May 22, 2017

TO: ACHD Commissioner, Bruce Wong, Director

FROM: Paul Daigle, Chief of Staff

SUBJECT: Sub-Grant Agreement between ACHD and Ada County Emergency Management

Staff Report for May 24, 2017 Commission Meeting

Executive Summary
The Sub-Grant Agreement between ACHD and Ada County Emergency Management is the vehicle to allow Ada County Emergency Management to use Federal funds to pay for the Dammit Dams, a portable generator and other equipment ACHD is using for flood response.

Fiscal Implications
If we don’t sign the Sub-Grant agreement ACHD will have to pay for all equipment purchased for flood response, approximately $60,000.

Policy Implications
None

Alternatives
Don’t sign the Sub-Grant Agreement.
Sign the Sub-Grant Agreement

Recommendation
Sign the Sub-Grant Agreement allowing ACHD to be eligible for Federal funding to pay for equipment related to flood response.

Attachment(s):
THIS SUBRECIPIENT/BENEFICIARY AGREEMENT (the “Agreement”) is made and entered into this ___ day of ___________, ________, by and between Ada County, a duly formed and existing County pursuant to the laws and Constitution of the State of Idaho, as a Subrecipient of the Idaho Office of Emergency Management, (“County”) and Ada County Highway District (“Beneficiary”).

W I T N E S S E T H:

WHEREAS, County is authorized and required by Idaho Code § 46-1009 to maintain a County wide disaster preparedness agency;

WHEREAS, in furtherance of those duties County has received grant # 2016 Homeland State Security Program (SHSP) grant from the pass-through entity Idaho Office of Emergency Management (“IOEM”) for the purpose of implementing strategies to address identified planning, organization, equipment, training, and exercise needs to prevent, protect against, respond to, and recover from natural and other catastrophic events, a copy of which is attached as Exhibit “A;”

WHEREAS, County desires to build and sustain regional core emergency management capabilities across the prevention, protection, mitigation, response, and recovery mission areas, more specifically set forth in Exhibit “B” attached hereto and by this reference incorporated herein; and County concurs that regional core capabilities and capability targets are not exclusive to any single level of government or organization, but rather require the combined efforts of the whole community.

WHEREAS, Beneficiary desires to enter into this Agreement with County to build and sustain regional core emergency management capabilities while ensuring compliance with state and federal grant requirements.

NOW, THEREFORE, the parties agree as follows:

1. REGIONAL CORE CAPABILITIES PURPOSE. County and Beneficiary agree that project funding and distribution will be based on building or sustaining high priority regional core capabilities that address prioritized threats, hazards, vulnerabilities, and/or risks. Beneficiary shall allow use of grant purchased equipment in support of emergency management functions, consistent with existing mutual aid or resource sharing agreements, for any local government member of Ada City County Emergency Management (“ACCEM”) or their various public or private sector partners with emergency management missions.
2. APPLICATION. County agrees to authorize Beneficiary to apply to County for project funding to build or sustain regional core capabilities to include planning, training, exercises, and equipment. Beneficiary shall utilize the Ada County Grant Project Application (GPA) form, as provided by County, and Beneficiary will include core capability targets (measurable objectives) for each request. All completed GPAs will be submitted to Ada County Emergency Management. The Director will review GPA for completeness and forward to the Emergency Management Executive Council and Ada County Board of County Commissioners for consideration.

3. COMPLIANCE WITH TERMS OF GRANT. Beneficiary shall comply with the Standard Terms of Conditions of Exhibit A for so long as Beneficiary is possessed of property purchased with funds provided pursuant to this Agreement. This covenant shall survive the termination of this agreement.

4. TERM. This Agreement is to be effective for the period beginning on the date of execution of this Agreement through September 30, 2017. This agreement may be renewed for three additional one fiscal year terms by a mutually executed writing.

5. DEFAULT. Upon default, the County or Subawardee may cancel this Agreement without any notice and may pursue any and all legal, equitable, and other available remedies. Default occurs if the County or Subawardee fails to perform any of the covenants, conditions, or services of this Agreement and such defects in performance are not cured within ten (10) working days after receipt of written notice of default.

6. INDEPENDENT CONTRACTOR STATUS. It is understood and agreed that the relationship between the County and Beneficiary hereby created is that of an independent contractor, and this agreement is not deemed one for employment of Beneficiary by the County. As such, it is understood and agreed that the County is not responsible for social security, retirement, or other employment benefits or obligations on behalf of the Beneficiary.

