[View REC Report](#)

073-13392

[Go Back](#) | [View More FEMA Signed Packages](#)

Perf. Period 07/29/13 to 07/28/16



Robin Chron

Award Letter

U.S. Department of Homeland Security
FEMA Region IX
1111 Broadway
Suite 1200
Oakland, CA 94607



Kirby Everhart
State Hazard Mitigation Officer, California Governor's Office of Emergency Services
3650 Schriever Ave.

Mather, CA 95655-0000

Dear Kirby Everhart:

Enclosed is an executed copy of FEMA Form 76-10A reflecting the award to your FY 2009 LPDM Grant (LPDM-09-CA-2009). Your SMARTLINK Grant Payment Account will be adjusted accordingly.

By accepting this award you assume certain administrative and financial responsibilities including the timely submission of all financial and programmatic reports, resolution of all interim audit findings and the maintenance of a minimum level of cash on hand. Should you not adhere to these responsibilities, you will be in violation of the terms of this award.

If you have any questions regarding this matter, please call Joan Flack at 510-627-7023.

Sincerely,

Melissa A. Puiver
Assistance Officer

www.fema.gov

Agreement Articles

Please click the Attachment link below to view the Award Agreement Articles

If attachment doesn't open, save Attachment to desktop and open the saved file.



FEMA

FY 2009

PRE-DISASTER MITIGATION - COMPETITIVE PROGRAM
GRANT AGREEMENT ARTICLES

PRE-DISASTER MITIGATION GRANT AGREEMENT ARTICLES
CFDA# 97.047

GRANTEE: California Governor's Office of Emergency Services

AGREEMENT NUMBER: EMF-2010-PD-0001

AMENDMENT NUMBER: 5

DESIGNATED AGENCY: California Governor's Office of Emergency Services

PERFORMANCE PERIOD: 07/29/2013 to 07/28/2016

GENERAL INFORMATION:

The **Pre-Disaster Mitigation (LPDM)** grant program provides funding for cost-effective hazard mitigation activities that complement comprehensive mitigation programs, reduce injuries, loss of life, and damage and destruction of property. Projects funded through LPDM must be located physically in a participating NFIP community that is not on probation or suspended (if the community has been mapped through the NFIP).

ARTICLE I. FEMA AUTHORITY

The United States of America through the Federal Emergency Management Agency (FEMA) which is now incorporated into the Department of Homeland Security, (hereinafter referred to as "the Grantor") agrees to grant to the state/Indian tribe/territory government, through its designated agency named above (hereinafter referred to as "the Grantee") funds in the amount specified on the obligating document, to support the **Pre-Disaster Mitigation** Grant Program, authorized under the Sections 1361(A) of the National Flood Insurance Act of 1968 (NFIA, or "the Act"), 42 USC 4104c, as amended by the National Flood Insurance Reform Act of 1994 (NFIRA), Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264, with the goal of reducing or eliminating claims under the NFIP.

The Grantee agrees to abide by the Grant Award terms and conditions as set forth in this document.

ARTICLE II. PROJECT DESCRIPTION

The Grantee shall perform the work described in the application package and made a part of these Grant Agreement Articles.

ARTICLE III. PERIOD OF PERFORMANCE

The initial performance period for the Grantee shall be equal to the longest performance period of the subgrantee awards. The period of performance shall be 07/29/2013 through 07/28/2016. All costs must be incurred during the period of performance unless pre-award costs are approved.

ARTICLE IV. AMOUNT AWARDED

This Grant is for the administration and completion of an approved **Pre-Disaster Mitigation Grant**. Grant Agreement funds may not be used for other purposes. If costs exceed the maximum amount of FEMA funding approved, the Grantee shall pay the costs in excess of the approved budget.

The approved budget for this award by category is:

	FEDERAL	NON-FEDERAL	TOTAL
Personnel	\$47,230.30	\$15,743.54	\$62,973.84
Fringe Benefit	\$16,290.83	\$5,430.31	\$21,721.14
Travel	\$450.00	\$150.00	\$600.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$150.00	\$50.00	\$200.00
Contractual	\$2,112,063.14	\$1,966,982.31	\$4,079,045.45
Construction	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
TOTAL DIRECT	\$2,176,184.27	\$1,988,356.16	\$4,164,540.43
Indirect Charges	\$38,067.20	\$12,689.15	\$50,756.35
TOTAL BUDGET	\$2,214,251.47	\$2,001,045.31	\$4,215,296.78

The Grantee shall follow Emergency Management and Assistance Regulations found in Title 44 Code of Federal Regulations (CFR) Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Office of Management and Budget Circulars A-102 and A-87, and program guidance to implement this Grant Award.

