

SUBJECT: ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF \$175,000 FROM THE ALASKA STATE DEPARTMENT OF MILITARY AND VETERAN’S AFFAIRS, EMERGENCY MANAGEMENT PERFORMANCE GRANT, REQUESTING A REAPPROPRIATION OF \$175,000 FROM THE EMERGENCY MANAGEMENT FISCAL YEAR 2026 OPERATING BUDGET, AND APPROVING THE SCOPE OF WORK AND BUDGET FOR THE PROJECT FOR EMERGENCY MANAGEMENT WAGES AND BENEFITS.

AGENDA OF: April 7, 2026

ASSEMBLY ACTION:
 Adopted without objection 04/21/26 - EMW

AGENDA ACTION REQUESTED: Introduce and set for public hearing.

Route To	Signatures
Originator	Recoverable Signature X Casey Laughlin <small>Signed by: Casey Laughlin</small> <small>3/11/2026</small>
Emergency Services Director	X Ken Barkley <small>Signed by: Kenneth Barkley</small>
Finance Director	Recoverable Signature X Cheyenne Heindel <small>Signed by: Cheyenne Heindel</small> <small>3/12/2026</small>
Borough Attorney	X Nicholas Spiropoulos <small>Signed by: Nicholas Spiropoulos</small> <small>3/12/2026</small>
Borough Manager	X Michael Brown <small>Signed by: Mike Brown</small> <small>3/24/2026</small>
Borough Clerk	X Brenda J. Henry for <small>Signed by: Brenda Henry</small>

ATTACHMENT (S): Ordinance Serial No. 26-040 (2 pp)
 Resolution Serial No. 26-026 (2 pp)
 Grant Award Packet (11 pp)

SUMMARY STATEMENT:

The Borough has been offered a grant from the Alaska State Department of Military and Veteran’s Affairs, and the funds will be used for Emergency Management wages and benefits. The Borough is required to provide matching funds in the amount of \$175,000 to comply with the conditions of the grant and to receive the grant.

RECOMMENDATION OF ADMINISTRATION:

The administration recommends approval of the attached legislation, which will accept and appropriate the Alaska State Department of Military and Veteran's Affairs grant in the amount of \$175,000, approve a re-appropriation of \$175,000 from the Emergency Management Fiscal Year 2026 Operating Budget, and approve the scope of work and budget for Project 45285, Fund 425.

MATANUSKA-SUSITNA BOROUGH

FISCAL NOTE

Agenda Date: April 7, 2026

SUBJECT: Accepting and appropriating a grant in the amount of \$175,000 from the Alaska State Department of Military and Veteran’s Affairs, Emergency Management Performance Grant, requesting a re-appropriation of \$175,000 from the Emergency Management Fiscal Year 2026 Operating Budget, and approving the scope of work and budget for the project for emergency management wages and benefits.

FISCAL ACTION (TO BE COMPLETED BY FINANCE)	FISCAL IMPACT YES NO
AMOUNT REQUESTED \$350,000	FUNDING SOURCE SOA EMPG and EM FY26 Operating Budget
FROM ACCOUNT # 100.160.380 4XX.XXX (\$175,000)	PROJECT
TO ACCOUNT: 425.000.000 3XX.XXX	PROJECT # 45285
VERIFIED BY: 3 / 1 2 / 2 0 2 6 <hr/> <input checked="" type="checkbox"/> M e r i s s a C a r r e l l Signed by: M e r i s s a C a r r e l l	

EXPENDITURES/REVENUES: (Thousands of Dollars)

OPERATING	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031
Personnel Services	175.0					
Travel						
Contractual						
Supplies						
Equipment						
Land/Structures						
Grants, Claims						
Miscellaneous						
TOTAL OPERATING						
CAPITAL						
REVENUE						

FUNDING: (Thousands of Dollars)

General Fund	175.0					
State/Federal Funds	175.0					
Other						
TOTAL	300.0					

POSITIONS:

Full-Time						
Part-Time						
Temporary						

ANALYSIS: (Attach a separate page if necessary)

