

## STATE OF MINNESOTA GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through its Commissioner of Public Safety, Division of Homeland Security and Emergency Management, 444 Cedar Street, Suite 223, St. Paul, MN 55101 ("State") and City of St. Paul, 367 Grove Street Fifth Floor, St. Paul, MN 55101 ("Grantee").

### Recitals

- 1 Under Minn. Stat. § 299A.01, Subd 2 (4) and Minn. Stat. Chapter 12, Executive Order 07-14 the State is empowered to enter into this grant contract.
- 2 Federal funds for this grant contract are provided from the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA) through Grant Award Number EMC-2010-PC-001.
- 3 The State is in need to disburse Pre-Disaster Mitigation (PDM) funds for approved Hazard Mitigation project and planning grants.
- 4 The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State.

### Grant Contract

#### 1 Term of Grant Contract

- 1.1 **Effective date:** September 27, 2010, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later. Once this grant contract is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to Clause 4.2 of this grant contract. Reimbursements will only be made for those expenditures made according to the terms of this grant contract.
- 1.2 **Expiration date:** September 30, 2013, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

#### 2 Grantee's Duties

The Grantee, who is not a state employee, will:

- 2.1 The Grantee agrees to carry out the hazard mitigation measure(s) described in this grant contract, Attachment A, which is attached and incorporated in this grant contract. The Grantee shall perform their duties in accordance with the 2010 Pre-Disaster Mitigation Guidance which is incorporated by reference into this grant contract.
- 2.2 This grant contract is subject to all applicable federal and state statutes and regulations, policies, and executive orders, including, but not limited to the following:
  - (1) Federal Audit Requirements, labeled Attachment B, which is attached and incorporated into this grant contract.
  - (2) Federal Assurances, labeled Attachment C, which is attached and incorporated into this grant contract.
  - (3) Grantees receiving \$100,000 or more must complete and return the Certificate Regarding Lobbying form, labeled Attachment D, which is attached and incorporated into this grant contract.
  - (4) Single Audit Act Amendments of 1996 and Office of Management and Budget Circulars govern standard grant management practices: OMB Circulars A-87, A-102, and A-133 which are incorporated into this grant contract by reference.
- 2.3 Any written, visual, or audio publications, with the exception of press releases, whether published at the Grantee's or the State's expense shall contain the following statements: "This project was supported by

Grant Award Number EMC-2010-PC-001 awarded by the Federal Emergency Management Agency (FEMA). Points of view or opinions in this document are those of the author and do not represent endorsement by FEMA or reflects FEMA views."

### 3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

### 4 Consideration and Payment

**4.1 Consideration.** The State will pay for all services performed by the Grantee under this grant contract as follows:

#### (1) *Compensation.*

- a. The Grantee will be reimbursed an amount not to exceed \$83,700.00 according to the breakdown of costs contained in Attachment A.
- b. The Grantee will submit a written change request for any substitution of budget items in Attachment A, or any deviation of more than 15% from the approved budget category amounts in Attachment A. Change requests for substitutions of budget items, or a deviation of more than 15% from the approved budget category amount must be given in writing to the State's Authorized Representative and at least 60 days prior to the Expiration date of this grant contract. Grantees whose requests have been approved will be notified in writing by the State's Authorized Representative to the Grantee's Authorized Representative. Requests must be approved prior to any expenditure by the Grantee.

(2) *Matching Requirements.* (If Applicable.) Grantee certifies that the following matching requirement, for the grant contract, will be met by the Grantee: \$27,900.00.

(3) *Total Obligation.* The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$83,700.00.

#### 4.2 Payment

- (1) *Invoice.* The State will promptly pay the Grantee after the Grantee presents an Invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:
  - a. Invoices will be filed in arrears at least quarterly, but not more often than monthly, and within 30 days of the period covered by the Invoice for services satisfactorily performed.
  - b. No more than 90% of the amount due under this grant contract may be paid until the project is complete and the work has been verified by the State's Authorized Representative. The balance due will be paid when the State determines that the project has been satisfactorily completed and all the terms of this grant contract have been met.
  - c. Grantee will submit quarterly narrative performance reports due January 15, April 15, July 15 and October 15 for the life of the grant.
  - d. Expenditures for each state fiscal year of this grant contract must be for services performed within applicable state fiscal years. Every state fiscal year begins on July 1 and ends on June 30.
  - e. Final Invoice pertaining to each state fiscal year of this grant contract must be received by July 31 of that calendar year. Reimbursements from the next fiscal year(s) may commence on or after July 1 of that calendar year. The final Invoice of this grant contract must be received no later than 30 days after the Expiration date of this grant contract.

(2) *Federal funds.* (Where applicable, if blank this section does not apply) Payments under this grant

contract will be made from federal funds obtained by the State through the U.S. Department of Homeland Security, Federal Emergency Management Agency authorized under the Sections 1361(A) if 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, CFDA Number 97.047. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

## **5 Conditions of Payment**

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

## **6 Authorized Representative**

The State's Authorized Representative is Jim Russell, State Hazard Mitigation Officer, Division of Homeland Security and Emergency Management, 444 Cedar Street, Suite 223, St. Paul, MN 55101, Phone: 651-201-7423, or her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Allen Glass, Emergency Management Planning Coordinator, 367 Grove Street Fifth Floor, St. Paul, MN 55101 Phone: (651)266-5495. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

## **7 Assignment, Amendments, Waiver, and Grant Contract Complete**

**7.1 Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this grant contract without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this grant contract, or their successors in office.