ARTICLE V. COST SHARE

The cost-share requirement for this award is 53 % Federal and 47 % non-Federal.

ARTICLE VI. FEMA OFFICIALS

FEMA officials are as follows:

The Project Officer shall be an official at the FEMA Regional Office who will be responsible for the program and technical monitoring of the work and technical performance of the activities described in the application.

The Project Officer is: **Joan Flack**

The Assistance Officer is the FEMA official who has full authority to negotiate, administer and execute all business matters of the Grant Award.

The Assistance Officer is: **Melissa A. Pulver**

ARTICLE VII. TERMS AND CONDITIONS

The specific terms and conditions of this agreement are as follows:

ASSURANCE COMPLIANCE:

The certifications signed by the Grantee in the application relating to maintenance of a Drug-Free workplace (44 CFR Part 17, Subpart F) and New Restrictions on Lobbying (44 CFR Part 18) apply to this grant agreement and are incorporated by reference.

BUDGET REVISIONS:

The Grantee shall follow prior approval requirements for budget revisions found in 44 CFR 13.30. Transfer of funds between total direct cost categories in the approved budget shall receive the prior approval of FEMA when such cumulative transfers among those direct cost categories exceed ten percent of the total budget.

If a Grantee estimates that it will have obligated funds remaining after the end of the performance period, the Grantee must report this to the FEMA Regional Office at the earliest possible time and ask for disposition instructions.

CLOSE OUT:

Reports Submission: Per 44 CFR 13.50, when the appropriate grant award performance period expires, the Grantee shall submit the following documents within 90 days: (1) a final Financial Report, (2) final program performance report, (3) an inventory of equipment purchased under each grant's funds, (4) an inventory of Federally-owned property, (5) other required documents specified by program regulation.

Report Acceptance: FEMA shall review the Grantee reports, perform the necessary financial reconciliation, negotiate necessary adjustments between the Grantee and FEMA's records, and close out the grant in writing.

Record Retention: Records shall be retained for 3 years (except in certain rare circumstances described in 44 CFR 13.42) from the date the final financial status report is submitted to FEMA in compliance with 44 CFR 13.42.

CONSTRUCTION PROJECT REQUIREMENTS:

1. Acceptance of Federal funding requires FEMA, the Grantee and any Subgrantees to comply with all Federal, state and local laws prior to the start of any construction activity. Failure to obtain all appropriate Federal, state and local environmental permits and clearances may jeopardize Federal funding.
2. Any change to the approved scope of work will require re-evaluation by FEMA for Grantee and Subgrantee compliance with the National Environmental Policy Act and other laws and Executive Orders.
3. If ground disturbing activities occur during construction, the Grantee and any Subgrantees must ensure monitoring of ground disturbance and, if any potential archeological resources are discovered, the Subgrantee will immediately cease construction in that area and notify the Grantee and FEMA.

COPYRIGHT:

The Grantee is free to copyright any original work developed in the course of or under the agreement. FEMA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use the work for Government purposes. Any publication resulting from work performed under this agreement shall include an acknowledgement of FEMA financial support and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA views.

COST SHARE:

The Grantee shall follow cost-sharing requirements mandated by program guidance, statute or regulation and in compliance with 44 CFR 13.24. Cost-share funding shall be available with the approval of each grant. Performance Period extensions shall not be approved for delays caused by lack of cost-share funding.

ENFORCEMENT:

FEMA enforcement remedies shall be processed as specified in 44 CFR 13.43, Enforcement when the Terms and Conditions of this Grant Award are not met.

EQUIPMENT/SUPPLIES:

The Grantee must comply with the regulations listed in 44 CFR 13.32, Equipment, 44 CFR 13.33 Supplies, and 44 CFR 13.36 Procurement, and must be in compliance with state laws and procedures.

FUNDS TRANSFER:

No transfer of funds to agencies other than those identified in the approved grant agreement shall be made without prior approval of FEMA.

INSURANCE:

In compliance with Public Law 103-325, Title V National Flood Insurance Reform Act of 1973, section 582 requires that any person receiving Federal assistance for the repair, replacement, or restoration for damage to any personal or residential property at any time must maintain flood

insurance if the property is located in a Special Flood Hazard Area.