7. STATUS REPORT. Beneficiary agrees to keep County informed of Beneficiary's progress against the core capability targets throughout the term of this Agreement in a manner and at such times as both Beneficiary and County shall agree.

8. CONFIDENTIALITY. Both parties agree to maintain confidentiality of all information utilized or gained in performing the Contracted Services to the extent such information is exempt from disclosure under Federal or State law, rules, or regulations.
9. FISCAL RECORDS. Beneficiary agrees to maintain all fiscal records, including its books, audit papers, documents, and any other evidence of accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement, for a period of three (3) years from the date of submission of the final expenditure report submitted by the IOEM. These records shall at all reasonable times be available for and subject to inspection, review, or audit and copying by the County and any person duly authorized by the County.

10. VIOLATION OF AGREEMENT OR GRANT TERMS. When federal, state or County audits indicate noncompliance by the Beneficiary to meet the applicable federal regulations or state rules, the Beneficiary shall return or refund and pay to the IOEM any equipment/asset acquired, plus costs, including audit costs, arising from the Beneficiary's ineligible or improper receipt or use of federal funds.

11. NOTICES. If notice shall be required under any terms of this Agreement, notice shall be sent by certified mail to:

County: Ada County
200 W. Front Street
Boise, ID 83702

Beneficiary: Ada County Highway District
3775 Adams St.
Garden City, ID 83714

12. SINGLE AUDIT ACT. Beneficiary agrees to comply with the provisions of OMB Circular A-133 which sets forth audit requirements of states, local governments, and non-profit organizations.

13. COMPLETE AGREEMENT. This Agreement is the full and complete agreement of the parties hereto. This Agreement may be modified or amended only if such modification or amendment is in writing and subscribed to by both County and Beneficiary.
14. USE, MANAGEMENT, AND DISPOSITION OF PROPERTY PURCHASED UNDER THIS AGREEMENT. The Beneficiary hereby agrees to comply with the Standard Terms & Conditions set forth in Exhibit A and the below regulations regarding use, management, and disposal of Property purchased under this Agreement:

a. Definitions:

i. “Equipment” as defined in 2CFR 200.33 means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000.

ii. "Capital assets" as defined in 2 CFR 200.12 means tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets included:

(a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital lease; and

(b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance).

iii. “Computing devices” as defined in 2 CFR 200.20 means machines used to acquire, store, analyze, process, and publish data and other information electronically, including accessories (or “peripherals”) for printing, transmitting and receiving, or storing electronic information.

iv. “General purpose equipment” as defined in 2 CFR 200.48 means equipment which is not limited to research, medical, scientific or other technical activities. Examples include office equipment and furnishings, modular offices, telephone networks, information technology equipment and systems, air conditioning equipment, reproduction and printing equipment, and motor vehicles.

v. “Information technology systems” as defined in 2 CFR 200.58 means computing devices, ancillary equipment, software, firmware, and similar procedures, services (including support services) and related resources.
vi. “Special purpose equipment” as defined in 2 CFR 200.89 means equipment which is used only for research, medical, scientific, or other technical activities. Examples of special purpose equipment include microscopes, x-ray machines, surgical instruments, and spectrometers.

vii. “Supplies” as defined in 2 CFR 200.94 means all tangible personal property other than those defined in § 200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or $5,000, regardless of the length of its useful life.

b. Use.

i. Equipment must be used by the Beneficiary in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award, and the Beneficiary must not encumber the property without prior approval of the Federal awarding agency. See 2 CFR 200.313(c)(1).

ii. Equipment must be made available, during the time that the equipment is used on the project for which it was acquired, for use on other projects or programs currently or previously supported by the Federal Government, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by Federal awarding agency that financed the equipment and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-federally-funded programs or projects is also permissible. User fees should be considered if appropriate. See 2 CFR 200.313(c)(2).

iii. Beneficiary must not use equipment acquired with Federal award to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute for as long as the Federal Government retains an interest in the equipment. See 2 CFR 200.313(c)(3).

iv. When acquiring replacement equipment, the Beneficiary may use the equipment to be replaced as a trade-in, or sell the property and use the proceeds to offset the cost of the replacement property. Replacement Equipment shall be subject to the same restrictions and covenants as are provided in this Agreement.
v. Upon termination of this agreement through default or other earlier termination, the Beneficiary shall return to County all Property /Equipment purchased with grant funds.