**7.2 Amendments.** Any amendment to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

**7.3 Waiver.** If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or its right to enforce it.

**7.4 Grant Contract Complete.** This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

## **8 Liability**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

## **9 State Audits**

Under Minn. Stat. § 16C.05, subd. 5, the Grantee's books, records, documents, and accounting procedures and practices relevant to this grant contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract.

## **10 Government Data Practices**

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released.

## **11 Workers' Compensation**

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

## **12 Publicity and Endorsement**

**12.1 Publicity.** Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

**12.2 Endorsement.** The Grantee must not claim that the State endorses its products or services.

## **13 Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## **14 Termination**

**14.1 Termination by the State.** The State may cancel this grant contract at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

**14.2 Termination for Insufficient Funding.** The State may immediately terminate this grant contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here.

Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the grant contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State

receiving that notice.

- 14.3 **Termination for Failure to Comply.** The State may cancel this grant contract immediately if the State finds that there has been a failure to comply with the provisions of this grant, that reasonable progress has not been made or that the purpose for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

## 15 Data Disclosure

Under Minn. Stat. § 270C.65, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any, or pay other state liabilities.

### 1. ENCUMBRANCE VERIFICATION

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.*

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

### 3. STATE AGENCY

By: \_\_\_\_\_  
(with delegated authority)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### 2. GRANTEE

*The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.*

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Distribution:  
DPS/FAS  
Grantee  
State's Authorized Representative

## Subgrant Planning Application

**Application Title:** City of Saint Paul Comprehensive 5 Year All Hazard Mitigation Revision Review

**Subgrant Applicant:** City of St. Paul, MN

**Application Number:** MN-2010-003

**Application Year:** 2010

**Grant Type:** Planning Application

**Address:** 367 Grove Street, Fifth Floor, Saint Paul, MN 55101-2416

### Applicant Information

Name of Applicant	Department of Emergency Management for the City of St. Paul, MN
State	MN
Congressional District	Four
Type of Applicant	Local Government
Legal status, function, and facilities owned:	
State Tax Number:	
Federal Tax Number:	
Other type name:	
Federal Employer Identification Number(EIN). If Indian Tribe, this is Tribal Identification Number.	41-6005521
What is your DUNS Number?	153857347
Are you the application preparer?	Yes
Is the application preparer the Point of Contact?	Yes
Is application subject to review by Executive Order 12372 Process?	No. Program is not covered by E.O. 12372
Is the applicant delinquent on any Federal debt?	No
Explanation:	

### Contact Information

#### Point of Contact Information

Title	Mr.
First Name	Allen
Middle Initial	W
Last Name	Glass
Title	Emergency Management Planning Coordinator
Agency/Organization	City of St. Paul, MN
Address 1	367 Grove Street
Address 2	Fifth Floor
City	Saint Paul
State	MN
ZIP	55101 - 2416
Phone	651-266-5495 Ext.
Fax	651-266-5493
Email	allen.glass@ci.stpaul.mn.us

#### Alternate Point of Contact Information

Title	Ms.
First Name	Shannon
Middle Initial	D
Last Name	McNulty
Title	Emergency Manager
Agency/Organization	City of St. Paul, MN
Address 1	367 Grove Street
Address 2	Fifth Floor
City	Saint Paul
State	MN
ZIP	55101 - 2416
Phone	651-266-5491 Ext.
Fax	651-266-5493
Email	shannon.mculty@ci.stpaul.mn.us

### Community Information

Please provide the name of each community that will benefit from this mitigation activity.

State	County Code	Community Name	CID Number	CRS Community	CRS Rating	State Legislative District	US Congressional District
MN	275248_QBM0Z0B7Z	ST. PAUL, CITY OF	275248	N		275248	4

Enter Community Profile Information below.

[Help](#)

See attached St. Paul Community Profile.

Comments:

The Purpose of this grant request is to perform a comprehensive review and rewrite of our current All Hazards Plan for the City of St. Paul. Our current FEMA approved plan was initiated in 2004 and approved in 2007.

Attachments

[Community Profile.doc](#)

State	MN	
Community Name	ST. PAUL, CITY OF	
County Name	MINNESOTA	
County Code	RAMSEY COUNTY	
City Code	275248	
FIPS Code	123	<a href="#">Help</a>
CID Number	275248	<a href="#">Help</a>
CRS Community	N	
CRS Rating		
State Legislative District	275248	
US Congressional District	4	
FIRM or FHBM available?	Yes	
Community Status	PARTICIPATING	<a href="#">Help</a>
Community participates in NFIP?	Yes	
Date entered in NFIP	04-02-1971	
Date of most recent Community Assistance Visit (CAV)?	05-09-2002	<a href="#">Help</a>



### Mitigation Plan Information

Is the entity that will benefit from the proposed activity covered by a current FEMA-approved multi-hazard mitigation plan in compliance with 44 CFR Part 201? Yes

If Yes, please answer the following:

What is the name of the plan? City of St. Paul All Hazard Mitigation Plan  
 What is the type of plan? Local Multi-hazard Mitigation Plan  
 When was the current multi-hazard mitigation plan approved by FEMA? 03-22-2007

If No or Not Known, please answer the following:

Does the entity have any other mitigation plans adopted? No

If Yes, please provide the following information.