PAYMENT:

Grantee shall be paid using the Federal Health and Human Services (HHS) Payment Management System-SMARTLINK, provided Grantee maintains and complies with procedures for minimizing the time between transfer of funds from the US Treasury and disbursement by the Grantee and subgrantees. The Grantee commits itself to: 1) initiating cash draw downs only when actually needed for its disbursement; 2) timely financial reporting per FEMA requirements, using the SF 269 or equivalent report; and 3) imposing the same standards of timing and amount upon any secondary Grantee.

Subgrantees must comply with the same payment requirement as the Grantee and must comply with the requirements specified in the Grantee's subgrant award agreements.

DUPLICATION OF PROGRAMS:

FEMA will not provide assistance under the its programs for activities that it determines another Federal program has a more specific or primary authority to provide. FEMA also will not provide assistance for the applicant or subapplicant's legal obligations. FEMA may disallow or recoup amounts that duplicate other authorities.

DUPLICATION OF BENEFITS:

FEMA will not provide assistance under the program for activities that duplicate benefits received by or available to applicants, subapplicants and other project participants from insurance, other assistance programs, legal awards, or any other source to address the same purpose. Such individual or entity must notify the Grantee and FEMA of all benefits that it receives or anticipates from other sources for the same purpose, and must seek all such benefits available to them. FEMA will reduce the grant by the amounts available for the same purpose from another source. If FEMA provides assistance under this SRL program when other benefits are available, the Grantee will be liable to FEMA for any duplicative amounts that are received from other sources, and must reimburse FEMA for such amounts. FEMA also will not provide assistance for the applicant or subapplicant's legal obligations, such as those imposed by a legal settlement, court order or State law.

NON DISCRIMINATION:

The program must be administered in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality, sex, age, or economic status. The program complies with Section 308 of the Stafford Act and Title VI of the 1964 Civil Rights Act and other applicable laws. All applicants/Grantees must comply with Title VI, including State and local governments distributing Federal assistance.

Applicants/Grantees and subapplicants/subgrantees will ensure that no discrimination is practiced. Applicants must consider fairness, equity, and equal access when prioritizing and selecting project subapplications to submit with their application. Subapplicants and subgrantees must ensure fairness, equity and equal access when consulting and making offers of mitigation to property owners that benefit from mitigation activities.

CHANGES IN SCOPES OF WORK:

Requests for changes to the SOW after award are permissible as long as they do not change the nature or total project cost of the activity, properties identified in the subapplication, the feasibility and

effectiveness of the project, or the benefit cost ratio. Requests must be supported by adequate justification from the applicant in order to be processed. The justification is a description of the proposed change, a written explanation of the reason or reasons for the change; an outline of remaining funds available to support the change; and a full description of the work necessary to complete the activity. All approvals will be at FEMA's discretion, and there is no guarantee that SOW changes will be approved.

PERFORMANCE PERIODS:

Program/Project/subgrant Approval and/or Awards:

All grant award activities, including all projects and/or activities approved under each subgrant award, shall be completed within the time period prescribed and authorized on the obligating documents. All costs must be incurred within the approved performance period or be approved pre-award costs.

EXTENSIONS:

Requests for time extensions to the Performance Period will be considered but will not be granted automatically and must be supported by adequate justification submitted to the Regional Office in order to be processed. This justification is a written explanation of the reason or reasons for the delay; an outline of remaining funds available to support the extended Performance Period; and a description of performance measures necessary to complete the activity. Without justification, extensions requests will not be processed. Financial and progress reports must be current in order for a time extension to be considered.

RECOUPMENT OF FUNDS:

FEMA will recoup mitigation planning grant funds for grants that do not meet the deliverable criteria of an adopted, FEMA-approved mitigation plan by the end of the performance period.

RECOVERY OF FUNDS:

The Grantee will process the recovery of assistance paid to subgrantees processed through error, misrepresentation, or fraud or if funds are spent inappropriately. Recovered funds shall be submitted to FEMA as soon as the funds are collected, but no later than 90 days from the expiration date of the appropriate grant award agreement.

All fraud identifications will be reported to the FEMA Inspector General's office. The Grantee agrees to cooperate with investigation conducted by the FEMA Inspector General's office.