c. Management Requirements.
   i. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
   ii. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years. County will distribute to Beneficiary a copy of its last property report for Beneficiary’s reconciliation and update. The reconciliation including condition and location of all Equipment must be provided to the Ada County Director of Emergency Management promptly after completion, but in any event by December 31 of the calendar year in which the task is to be completed.
   iii. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated. The Director of the Ada County Emergency Management Department shall conduct random audits at such times as he or she may designate for compliance with the terms of this Agreement. The Director of the Ada County Emergency Management Department may conduct other audits with the permission of the Board of Ada County Commissioners. Beneficiary shall comply with all reasonable audit requests of the Director of the Ada County Emergency Management Department.
   iv. Adequate maintenance procedures must be developed to keep the property in good condition. At all times relevant herein, Beneficiary shall be responsible for maintaining Property/Equipment in good and operating condition.
   v. If Beneficiary is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
d. Disposition. When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the non-Federal entity must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:

i. Items of equipment with a current per unit fair market value of $5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency.

ii. Except as provided in § 200.312 Federally-owned and exempt property, paragraph (b), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair-market value in excess of $5,000 may be retained by the Beneficiary or sold. The County is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the County’s percentage of participation in the cost of the original purchase. If the equipment is sold, the County may permit the Beneficiary to deduct and retain from the County share $500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses. See 2 CFR 200.313(c)(5).

The County will forward all funds received from Beneficiary as a result of equipment sale or other disposition to the awarding agency.

15. INDEMNIFICATION. Beneficiary shall defend, indemnify, and hold the County, its officers, agents, and employees harmless for all claims, losses, actions, damages, judgments, costs, expenses, and/or injuries to persons or property arising out of or in connection with any activities, acts, or omissions of Subawardee, its officers, agents or employees. In the event County is alleged to be liable on account of any activities, acts, or omissions of Beneficiary, its officers, agents or employees, then Beneficiary shall defend such allegations through counsel chosen by County and Beneficiary shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses.
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16. CHOICE OF LAW: This Agreement and its performance shall be construed in accordance with and governed by the laws of the State of Idaho, with venue for any action brought pursuant to this Agreement to be in the Fourth Judicial District, State of Idaho.

17. THIRD PARTY BENEFICIARIES: Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

DATED the day and year first above written.

Board of Ada County Commissioners

By: David L. Case, Commissioner

Jim Tibbs, Commissioner

Rick Visser, Commissioner

ATTEST:

Christopher D. Rich, Ada County Clerk
Beneficiary: ____________________________

Name: ________________________________

Title: _________________________________

STATE OF IDAHO )
 ) ss.
County of Ada )

On this _____ day of _____________, 20__, before me, a notary public, personally appeared ________________________, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

Notary Public for Idaho

Commission Expires ________________________
Exhibit A

Idaho Office of Emergency Management

2016 Subrecipient Agreement
for
Ada County

Date of Award
August 5, 2016

1. Subrecipient Name and Address
Ada County
7200 Barrister Dr.
Boise, ID 83704

2. Prepared by: Crooks, Julie

3. Award Number: 16SHSP001

4. Federal Grant Information

Federal Grant Title: State Homeland Security Grant Program
Federal Grant Award Number/CFDA Number: EMW-2016-SS-0028-501 / 97.067
Federal Granting Agency: Grant Programs Directorate
Federal Emergency Management Agency
U.S. Department of Homeland Security

5. Award Amount and Grant Breakdowns

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<th>Subrecipient DUNS: 092031459</th>
<th>2016 State Homeland Security Program</th>
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<tr>
<td>Award Amount This Action: $499,549.00</td>
<td>Performance Period: Sep 1, 2016 through Aug 31, 2018</td>
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<td>Total Award Amount: $499,549.00</td>
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6. Requirements: This Subaward is approved subject to such conditions or limitations as are set forth on the following pages of this document and in the General Terms and Conditions sent to support the State Homeland Security Grant Program. This is a not a Research & Development Subaward. Subrecipients must give the Idaho Office of Emergency Management (IOEM), Department of Homeland Security (DHS) and auditors access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

The Subrecipient certifies that the subrecipient and its' contractors/vendors are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Debarred and Suspended list at [http://www.sam.gov].


Acceptance of subaward certified compliance with requirements detailed above.

7. Indirect Costs: In accordance with 2CFR200, a subrecipient may charge indirect costs to the program through the utilization of a cognizant approved indirect cost rate. Subrecipients that have never had a negotiated indirect cost rate may elect to charge a de minimis rate of 10% of modified total direct costs which may be used indefinitely.