Plan Name	Plan Type	Date Adopted	Attachment
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Please identify all previous FEMA planning grants received:

Type of Grant	Performance Period		Deliverable Activity	Amount
	Beginning Date	Ending Date		
PDM-02	11-01-2002	05-03-2007	Planning	\$5,735.00
			Total	\$5,735.00

Does the State/Tribe in which the entity is located have a current FEMA-approved mitigation plan in compliance with 44 CFR Part 201? Yes

If Yes, please answer the following:

What is the name of the plan? 2008 Minnesota State All Hazard Mitigation Plan  
 What is the type of plan? Standard State Multi-hazard Mitigation Plan  
 When was the current multi-hazard mitigation plan approved by FEMA? 04-23-2008

Describe how the proposed activity relates to or is consistent with the State/Tribe's FEMA-approved mitigation plan. The City of St. Paul will use the state mitigation plan as a basis for its comprehensive plan review. The risk analysis and capability assessment will be used as a foundation to base those assessments in the revised plan. The goals and strategies will be reviewed to determine applicability to the city's plan.

If you would like to make any comments, please enter them below.

To attach documents, click the *Attachments* button below.

## Mitigation Activity Information

What type of activity are you proposing?

[Help](#)

### 91.1 - Local Multihazard Mitigation Plan

Please select one of the following options to describe the intent of this proposal:

Update an existing plan

If updating an existing Disaster Mitigation Act of 2000 plan, or modifying a plan adopted prior to the

Disaster Mitigation Act of 2000, please explain.

St. Paul Emergency Management determined that a comprehensive revision was needed for the five year review to meet FEMA planning requirements. The plan and FEMA plan requirements were reviewed. The crosswalk for the current plan approval was not available. The review has been substantial enough that the plan will essentially be a new plan and that the "Recommended Revisions" in the initial crosswalk will probably be exceeded. The requirements for updating the plan and NFIP will be addressed. The items slated for revision will be discussed by the section of the plan: Executive Summary - this section will be revised to include revised information and the plan will also be working toward integrating the mitigation strategies into other community plans. Hazard Mitigation Overview - The goals and benefits will be revised to describe a new process and to summarize the status the strategies in the current plan. A summary of revision will also be included in this section. Planning Process - Changes to the process will be described due to the community planning aspect. Surveys will also be developed as part of this section to be sent to the general public and private sector. The surveys will include questions related to the risk assessment and potential mitigation strategies. Emergency Management will work with St. Paul Marketing and the Planning Department to organize the survey and public meetings. St. Paul has 17 planning districts to update the Comprehensive Plan. Public meetings will be part of these districts. Community Profile will be update with new information. A new section outlining the capabilities in St. Paul in regards to ordinances, plans, state/federal funding will be developed to assist with the strategy development. Hazard Risk/Vulnerability Assessment & Hazards - The review determined that the risk assessment was not adequate for some of the needs in the plan. A HAZUS-MH flood analysis will be performed for this plan revision. The analysis will map the flood risk and determine the vulnerability of structures in the floodplain. The data for structures will also be used to determine vulnerability for other natural hazards. The Planning Department will be working on this analysis since they have GIS capability and are familiar with the HAZUS software. Expertise from the National Weather Service and other agencies that support emergency management will be consulted for the input into the risk analysis. Please see comments below for the remainder of this explanation.

Title of your proposed activity:

City of Saint Paul Comprehensive 5 Year All Hazard Mitigation Revision Review

If you would like to make any comments, please enter them below.

Explanation of plan update (continued): Goals and Strategies: The eligible projects for FEMA's Hazard Mitigation Assistance program will be reviewed, along with that of other state and federal agencies regarding hazard mitigation, as part of the capabilities assessment. The possible funding will be used as part of the cost benefit review for the strategies. The strategies in the current plan will be updated and suggested strategies will be evaluated for inclusion. Plan Maintenance - Very little revision will be required. The crossover of strategies into the city's comprehensive plan or other regional plans will be detailed for tracking their progress.

Attachments:

2007 - Saint Paul Mitigation Plan.doc

### Problem Description

Describe the geographic area(s) to be covered by the plan. Attach geographical/topographical maps as necessary.