REFUND, REBATE, CREDITS:

The Grantee shall transfer to FEMA the appropriate share, based on the Federal support percentage, of any refund, rebate, credit or other amounts arising from the performance of this agreement, along with accrued interest, if any. The Grantee shall take necessary action to effect prompt collection of all monies due or which may become due and to cooperate with FEMA in any claim or suit in connection with amounts due.

REPORTS:

Federal Financial Report (SF 425):

The Grantee shall submit the Federal Financial Report (FFR) to the FEMA Regional Office within 30 days of the first Federal quarter following the initial grant award. The Grantee shall submit quarterly

FFRs thereafter until the grant ends. Reports are due on January 30, April 30, July 30, and October 30. A report must be submitted for every quarter of the period of performance, including partial calendar quarters, as well as for periods where no grant activity occurs. Future awards and fund draw downs may be withheld if these reports are delinquent.

Performance Report:

The Grantee shall submit performance reports to the FEMA Regional Office within 30 days after end of each quarter. The report shall consist of a comparison of actual accomplishment to the approved activity objectives. The Regional Administrator may waive the initial report. The Grantee shall submit quarterly performance reports thereafter until the grant ends. Reports are due January 30, April 30, July 30, and October 30. Quarterly performance report shall report the name, completion status, expenditure, and payment-to-date of each approved activity/sub-grant award under the Grant Award.

Final Reports:

The Grantee shall submit a final FFR and Performance Report 90 days after the end date of the performance period.

TERMINATION:

The Grantee, subgrantee, or FEMA may terminate grant award agreements by giving written notice to the other party at least seven (7) calendar days prior to the effective date of the termination. All notices are to be transmitted via registered or certified mail, return receipt requested. The Grantee's authority to incur new costs will be terminated upon the date of receipt of the notice or the date set forth in the notice. Any costs incurred up to the earlier of the date of the receipt of the notice or the date of termination set forth in the notice will be negotiated for final payment. Close out of the grant award will be commenced and processed as prescribed under Article VII. 3.

ARTICLE VIII. GOVERNING PROVISIONS

The Grantee and any sub-grantees shall comply with all applicable laws and regulations. A non-exclusive list of laws and regulations commonly applicable to FEMA grants is attached hereto for reference only.

The Grantee and any subgrantees shall also be bound by the Program Guidance document. The following Office of Management and Budget circulars are also applicable to this grant:

OMB Circular A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments

OMB Circular A-87 Cost Principles for State and Local Governments

OMB Circular A-21 Cost Principles for Educational Institutions

OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments

OMB Circular A-133 Audits of States, Local Governments, and Non-Profit Organizations

Commonly Applicable Statutes and Regulations

Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities

Sections 1361(A) of the National Flood Insurance Act of 1968 (NFIA, or "the Act"), 42 USC 4104c, as amended by the National Flood Insurance Reform Act of 1994 (NFIRA), Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264

Title 44 of the Code of Federal Regulations (CFR)

44 CFR Part 79-Flood Mitigation Grants

44 CFR Part 80-Property Acquisition and Relocation for Open Space

44 CFR Part 9-Floodplain Management and Protection of Wetlands

44 CFR Part 10-Environmental Considerations

44 CFR Part 13-Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

31 CFR Part 205-Rules and Procedures for Funds Transfers

Award Agreement Articles Attachment**Award Package (Part 3 of 3)****FEDERAL EMERGENCY MANAGEMENT AGENCY
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT**

1a. AGREEMENT NO. EMF-2010-PD-0001	2. AMENDMENT NO. 5	3. RECIPIENT NO. 68-0278801	4. TYPE OF ACTION STD	5. CONTROL NO. F482340N, F482559N, F490631N, F490635N3
--	------------------------------	---------------------------------------	---------------------------------	--

6. RECIPIENT NAME AND ADDRESS California Emergency Management Agency 3650 Schriever Ave. , Mather CA , 95655-0000	7. ISSUING FEMA OFFICE AND ADDRESS FEMA Region IX 1111 Broadway , 1111 Broadway , Oakland, CA - 94607 Specialist:Joan Flack 510-627-7023	8. PAYMENT OFFICE AND ADDRESS
---	--	-------------------------------

9. NAME OF RECIPIENT PROJECT OFFICER Kirby Everhart	PHONE NO. 916-845-8150	10. NAME OF FEMA PROJECT COORDINATOR Joan Flack	PHONE NO. 510-627-7023
---	----------------------------------	---	----------------------------------