8. Agency Approval

Approving IOEM Official: Brad Richy
Idaho Office of Emergency Management
(208) 258-6501

Signature of IOEM Official: [Signature]
Date: 30 Aug 2016

9. Subrecipient Acceptance

I have read and understand the attached Terms and Conditions. Signature certifies compliance with requirements detailed on subaward subrecipient agreement.

Print name and title of Authorized Subrecipient official: Jim Tibbs, Chairman

Signature of Authorized Sub-Recipient Official: [Signature]

10. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:
82-4600277

11. Date Signed:
Aug. 23, 2014

12. DUE DATE: 9/9/2016

Signed award must be returned to IOEM on or before the above due date.
MEMORANDUM OF UNDERSTANDING

Between

The State of Idaho, Office of Emergency Management

and

Ada County

Regarding State Use of 2016 State Homeland Security Grant Program Funding

1. **Parties.** The parties to this Agreement are the State of Idaho, Office of Emergency Management and Ada County, referred to as subrecipient.

2. **Authority.** This agreement is authorized under the provisions of Idaho Statute: TITLE 46, CHAPTER 10.

3. **Purpose.** The purpose of this Agreement is to set forth terms by which the Idaho Office of Emergency Management shall expend State Homeland Security Grant Program (SHSP) funds on behalf of the subrecipient. On August 5, 2016 the United States Department of Homeland Security issued grant number EMW-2016-SS-0028-S01 to the State of Idaho. Under this grant award, the State of Idaho, Office of Emergency Management must allocate grant funding to local jurisdictions. Under this grant award, the subrecipient may authorize the Idaho Office of Emergency Management to obligate and pay for equipment purchases and allocate training program costs, provided that the subrecipient and the Idaho Office of Emergency Management enter into an agreement on the matter.

4. **Responsibilities.**

   a. **Idaho Office of Emergency Management:** The Idaho Office of Emergency Management will provide fund management for equipment to be purchased at the local level so long as the equipment purchase fits within the scope of the grant and is authorized. Obligations and payments may be made for the period of this grant award and any extensions of this grant award. The Idaho Office of Emergency Management will also provide training program fund management by allocating the cost of training courses offered by or taken by the subrecipient that are within the scope of the grant and are authorized.

   b. **Subrecipients:** The duly authorized subrecipient official has read and understands the 2016 Homeland Security Grant Program description and application. As the authorized representative, he or she hereby authorizes the Idaho Office of Emergency Management to obligate and expend 2016 Homeland Security Grant Program funds for allowable equipment purchases and training program execution on behalf of the subrecipient.
5. **Approving Official.**

<table>
<thead>
<tr>
<th>Idaho Office of Emergency Management</th>
<th>Subrecipient</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brad Richy</td>
<td>Ada County</td>
</tr>
<tr>
<td>4040 Guard Street, Bldg. 600</td>
<td>200 W. Front Street</td>
</tr>
<tr>
<td>Boise, ID 83705</td>
<td>Boise, ID 83702</td>
</tr>
<tr>
<td>(208) 422-3040</td>
<td></td>
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</tbody>
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6. **Other Provisions.** Nothing in this Agreement is intended to conflict with current laws or regulations of the State of Idaho or any subrecipient jurisdiction. If a term of this agreement is inconsistent with such authority, then the term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

7. **Effective Date.** The terms of this agreement will become effective upon signing by the parties.

8. **Modification.** This agreement may be modified upon the mutual written consent of the parties.

9. **Termination.** The terms of this agreement in its original form, or if modified with the consent of both parties, will remain in effect until the end of the grant. Either party upon 30 days written notice to the other may terminate this agreement.

Approved By:  

[Signature]

Authorized Subrecipient Official

Aug. 23, 2014  

Date

Brad Richy  
Idaho Office of Emergency Management

30 Aug 2016  

Date
Fiscal Year 2016: Standard Terms and Conditions

The FY 2016 Standard Terms and Conditions apply to all new Federal financial assistance awards funded after December 26, 2014. When continuation awards are funded with FY2016 funds, the terms and conditions under which the original award was administered will continue to apply.