The city of St. Paul is the capital and second-most populous city in the state of Minnesota. The city lies mostly on the north bank of the Mississippi River, downstream of the river's confluence with the Minnesota River, and adjoins Minneapolis, the state's largest city. Known as the "Twin Cities", these two cities form the core of Minneapolis-Saint Paul, the sixteenth largest metropolitan area in the United States, with about 3.5 million residents. The city's population at the 2000 census was 287,151. Saint Paul serves as the county seat of Ramsey County, the smallest and most densely populated county in Minnesota. Though Minneapolis is more nationally recognized, Saint Paul contains important institutions and the state's political activity. Regionally, the city is popular for the Xcel Energy Center, home of the Minnesota Wild, and for the Science Museum of Minnesota. As a business hub of the Upper Midwest, it is headquarters for companies such as Cray Computer, Ecolab, Gander Mountain, and Lawson Software. Saint Paul history and the city's growth as a landing port are tied to water. The city's defining physical characteristic, the Mississippi and connecting Minnesota Rivers were carved into the region during the last ice age. The Mississippi River forms a municipal boundary on part of the city's west, southwest and southeast sides. The city's largest lakes are Pig's Eye Lake, in the river, Lake Phalen, and Lake Como. According to the United States Census Bureau, the city has a total area of 56.2 square miles. 52.8 square miles of it is land and 3.4 square miles of it (6.07%) is water. The topography of the city is hilly. Bluffs were cut out of the terrain by glaciers to form vistas along the Mississippi river valley. The soil and rock in the bluffs have a high content of limestone which causes erosion and landslides. Since the 1950s, the city acquired hundreds of structures along the Mississippi River and turned those areas into recreational parks. The parks form part of the seventy two mile long National River and Recreation Area. Harriet Island and Crosby Farm regional parks are examples of parks that line the Mississippi River in St. Paul. Floodwalls are used extensively to protect riverfront properties in the downtown area. However, some properties are still vulnerable during major floods:

#### Attachments:

[Bedrock Geology.pdf](#)

[Groundwater Sensitivity.pdf](#)

[Surficial Geology.pdf](#)

[Surficial Hydrogeology.pdf](#)

[Prairie du Chien-Jordan Pollution Sensitivity.pdf](#)

### Hazard Type

Identify the source(s) of hazards specific to the geographic area to be addressed in the plan.

Hazards	Source of Hazard
Biological, Chemical	St Paul is the home of many research and development sites.
Flood	St. Paul has a flood history - due to the proximity of the Mississippi River.
Drought	St Paul has a history of drought effects.
Civil Unrest	There are a number of radical hate groups that have nodes in the City that could cause civil unrest.
Dam/Levee Break	St Paul is on the Mississippi River.
Fire	There are grasslands, forested acreage and thousands of wood framed homes in our City.
Snow	We have a snow season that can begin as early as October and as late as May.
Special Events	The City has hosted National, Regional and Local special events that need to be reviewed.

Terrorist	There are several potential terrorist targets that must be assessed
Tornado	St Paul has a tornadic and straight winds history
Mud/Landslide	The bluffs are primarily limestone and erode resulting in rock slides.
Human Cause	There are radical groups that have an awareness of locations within the City that potentially weaken our ability to protect all aspects of the City.
Nuclear	We have the potential to be impacted by evacuees from Prairie Island and the Monticello Nuclear Plant's and other scenarios. The City is with the 50 mile radius of both nuclear generating plants.
Severe Storm(s)	We have the potential of impact from a severe storm regardless of the season.
Toxic Substances	The road and train network in and around St. Paul has the potential for accidental toxic release. The manufacturing companies also have the same potential
Windstorms	Portions of the City are prone to windstorms.

If you would like to make any comments, please enter them below.

Attachments:

### Scope of Work

Describe the plan development process. (If updating an existing plan, please indicate here.)

This is a comprehensive review and update to our current FEMA approved All-Hazards Mitigation Plan for the City of St. Paul. The process will follow the work schedule and the items listed in the Mitigation Activity Section. The plan will be reviewed in essentially the same sequence as the planning requirements. The approval of the grant contract and hiring a planner will be the first step. The mayor's office will be consulted and city council will need to approve the hiring. This planner will be at least part time status for the duration of the plan review. Several months are allotted for the planner to plan the steps and coordinate with other agencies. The Emergency Planning Coordinator will work closely with the planner in these steps. The taskforce will have already been established and meetings regarding the plan review will take place during this phase. Updating the Overview, Planning Process, and Community profile will be the outcome of the initial planning process. Developing a survey, organizing the public meetings, and conducting a public outreach will be part of the next step. Placing the survey on the city website is proposed. Partners in other public agencies and public sector will be identified. The HAZUS-MH river flood analysis will be initiated by the Planning Department. Other hazards will be updated with new information and the methods to determine risk will be reviewed by subject matter experts in agencies such as the National Weather Service. The mayor, city council, and department heads will then be briefed about the new risk analysis and findings from the surveys. The status of the current strategies will be available then the new strategies being considered will be discussed. The public meetings to review the updated plan and to give input will be held. After the plan is fully revised, it will be placed on the city website for public comment. Concurrently, it will be sent to the state and FEMA for review and approval. The plan will be adopted once the FEMA approves it. The strategies from the plan will then be placed in the appropriate city comprehensive plan or other regional plans.

If you would like to make any comments, please enter them below.