APPROVED BY: 3 / 1 2 / 2 0 2 6 <hr/> <input checked="" type="checkbox"/> C h e y e n n e H e i n d e l Signed by: C h e y e n n e H e i n d e l	
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March 9, 2026

Michael Brown, Borough Manager
Matanuska-Susitna Borough
350 E Dahlia Ave
Palmer, AK 99645

RE: 2025 Emergency Management Performance Grant, EMS-2025-EP-05004

Mr. Brown:

The Division of Homeland Security and Emergency Management has received funds from the Federal Emergency Management Agency (FEMA) under the 2025 Emergency Management Performance Grant (EMPG). Award distribution from this program was delayed pending the removal of federal funding holds. Submitted Funded Staff Worksheets and Annual Work Plans have been reviewed, and we are pleased to award the Matanuska-Susitna Borough the amount of \$175,000.00 under this grant.

EMPG performance includes but is not limited to the following:

- Accomplishment of activities identified in the subrecipient's 2025 EMPG Work Plan
- Completion of annual THIRA/SPR Survey
- Completion of annual Local Staging Area (LSA) and Commodity Point of Distribution (CPOD) Surveys
- Development of a local jurisdiction multi-year Integrated Preparedness Plan (IPP) to be submitted to the Division of Homeland Security and Emergency Management no later than July 20, 2026 and if possible, by March 30, 2026 for integration into the State's IPP Workshop being held on April 2, 2026
- Participation in exercises during the performance period. Exercises may be discussion-based (seminars, workshops, tabletop simulations) or operations-based (drills, functional exercises, full-scale exercises). Sponsored opportunities by DHS&EM may be available during the performance period. Real-world events may not always count as exercise participation.
- Continued utilization and work towards the NIMS Implementation Objectives and completion of the DHS&EM NIMS Implementation Questionnaire. More information on NIMS can be found at <https://www.fema.gov/emergency-managers/nims/implementation-training>.
- Continued work toward National Qualification System (NQS) implementation as outlined in FEMA's NQS Implementation Objectives. Subrecipients are considered in compliance with the NQS requirements as long they are working toward implementing the NQS Implementation Objectives as outlined in the Preparedness Grants Manual, <https://www.fema.gov/grants/preparedness/manual>.
- EMPG Program-funded personnel are expected to be trained emergency managers. EMPG Program-funded personnel and those used as the required match must complete either the Independent Study courses identified in the Professional Development Series, or complete the National Emergency Management Basic Academy by September 30, 2026.
- Timely quarterly progress report submissions
- Dollar-for-dollar, local, in-kind match

Mr. Brown
March 9, 2026
Page 2 of 2

The 2025 EMPG performance period is twelve months, retroactive to October 1, 2025, and ending September 30, 2026. An EMPG subrecipient meeting will be held electronically in third quarter; attendance is required.

Participation by EMPG subrecipients in the State's multi-year Integrated Preparedness Plan Workshop (IPPW) is no longer a requirement this fiscal year due to the federal delays in funding, but is encouraged. This Workshop will be held as part of the DHS&EM Emergency Management Conference on April 2, 2026 at the Dena'ina Center in downtown Anchorage from 1-5 pm.

EMPG funding allocations to local jurisdictions are a direct result of continued reporting on actual funds spent at the local level on emergency management activities. With that in mind, we encourage reporting all funds spent on emergency management activities even if they exceed the required match.

Federal regulation (2 CFR Part 200.430) requires charges for federal awards, salaries, and wages must be based on records that accurately reflect the work performed and after the fact determination of the actual total activity of the employee. This includes all funding sources and all hours for the pay period to be accounted for when submitting for reimbursement. The required documentation for reimbursement includes payroll reports or timesheets signed and certified that capture the employee's name, position, payroll time period, breakdown of all hours charged to each allocation to total 100% of the employee's worked time, the amount paid, and copies of the corresponding pay warrants, are acceptable.