11. EFFECTIVE DATE OF THIS ACTION 07-29-2013	12. METHOD OF PAYMENT H	13. ASSISTANCE ARRANGEMENT S	14. PERFORMANCE PERIOD From: 07-29-2013 To: 07-28-2016
--	-----------------------------------	--	---

Budget Period
From:**10-01-2012** To:**09-30-2013**

15. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX- XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMMULATIVE NON- FEDERAL COMMITMENT
LPDM	97.047	2010-69-5770RB- 9092-4101-D	\$171,885.00	\$0.00	\$171,885.00	\$57,295.00
LPDM	97.047	2012-69-5770RB- 9092-4101-D	\$952,188.33	\$0.00	\$952,188.33	\$1,580,357.00
LPDM	97.047	2013-69-K112-R092- 4101-D	\$703,867.39	\$386,310.75	\$1,090,178.14	\$363,393.31
TOTALS			\$1,827,940.72	\$386,310.75	\$2,214,251.47	\$2,001,045.31

b. To describe changes other than funding data or financial changes, attach schedule and check here.

No

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)

DATE

7/30/13

Award Package

Signed by **Paul Ransom GRANTEE**

07-29-2013

18. FEMA SIGNATORY OFFICIAL (Name and Title)

DATE

Signed by **MELISSA PULVER**

07-29-2013

Assistance Officer

GRANT AWARD FACE SHEET INSTRUCTIONS

Cal OES Section: The top portion of the form contains blocks for five (5) important numbers.
Please do not fill in these blocks. These numbers will be entered by Cal OES.

1. Grant Recipient

The Grant Recipient is the unit of government or community based organization (CBO) that will have legal responsibility for these grant funds (e.g. County of Alameda, City of Fresno or Women's Place of Merced). Enter the legal title of the Grant Recipient. This term also refers to the Grantee, Sub-grantee or Sub-Recipient.

1a. Federal DUNS Number (Grant Recipient)

Enter the full 9-digit Federal Data Universal Numbering System (DUNS) ID number for the Grant Recipient. If the Grant Recipient does not yet have a DUNS number assigned, one may be obtained by contacting Dun & Bradstreet at 866-705-5711 or at www.dnb.com. This requirement applies to federally funded grants only.

2. Implementing Agency

Enter the complete name of the agency responsible for the day-to-day operation of the grant (e.g. Sheriff, Police Department, or Department of Public Works). If the Implementing Agency is the same as the Grant Recipient, enter the same title again.

2a. Federal DUNS Number (Implementing Agency)

Enter the full 9-digit Federal Data Universal Numbering System (DUNS) ID number for the Implementing Agency. If the Implementing Agency does not yet have a DUNS number assigned, one may be obtained by contacting Dun & Bradstreet at 866-705-5711 or at www.dnb.com. This requirement applies to federally funded grants only.

3. Implementing Agency Address

Enter the address of the Implementing Agency. Provide the complete nine digit zip code (Zip+4).

4. Location of Project

Enter the City and County/Operational Area where the project is located. Provide the complete nine digit zip code (Zip+4).

5. Disaster /Program Title

Enter the name of the Disaster or Program providing the funds for this grant award. A disaster may be referred by the federal declaration number. Program titles should be complete without the use of acronyms.

6. Performance Period

Enter beginning and ending dates of the performance period for the grant. (mm/dd/yy)

7A. – 12G. Fund Allocations and Total Project Cost

For each fund source used in the program, select the correct grant year and acronym from the drop down lists, the amount of State or Federal funds requested, the amount of cash *and/or* in-kind match contributed and the resulting totals. If the source does not appear on the list, enter the acronym for the source in box 11. Please do not enter both State and Federal on the same line. Block 12G should correspond to the total project cost specified in the budget.

13. Certification Paragraph

Please review the Certification Paragraph.

14. Official Authorized to sign for the Applicant/Grant Recipient

Enter the name, title, telephone number, and e-mail address of the official authorized to enter into the Grant Award Agreement for the Grant Recipient as stated in Block 1 of the Grant Award Face Sheet (Cal OES 2-101). Enter the Payment Mailing Address where grant funds should be sent.

15. Federal Employer ID Number

Enter the 9-digit Federal Employer Identification Number for the Implementing Agency.