Attachments:

### Enter Work Schedule

Description Of Task	Starting Point	Unit Of Time	Duration	Unit Of Time	Work Complete By
Approve grant contract, hire planner	1	MONTHS	12	MONTHS	Emergency Management Director or Coordinator
Plan Review & Coordination	12	MONTHS	2	MONTHS	Taskforce/Emergency Planner/City Departments
Update Overview, Planning Process, Community Profile	14	MONTHS	1	MONTHS	Task Force, Emergency Planner
Conduct Outreach, & Survey	14	MONTHS	6	MONTHS	Emergency Mgt. Planning, Info. Tech, Taskforce
Revise Hazard Risk Vulnerability Assessment Including HAZUS Flood Analysis	18	MONTHS	8	MONTHS	Emergency Planner, Planning, Support Professionals
Revise Mitigation Goals and Strategies/Plan Maintenance	21	MONTHS	2	MONTHS	Emergency Planner, Taskforce
Brief Mayor's Staff and Department Leadership	24	MONTHS	1	MONTHS	Emergency Management Staff, Taskforce
Planning District Meetings	25	MONTHS	1	MONTHS	Emergency Management, Planning
Revise Strategies with Public Input	26	MONTHS	2	MONTHS	Emergency Planner, Taskforce
State and FEMA Plan Review	28	MONTHS	3	MONTHS	Emergency Planner

Public Review Period	28	MONTHS	1	MONTHS	Emergency Planner, Information Technology, Planning
Plan Adoption	31	MONTHS	1	MONTHS	Emergency Management Staff
Estimate the total duration of the proposed activity:	32	MONTHS			

## 91.1 - Local Multihazard Mitigation Plan

Federal Share: \$ 83,700.00

Item Name	Subgrant Budget Class	Unit Quantity	Unit of Measure	Unit Cost (\$)	Cost Estimate (\$)
Emergency Director-Project Management	Personnel	50.00	Hour	\$ 80.00	\$ 4,000.00
Emergency Planning Coordinator-Taskforce, Review	Personnel	50.00	Hour	\$ 60.00	\$ 3,000.00
Emergency Planner - Data Gathering, Plan Revision	Personnel	1,000.00	Hour	\$ 50.00	\$ 50,000.00
Emergency Planner-Meeting Coordination, Plan Review	Personnel	400.00	Hour	\$ 50.00	\$ 20,000.00
City Planning - Taskforce & Review	Personnel	40.00	Hour	\$ 50.00	\$ 2,000.00
City Planning-Public Meetings	Personnel	40.00	Hour	\$ 50.00	\$ 2,000.00
Housing & Redevelopment Authority-Taskforce, Review	Personnel	40.00	Hour	\$ 50.00	\$ 2,000.00
Parks & Recreation - Taskforce, Review	Personnel	40.00	Hour	\$ 50.00	\$ 2,000.00
Public Works - Taskforce Meetings & Plan Review	Personnel	40.00	Hour	\$ 50.00	\$ 2,000.00
Travel	Travel	1,200.00	Mile	\$ 0.50	\$ 600.00
Notices - Public Meetings	Other (Public Notice)	8.00	Each	\$ 25.00	\$ 200.00
Plotter Paper, Map-Public Meetings	Supplies	4.00	Each	\$ 50.00	\$ 200.00
Plotter Printer Cartridges, Map Public Meeting	Supplies	5.00	Each	\$ 60.00	\$ 300.00
Information Technology-Website	Personnel	100.00	Hour	\$ 40.00	\$ 4,000.00
City Marketing - Public Outreach	Personnel	40.00	Each	\$ 40.00	\$ 1,600.00
Printing Costs - Plans	Supplies	100.00	Each	\$ 5.00	\$ 500.00
Computer-Plan Revision	Equipment	1.00	Each	\$ 1,400.00	\$ 1,400.00
HAZUS Risk Assessment-Planning Department	Personnel	320.00	Hour	\$ 40.00	\$ 12,800.00
Emergency Planning Coordinator-Public Meetings	Personnel	50.00	Hour	\$ 60.00	\$ 3,000.00
					Total Cost \$ 111,600.00

Total Plan Cost Estimate: \$ 111,600.00

#### Match Sources

Activity Cost Estimate	\$ 111,600.00	
Federal Share Percentage	75%	
Non-Federal Share Percentage	25%	
	Dollars	Percentage
Proposed Federal Share	\$ 83,700.00	75%
Proposed Non-Federal Share	\$ 27,900.00	25%

#### Matching Funds

Source Agency	Name of Source Agency	Funding Type	Amount (\$)	Action
Local Agency Funding	City of St. Paul, MN	Labor	\$ 27,900.00	<a href="#">View Details</a>
	<b>Grand Total</b>		<b>\$ 27,900.00</b>	

If you would like to make any comments, please enter them below.

Tracking of in-kind labor will be submitted with the request for reimbursement as part of the quarterly report to the grantee.