Attached is a pre-signed Obligating Award Document (OAD). Please review the information for accuracy and review any Special Conditions. Please print the document, sign the OAD, and send a scanned copy to mva.grants@alaska.gov within 30 days of subrecipient receipt. Keep a fully executed copy for your records. If the OAD cannot be returned within 30 days due to local jurisdiction policies, a Notice of Intent to Accept Grant Award form must be submitted. If signatory points of contact have changed since the submittal of the application, please complete, and return a Signatory Authority Form with the signed OAD.

If you have any questions, please contact the Division Project Manager for this grant, David Reilly at (907) 428-7019 or by email at dave.reilly@alaska.gov and mva.grants@alaska.gov.



Sincerely,



Tiffany D. Peltier
Deputy Director

Enclosure(s): Obligating Award Document
Project Budget Details Report

cc: Casey Cook, Subrecipient Project Manager
Cheyenne Heindel, Subrecipient Chief Financial Officer

State of Alaska						Page 1 of 7	
Division of Homeland Security and Emergency Management						FEDERAL AWARD DATE	
Under US Department of Homeland Security Federal Emergency Management Agency Grant Programs Directorate						September 26, 2025	
OBLIGATING AWARD DOCUMENT						FEDERAL GRANT PROGRAM	
2025 Emergency Management Performance Grant						FEDERAL GRANT NUMBER	
EMS-2025-EP-05004						FAIN/CFDA: 97.042	
RECIPIENT NAME AND ADDRESS		BUDGET/PERFORMANCE PERIOD		AMENDMENT		AWARD AMOUNT	
Matanuska-Susitna Borough 350 E Dahlia Ave Palmer, AK 99645		FROM: October 1, 2025		AMENDMENT #:		\$175,000.00	
		TO: September 30, 2026		EFFECTIVE DATE:			
		STATE PROGRAM NUMBER					
UEI NUMBER		QRK7LJ2Y3RJ1		FUNDING ALLOCATION			
EIN		92-0030816		ORGANIZATION		\$175,000.00	
METHOD OF PAYMENT		Electronic		PLANNING		EXERCISE	
				TRAINING		EQUIPMENT	
PURPOSE OF AWARD							
Federal Awarded Amount, Organization Funds:				\$175,000.00			
Minimum Required Local Match, Organization Funds:				\$175,000.00			
Total Program Amount:				\$350,000.00			
Final Report Due: November 15, 2026							
GRANT REQUIREMENTS AND PROGRAM TERMS AND CONDITIONS							
The acceptance of a grant from the United States government creates a legal duty on the part of the recipient to use the funds or property made available in accordance with the conditions of the grant [GAO Accounting Principles and Standards for Federal Agencies, Chapter 2, Section 16.8(c)]. See attached for continued Grant Requirements and Program Terms and Conditions.							
SPECIAL CONDITIONS (Grant funds cannot be expended until these conditions have been met. See Obligating Award for details.)							
None							
				AGENCY INFORMATION			
ADDRESS		Division of Homeland Security and Emergency Management PO Box 5750 JBER, AK 99505-5750			WEBSITE		http://ready.alaska.gov
					EMAIL		mva.grants@alaska.gov
					PHONE		(907) 428-7000
					FAX		(907) 428-7009
STATE PROJECT MANAGER		PHONE		FAX		EMAIL	
David Reilly		(907) 428-7000		(907) 428-7009		dave.reilly@alaska.gov and mva.grants@alaska.gov	
AGENCY APPROVAL				RECIPIENT ACCEPTANCE			
NAME AND TITLE OF APPROVING AGENCY OFFICIAL				NAME AND TITLE OF AUTHORIZED RECIPIENT OFFICIAL			
Tiffany D. Peltier, Deputy Director.				Michael Brown, Borough Manager			
SIGNATURE OF APPROVING AGENCY OFFICIAL				SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL			
			DATE				DATE
			3/5/2026				
FOR STATE USE ONLY							
Vendor Number:		KPB88172			Date Returned		
Fund	Unit	AR Unit	Object	Activity	Function	Program	PPC
1004	2001	CBJ84496	7001	2012	25EMPGMSB	2EMPG2025	GYEMPG



Project Budget Details 2025 Emergency Management Performance Grant Matanuska-Susitna Borough Reported Revision 0 of 0