Assurances, Administrative Requirements and Cost Principles

DHS financial assistance subrecipients must complete either the OMB Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the financial assistance office if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

DHS Specific Acknowledgements and Assurances

All subrecipients must acknowledge and agree-and require any contractors, successors, transferees, and assignees acknowledge and agree-to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

a. Subrecipients must cooperate with any compliance review or complaint investigation conducted by DHS or IBHS.

b. Subrecipients must give DHS, IBHS and auditors access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

c. Subrecipients must submit timely, complete, and accurate reports to the appropriate IBHS officials and maintain appropriate backup documentation to support the reports.

d. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

e. If, during the past three years, the subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the subrecipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

f. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the subrecipient, or the subrecipient settles a case or matter alleging such discrimination, subrecipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

I. Acknowledgement of Federal Funding from DHS

All subrecipients must acknowledge their use of federal funding when issuing statements, press releases, and requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
II. **Activities Conducted Abroad**

All subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. **Age Discrimination Act of 1975**

All subrecipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. §6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

IV. **Americans with Disabilities Act of 1990**

All subrecipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101-12213).

V. **Best Practices for Collection and Use of personally identifiable information (PII)**

All subrecipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award subrecipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

VI. **Title VI of the Civil Rights Act of 1964**

All subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VII. **Civil Rights Act of 1968**

All subrecipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units – i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) – be designed and constructed with certain accessible features (see 24 CFR § 100.201).

VIII. **Copyright**

All subrecipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

IX. **Debarment and Suspension**

All recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. **Drug-Free Workplace Regulations**

All subrecipients must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

XI. **Duplication of Benefits**
Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

All subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

XIII. Energy Policy and Conservation Act

All subrecipients must comply with the requirements of 42 U.S.C. §6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

XIV. False Claims Act and program Fraud Civil Remedies

All subrecipients must comply with the requirements of 31 U.S.C. §3729 which set forth that no subrecipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

XV. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A129.

XVI. Federal Leadership on Reducing Text Messaging while Driving

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

XVII. Fly America Act of 1974

All subrecipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XVIII. Hotel and Motel Fire Safety Act of 1990


XIX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

XX. Lobbying Prohibitions

All subrecipients must comply with 31 U.S.C. §1352, which provides that none of the funds provided under an award may be expended by the subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of
Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

XXI. Non-Supplanting Requirement

All subrecipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where Federal statutes for a particular program prohibits supplanting, applicants or subrecipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

XXII. Patents and Intellectual Property Rights

Unless otherwise provided by law, subrecipients are subject to the Bayh-Dole Act, Pub. L. No 96-517, as amended, and codified in 35 U.S.C. section 200 et seq. All subrecipients are subject to the specific requirements governing the development, reporting and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. section 401.14.

XXIII. Procurement of Recovered Materials

All recipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XIV. Reporting Subawards and Executive Compensation

a. Reporting of first-tier subawards.

1. Applicability. Recipient (IBHS), unless exempt as provided in paragraph d. of this award term, must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term). The entity is the Idaho jurisdiction provided a subaward.

2. Where and when to report.

i. The recipient must report each obligating action described in paragraph a.1. of this award term to http://www.fsrs.gov.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. The recipient must report the information about each obligating action that the submission instructions posted at http://www.fsrs.gov specify.

b. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. The recipient must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. The total Federal funding authorized to date under this award is $25,000 or more;

ii. In the preceding fiscal year, the recipient received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 2032a(a)(2)(B) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term). The entity is the Idaho jurisdiction provided a subaward.
78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execcomp.htm.)

2. Where and when to report. The recipient must report executive total compensation described in paragraph b.1. if this award term:
   i. As part of your registration profile at https://www.sam.gov.
   ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.
   1. Applicability and what to report. The recipient, unless exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
      i. in the subrecipient's preceding fiscal year, the subrecipient received—
         (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
         (B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
      ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execcomp.htm.)

2. There and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
   i. To the recipient.
   ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions
   If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:
   1. Subawards, and
   2. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:
   1. Entity means all of the following, as defined in 2 CFR part 25:
      i. A Governmental organization, which is a State, local government, or Indian tribe;
      ii. A foreign public entity;
      iii. A domestic or foreign nonprofit organization;
      iv. A domestic or foreign for-profit organization;
      v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
   2. Executive means officers, managing partners, or any other employees in management positions.
3. **Subaward:**
   i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
   
   ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 1.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
   
   iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. **Subrecipient** means an entity that:
   i. Receives a subaward from you (the recipient) under this award; and
   
   ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. **Total compensation** means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
   i. **Salary and bonus.**
   
   ii. **Awards of stock, stock options, and stock appreciation rights.** Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
   
   iii. **Earnings for services under non-equity incentive plans.** This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
   
   iv. **Change in pension value.** This is the change in present value of defined benefit and actuarial pension plans.
   
   v. **Above-market earnings on deferred compensation which is not tax-qualified.**
   
   vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

XXV. **SAFECOM**

All subrecipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXVI. **Terrorist Financing E.O. 13224**

All recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.