Attachments

Funding Source	Local Agency Funding
Name of Funding Source	City of St. Paul, MN
Funding Type	Labor
Amount	\$ 27,900.00
Date of availability	10-01-2010
Funds commitment letter date	11-23-2010
Attachment (funds commitment letter)	



### Cost Effectiveness Information

Amendment Number	0
Community	ST. PAUL, CITY OF (275248)
Net Present Value of Project Benefits (A)	\$ 0
Total Project Cost Estimate (B)	\$ 0
Benefit Cost Ratio (A/B)	
Analysis Type	Exempt
Exempt Type	Plans
Reviewer's Name	
BCA Performed by	
Analysis Date	
Comments	

Evaluation Information (Part 1 of 4)

Is the recipient participating in the Community Rating System (CRS)?

No

If yes, what is their CRS rating?

Is the recipient a Cooperating Technical Partner (CTP)?

No

Is the recipient a Firewise Community?

No

If yes, please provide their Firewise Community number.

Has the recipient adopted building codes consistent with the International Codes?

Yes

Has the recipient adopted the National Fire Protection Association (NFPA) 5000 Code?

Yes

Have the recipient's building codes been assessed on the Building Code Effectiveness Grading Schedule (BCEGS)?

No

If yes, what is their BCEGS rating?

Is the recipient a Disaster Resistant University?

No

Is the recipient a Historically Black College or University or a Tribal College or University?

No

## Evaluation Information (Part 2 of 4)

Describe how this planning activity will benefit your constituents.

The Emergency Director is dedicated to reducing the loss of life, casualties, and economic loss due to all disasters, including natural disasters. The impact of taking the community based approach will have wider acceptance of mitigation methodology. For example, the result of lives saved due to placing a safe room in a new multi-family residence or school has a huge impact on reducing liability to property owners and governmental jurisdictions. St. Paul has a history of protecting the lives and property of its citizens and this plan will be another part of that commitment.

Describe the strategy for completing this planning activity, including the review process, adoption, and FEMA's approval.

This is a comprehensive review and update to our current FEMA approved All Hazards Mitigation Plan for the City of St. Paul. The process will follow the work schedule and the items listed in the Mitigation Activity Section. The plan will be reviewed in essentially the same sequence as the planning requirements. The approval of the grant contract and hiring a planner will be the first step. The mayor's office will be consulted and city council will need to approve the hiring. This planner will be at least part time status for the duration of the plan review. Several months are allotted for the planner to plan the steps and coordinate with other agencies. The Emergency Planning Coordinator will work closely with the planner in these steps. The taskforce will have already been established and meetings regarding the plan review will take place during this phase. Updating the Overview, Planning Process, and Community profile will be the outcome of the initial planning process. Developing a survey, organizing the public meetings, and conducting a public outreach will be part of the next step. Placing the survey on the city website is proposed. Partners in other public agencies and public sector will be identified. The HAZUS-MH river flood analysis will be initiated by the Planning Department. Other hazards will be updated with new information and the methods to determine risk will be reviewed by subject matter experts in agencies such as the National Weather Service. The mayor, city council, and department heads will then be briefed about the new risk analysis and findings from the surveys. The status of the current strategies will be available then the new strategies being considered will be discussed. The public meetings to review the updated plan and to give input will be held. After the plan is fully revised, it will be placed on the city website for public comment. Concurrently, it will be sent to the state and FEMA for review and approval. The plan will be adopted once the FEMA approves it. The strategies from the plan will then be placed in the appropriate city comprehensive plan or other regional plans.

Describe how you will manage the costs and schedule, and how you will ensure successful performance.

Both the Emergency Director and the Emergency Planning Coordinator have successful histories in completing large projects. They will use the resources the city has available to manage this project. The Emergency Director will have overall responsibility for the plan review. The Emergency Planning Coordinator will oversee the daily elements of the plan review. A quarterly report will be sent to the state mitigation program. The report will document the progress of the plan, request reimbursement for documented expenditures, and document the in-kind local share. Success will be ensured by consulting with the state mitigation program about plan revisions and requesting reviews as sections or surveys are complete.

Describe the staff and resources needed to implement this mitigation activity and the applicant's ability to provide these resources.

The Emergency Director will meet with the taskforce, city department heads, the mayor's office in regards to the plan development. The Emergency Planning Coordinator will coordinate meetings and work with the emergency planner to ensure items listed in the Scope of Work are complete on time. The emergency planner and planning department personnel have sufficient time budgeted in the cost estimate to complete the work. The other departments have sufficient staff and resources to contribute toward this project.

If applying for multiple mitigation activities, how do these activities relate?

NA

#### Evaluation Information (Part 3 of 4)

How will this mitigation activity leverage involvement of partners to enhance its outcome?

The items in the scope of work and the flood risk analysis are essential items that will be used to educate our partners, decision makers, and public. Taking the mitigation strategies from the mitigation plan and integrating them into other planning processes depends on the knowledge of how that strategy will benefit the community.

What outreach activities are planned relative to this mitigation activity (e.g., signs, press releases, success stories, developing package to share with other communities, losses avoided analysis) and/or how will this mitigation activity serve as a model for other communities (i.e. Do you intend to mentor other communities, Tribes or States? Do you intend to prepare a description of the process followed in this activity so that others may learn from the example?)?