Provide an original signature of the authorized official. The use of white out or tape is prohibited and will invalidate the signature on the Grant Award Face Sheet.

(Cal EMA Use Only)

Cal EMA# _____ FIPS# _____ VS _____ CFDA# _____ Grant# _____

CALIFORNIA EMERGENCY MANAGEMENT AGENCY GRANT AWARD FACE SHEET (Cal EMA 2-101)

The California Emergency Management Agency hereafter designated Cal EMA, hereby makes a Grant Award of funds to the following:

1. Grant Recipient: City of Chula Vista 1a. DUNS# 078276551

In the amount and for the purpose and duration set forth in this Grant Award.

2. Implementing Agency: Public Works Department 2a. DUNS# 078276551

3. Implementing Agency Address: 1800 Maxwell Road Chula Vista 91911-6158
Street City Zip+4

4. Location of Project: Chula Vista CA 91910-6853
City County Zip+4

5. Disaster/Program Title: LPDM 2009 6. Performance Period: 07/29/13 to 07/28/16

Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Project Cost
2009	7. LPDM		\$386,310		\$128,771		\$128,771	\$515,081
Select	8. Select						\$0	\$0
Select	9. Select						\$0	\$0
Select	10. Select						\$0	\$0
Select	11. Select						\$0	\$0
	12. TOTALS	\$0	\$386,310	\$386,310	\$128,771	\$0	\$128,771	12G. Total Project Cost: \$515,081

13. This Grant Award consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications. I hereby certify I am vested with the authority to enter into this Grant Award Agreement, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Grant Recipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Award. The Grant Recipient accepts this Grant Award and agrees to administer the grant project in accordance with the Grant Award as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal EMA policy and program guidance. The Grant Recipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

14. Official Authorized to Sign for Applicant/Grant Recipient: _____ 15. Federal Employer ID Number: 95-600069

Name: Richard A. Hopkins Title: Director of Public Works

Telephone: (619) 409-5873 FAX: (619) 397-6259 Email: rhopkins@chulavistaca.gov
(area code) (area code)

Payment Mailing Address: 1800 Maxwell Road City: Chula Vista Zip+4: 91911-6158

Signature: [Signature] Date: 10/21/13

[FOR Cal EMA USE ONLY]

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

Cal EMA Fiscal Officer _____ Date _____ Cal EMA Secretary (or designee) _____ Date _____

Subgrantee Assurances

Hazard Mitigation Grants

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact California Emergency Management Agency (Cal EMA). Further, certain federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance-awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gains.
8. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.), which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

9. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibit discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made, and (j) the requirements on any other nondiscrimination statute(s) which may apply to the application.
10. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal and federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
11. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$5,000 or more.
12. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.O. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.O. 93-205).
13. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

Authorization

I, Richard A. Hopkins, do hereby certify as the authorized representative or
Name

officer of City of Chula Vista, that the information contained in this
Name of Organization

application is true and correct.

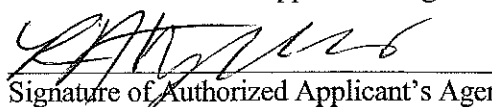
Director of Public Works RAH 10/21/13
Title Signature Date

14. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
15. Will comply 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, Sections 2445, 2446, 2447 and 2448.
16. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996.
17. Will comply with all applicable requirements of all other federal laws, Executive Orders, regulations and policies governing this program.
18. Has requested through the State of California, federal financial assistance to be used to perform eligible work approved in the subgrantee application for federal assistance. Will, after the receipt of federal financial assistance, through the State of California, agree to the following:
 - a. The state warrant covering federal financial assistance will be deposited in a special and separate account, and will be used to pay only eligible costs for projects described above;
 - b. To return to the State of California such part of the funds so reimbursed pursuant to the above numbered application, which are excess to the approved actual expenditures as accepted by final audit of the federal or state government.
 - c. In the event the approved amount of the above numbered project application is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.
19. Will not make any award or permit any award (subgrant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension."

The undersigned represents that he/she is authorized by the above named subgrantee to enter into this agreement for and on behalf of said subgrantee.

The undersigned represents that he/she is authorized by the subgrantee to enter into this agreement for and on behalf of the said subgrantee.

Richard A. Hopkins

 Name of Authorized Applicant's Agent


 Signature of Authorized Applicant's Agent

Director of Public Works

 Title

 10/21/13

 Date