XXVII. **Trafficking Victims Protection Act of 2000**

All subrecipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. Full text of the award term is provided at 2 CFR § 175.15.

XXVIII. **Rehabilitation Act of 1973**

All recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended,
which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

XXIX. Reporting of Matters related to Recipient Integrity and Performance

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds $10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

XXX. System of Award Management (SAM) and Universal Identifier

a. Requirement for System of Award Management (SAM)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the subrecipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

b. Requirement for Unique Entity Identifier

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.

2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

c. Definitions

For purposes of this award term:

1. **System of Award Management (SAM)** means the Federal repository into which an entity must provide information required for the conduct of business as a recipient or subrecipient. Additional information about registration procedures may be found at the SAM Internet site (currently at http://www.sam.gov).

2. **Unique entity identifier** means the identifier required for SAM registration to uniquely identify business entities.

3. **Entity**, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, Subpart C:
   
   i. A Governmental organization, which is a State, local government, or Indian Tribe;
   
   ii. A foreign public entity;
   
   iii. A domestic or foreign nonprofit organization;
   
   iv. A domestic or foreign for-profit organization; and
   
   v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. **Subaward**:  
   
   i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
   
   ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).
   
   iii. A subaward may be provided through any legal agreement, including an agreement that
you consider a contract.

5. **Subrecipient** means an entity that:
   i. Receives a subaward from you under this award; and
   ii. Is accountable to you for the use of the Federal funds provided by the subaward.

XXXI. **USA Patriot Act of 2001**

All subrecipients must comply with the requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act)*, which amends 18 U.S.C. §§ 175-175c. Among other things, the *USA PATRIOT Act* prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

XXXII. **Use of DHS Seal, Logo and Flags**

All subrecipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXIII. **Whistleblower Protection Act**

All subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324; 41 U.S.C. 4304 and 4310.
AGREEMENT NO. 11801-2-16

ADA COUNTY RIDER TO 2016 SUBRECIPIENT AGREEMENT
WITH IDAHO OFFICE OF EMERGENCY MANAGEMENT

It is expressly agreed by Idaho Office of Emergency Management ("IOEM") and Ada County ("County") that this Rider is supplemental to the 2016 Subrecipient Agreement (one page), which is by this reference made part hereof, and all the terms, conditions, and provisions thereof, unless modified herein, are to apply to this Rider and are made a part hereof as though they were expressly rewritten, incorporated, and included herein.

In the event of any conflict, inconsistency, or incongruity between the provisions of this Rider and any of the provisions of the Subrecipient Agreement, the provision of this Rider shall in all respects control and govern. IOEM expressly acknowledges and agrees that this Rider supersedes the text in Section 5 that purports to state the Performance Period of the Agreement.

The provisions, terms and conditions of the Agreement, shall be and are hereby clarified, amended, modified, altered, and changed as follows:

1. TERM

The initial term of the Subrecipient Agreement shall commence on October 1, 2016, through and including September 30, 2017. The County may, solely at its option, and when and if it duly budgets and appropriates funds therefore from revenues legally available to it for the ensuing fiscal year, renew the Agreement and this Rider for an additional annual Renewal Term that shall commence on October 1 of the fiscal year following adoption of the budget as provided hereinabove and shall terminate on September 30 of the following calendar year. This provision supersedes any provisions to the contrary in Section 5 of the Subrecipient Agreement.

IN WITNESS WHEREOF, the parties hereto have made, executed and delivered this Rider Agreement this day and year.

DATED this 30th day of August, 2016.

Idaho Office of Emergency Management

By:

Title: Chief

ADA COUNTY RIDER TO SUBRECIPIENT AGREEMENT WITH IDAHO OFFICE OF EMERGENCY MANAGEMENT – PAGE 1
DATED this 23rd day of August, 2016.

Board of Ada County Commissioners

By: ____________________________
    Jim Tibbs, Commissioner

By: ____________________________
    Rick Yzaguirre, Commissioner

By: ____________________________
    David L. Case, Commissioner

ATTEST:

______________________________
Christopher D. Rich, Ada County Clerk
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**Core Capabilities by Mission Area**

Visit us at http://www.fema.gov/national-preparedness-goal

"FEMA's mission is to support our citizens and first responders to ensure that as a nation we work together to build, sustain, and improve our capability to prepare for, protect against, respond to, recover from and mitigate all hazards."