The method of the survey, posting mitigation items on the city website, using the planning zones for public meetings are all strategies for public involvement. Working with St. Paul Marketing will effectively use the public notices and other media available. Working with agencies outside of the St. Paul City government such as regional planning, watershed districts, and school board will add another dimension to participation in the plan. This process will be documented for future use and use of other jurisdictions. St. Paul agrees to provide "best practices" mentoring and any other assistance to either State or local jurisdictions.

### Evaluation Information (Part 4 of 4)

Please provide an assessment of the frequency (high, moderate, low, very low, not applicable) and severity (catastrophic, extensive, serious, minor) of an event for each of the following hazards:

Hazard	Frequency	Severity	Hazard	Frequency	Severity
Coastal storms	Not Applicable	Minor	Severe ice storms	Low	Serious
Earthquake	Low	Serious	Severe storms	Moderate	Serious
Windstorms	Moderate	Serious	Snow	High	Serious
Fire	High	Serious	Tornado	Moderate	Serious
Flood	High	Extensive	Tsunami	Not Applicable	Minor
Freezing	Moderate	Minor	Typhoon	Not Applicable	Minor
Hurricane	Not Applicable	Minor	Volcano	Not Applicable	Minor
Mud/landslide	Low	Extensive			

Comments:

Attachments:

Name

Date Attached

# Comments and Attachments

Name of Section	Comment	Attachment	Date Attached
Application Level	The attached pdf document identified as scan0002.pdf has both signed memos, Statement of Interest and Letter of Commitment of Funds.	<a href="#">scan0002.pdf</a>	11-23-2009
Community Information	The Purpose of this grant request is to perform a comprehensive review and rewrite of our current All Hazards Plan for the City of St. Paul. Our current FEMA approved plan was initiated in 2004 and approved in 2007.	<a href="#">Community Profile.doc</a>	10-28-2009
Mitigation Activity Information	Explanation of plan update (continued): Goals and Strategies: The eligible projects for FEMA's Hazard Mitigation Assistance program will be reviewed, along with that of other state and federal agencies regarding hazard mitigation, as part of the capabilities assessment. The possible funding will be used as part of the cost benefit review for the strategies. The strategies in the current plan will be updated and suggested strategies will be evaluated for inclusion. Plan Maintenance - Very little revision will be required. The crossover of strategies into the city's comprehensive plan or other regional plans will be detailed for tracking their progress.	<a href="#">2007 - Saint Paul Mitigation Plan.doc</a>	11-23-2009
Hazard Information		<a href="#">Prairie du Chien-Jordan Pollution Sensitivity.pdf</a>	10-28-2009
		<a href="#">Surficial Hydrogeology.pdf</a>	10-28-2009
		<a href="#">Surficial Geology.pdf</a>	10-28-2009
		<a href="#">Bedrock Geology.pdf</a>	10-28-2009
		<a href="#">Groundwater Sensitivity.pdf</a>	10-28-2009
Match Sources	Tracking of in-kind labor will be submitted with the request for reimbursement as part of the quarterly report to the grantee.		

### Assurances and Certifications

Please click the link in the status column to view forms.

#### Forms

#### Status

Part I: FEMA Form 20-16A, Assurances **Non-Construction** Programs.

[Complete](#)

Part II: FEMA Form 20-16C, Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibilities Matters; and Drug-Free Workplace Requirements.

[Complete](#)

Part III: SF-LLL, Disclosure of Lobbying Activities (Complete only if applying for a grant of more than \$100,000 and have lobbying activities using Non-Federal funds. See Form 20-16C for lobbying activities definition.)

[Complete](#)

**APPLICATION FOR  
FEDERAL ASSISTANCE  
(SF 424)**

1. TYPE OF SUBMISSION  
Non-Construction

2. DATE SUBMITTED  
11-23-2009

Applicant Identifier

3. DATE RECEIVED BY  
STATE  
11-23-2009

State Application Identifier

4. DATE RECEIVED BY  
FEDERAL AGENCY

Federal Identifier

**5. APPLICANT INFORMATION**

Legal Name  
Department of Emergency Management for the City of St. Paul, MN

Organizational Unit  
City of St. Paul, MN

Address  
367 Grove Street, Fifth Floor  
Saint Paul, MN 55101-2416

Name and telephone number of the person to be contacted on  
matters involving this application  
Allen Glass, 651-266-5495

6. EMPLOYER IDENTIFICATION NUMBER (EIN)  
41-6005521

6.a. DUNS NUMBER  
153957347

7. TYPE OF APPLICANT  
Local Government

8. TYPE OF APPLICATION  
Planning Application

9. NAME OF FEDERAL AGENCY  
Federal Emergency Management Agency

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT  
City of Saint Paul Comprehensive 5 Year All Hazard Mitigation  
Revision Review

12. AREAS AFFECTED BY PROJECT (cities, counties, states, etc.)  
RAMSEY COUNTY

**13. PROPOSED PROJECT:**

Start Date:  
End Date:

**14. CONGRESSIONAL DISTRICTS OF:**

a. Applicant MNFour  
b. Project MNFour

**15. ESTIMATED FUNDING**

a. Federal	\$ 83,700.00
b. Applicant	\$ 0.00
c. State	\$ 0.00
d. Local	\$ 27,900.00
e. Other	\$ 0.00
f. Program Income	\$ 0.00
g. TOTAL	\$ 111,600.00

16. IS APPLICATION SUBJECT TO REVIEW BY STATE  
EXECUTIVE ORDER 12372 PROCESS?  
No, Program is not covered by E.O. 12372

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL  
DEBT?  
No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION ARE TRUE AND CORRECT, THE DOCUMENT  
HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE  
ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. Name of Authorized  
Representative  
Allen Glass

b. Title

c. Telephone Number  
6512665495

d. Signature of Authorized Representative  
Allen Glass

e. Date Signed  
11-23-2009



## FEDERAL AUDIT REQUIREMENTS

1. For subrecipients that are state or local governments, non-profit organizations, or Indian tribes

If the grantee expends total federal assistance of \$500,000 or more per year, the grantee agrees to obtain either a single audit or a program-specific audit made for the fiscal year in accordance with the terms of the Single Audit Act Amendments of 1996.

Audits shall be made annually unless the state or local government has, by January 1, 1987, a constitutional or statutory requirement for less frequent audits. For those governments, the federal cognizant agency shall permit biennial audits, covering both years, if the government so requests. It shall also honor requests for biennial audits by governments that have an administrative policy calling for audits less frequent than annual, but only audits prior to 1987 or administrative policies in place prior to January 1, 1987.

For subrecipients that are institutions of higher education or hospitals

If the grantee expends total direct and indirect federal assistance of \$500,000 or more per year, the grantee agrees to obtain a financial and compliance audit made in accordance with OMB Circular A-110 "Requirements for Grants and Agreements with Universities, Hospitals and Other Nonprofit Organizations" as applicable. The audit shall cover either the entire organization or all federal funds of the organization.

The audit must determine whether the subrecipient spent federal assistance funds in accordance with applicable laws and regulations.

2. The audit shall be made by an independent auditor. An independent auditor is a state or local government auditor or a public accountant who meets the independence standards specified in the General Accounting Office's "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions."
3. The audit report shall state that the audit was performed in accordance with the provisions of OMB Circular A-133 (or A-110 as applicable).

The reporting requirements for audit reports shall be in accordance with the American Institute of Certified Public Accountants' (AICPA) audit guide, "Audits of State and Local Governmental Units," issued in 1986. The federal government has approved the use of the audit guide.

In addition to the audit report, the recipient shall provide comments on the findings and recommendations in the report, including a plan for corrective action taken or planned and comments on the status of corrective action taken on prior findings. If corrective action is not necessary, a statement describing the reason it is not should accompany the audit report.

4. The grantee agrees that the grantor, the Legislative Auditor, the State Auditor, and any independent auditor designated by the grantor shall have such access to grantee's records and financial statements as may be necessary for the grantor to comply with the Single Audit Act Amendments of 1996 and OMB Circular A-133.
5. Grantees of federal financial assistance from subrecipients are also required to comply with the Single

Audit Act and OMB Circular A-133.

6. The Statement of Expenditures form can be used for the schedule of federal assistance.
7. The grantee agrees to retain documentation to support the schedule of federal assistance for at least four years.
8. **Required audit reports must be filed with the State Auditor's Office, Single Audit Division, and with federal and state agencies providing federal assistance, and the Department of Public Safety within nine months of the grantee's fiscal year end.**

OMB Circular A-133 requires recipients of more than \$500,000 in federal funds to submit one copy of the audit report within 30 days after issuance to the central clearinghouse at the following address:

Bureau of the Census  
Data Preparation Division  
1201 East 10th Street  
Jeffersonville, Indiana 47132

Attn: Single Audit Clearinghouse

The Department of Public Safety's audit report should be addressed to:

Minnesota Department of Public Safety  
Office of Fiscal and Administrative Services  
444 Cedar Street  
Suite 126, Town Square  
St. Paul, MN 55101-5126

FEDERAL EMERGENCY MANAGEMENT AGENCY  
Assurances Non-Construction Programs (Page 1)

Note: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal 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 award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration) 5 C.F.R. 900, (Subpart F).
6. 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. Sections 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. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), 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) Sections 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 Acts of 1968 (42 U.S.C. Section 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 of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with 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 \$10,000 or more.

FEDERAL EMERGENCY MANAGEMENT AGENCY  
Assurances Non-Construction Programs (Page 2)

11. 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.L. 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. Section 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. Section 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.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. 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 protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.
19. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

FEMA Form 20-16A (BACK)

**FEDERAL EMERGENCY MANAGEMENT AGENCY**  
**Assurances Construction Programs (Page 1)**

NOTE: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. 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 gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Sections 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. 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. Sections 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. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to non-discrimination 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 non-discrimination on the basis of alcohol abuse or alcoholism; (g) Sections 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 Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other non-discrimination provision in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.

FEDERAL EMERGENCY MANAGEMENT AGENCY

Assurances Construction Programs (Page 2)

11. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchase.
12. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

FEMA Form 20-16B (BACK)