PBD #	Expense Category	Solution Area	Discipline	Budgeted Cost	PBD Amount Spent	PBD Balance
1	Plan.Org	Prog: Dev,Coord,Imp,Eval	Emergency Management	\$0.00	\$0.00	\$0.00
<input type="checkbox"/>	EHP	<input type="checkbox"/> Canceled	<input type="checkbox"/> BABAA	\$175,000.00	\$0.00	\$175,000.00
<p>Item: Salary and Benefits</p> <p>Description: Salary and benefits for emergency management personnel.</p> <p>Investment:</p>						

Adjusted Grant Total	Total PBD Allocations	Total Expenses	Summary Balance
State: \$0.00	\$0.00	\$0.00	\$0.00
Federal: \$175,000.00	\$175,000.00	\$0.00	\$175,000.00
Grand Total: \$175,000.00	\$175,000.00	\$0.00	\$175,000.00

Program Requirements

(A) Monies may not be obligated outside of the performance period as stated on the obligating award document. An obligation occurs when funds are encumbered, as with a purchase order and/or commitment of salaries and benefits. All obligated and encumbered funds must be liquidated within 45 days of the end of the performance period (unless otherwise specified in the Program Terms and Conditions) when the *Final Performance Progress Reports* are due.

(B) The signature of the signatory officials on this award certifies that all financial expenditures, including all supporting documentation submitted for reimbursement, have been incurred by the subrecipient, and are eligible and allowable expenditures consistent with the grant guidelines for this project. The subrecipient shall follow the financial management requirements imposed on them by the Division of Homeland Security and Emergency Management (DHS&EM).

(C) The signature of the signatory officials on this award attests to the subrecipient's understanding, acceptance, and compliance with acknowledgment of Federal Funding; Lobbying; Debarment, Suspension, and other responsibility matters; Drug-free Workplace; Conflict of Interest, and Non-Supplanting certifications. Federal funds will not be used to supplant state or local funds. Federal funds may be used to supplement existing funds to augment program activities and not replace those funds that have been appropriated in the budget for the same purpose. Potential supplanting may be the subject of application and pre-award, post-award monitoring, and audit. Any cost allocable to a particular Federal award or cost objectives under the principles provided in 2 CFR Part 200, subpart E, may not be charged to other Federal awards to overcome fund deficiencies.

(D) The subrecipient shall ensure the accounting system used allows for separation of fund sources. These grant funds cannot be commingled with funds from other federal, state or local agencies, and each award is accounted for separately.

(E) The subrecipient shall comply with the requirements under 2 CFR 25.110, to maintain and keep subrecipient information current within the System of Award Management (SAM). Also, the subrecipient has the requirement to be non-delinquent to the Federal government as required in OMB Circular A-129. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments.

(F) The subrecipient shall comply with Federal Laws and Regulations: *Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990. Per Executive Order 13166*, the subrecipient will take reasonable steps to ensure Limited English Proficient (LEP) persons have meaningful access to its programs and activities. The subrecipient is required to comply with any applicable provisions of the Buy American Act (41 U.S.C. Sections 8301 – 8305). *Executive Order 13347 Individuals with Disabilities in Emergency Preparedness* requires government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism. *Executive Order 13224* prohibits transactions with and support to organizations associated with terrorism. Energy Policy and Conservation Act, National Environmental Policy Act (NEPA) of 1969 and the Coastal Wetlands Planning, Protection, and Restoration Act of 1990 (as applicable.) The USA PATRIOT Act of 2001, Trafficking Victims Protection Act of 2000, Hotel and Motel Fire Safety Act of 1990, and the Fly America Act of 1974. Subrecipients who collect Personally Identifiable Information (PII) are required to have a publicly 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. All recipients must comply with statutory requirement 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.S 4304 and 4310. All recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R Part 19 and other applicable statues, regulations, and guidance governing the participants of faith-based organizations in individual DHS programs. Whistleblower protections found in 2 C.F.R §200.217 and the statutory requirements for whistleblower protections in 10 U.S.C § 470141 U.S.C. § 4712.

(G) The subrecipient certifies that it has an *Affirmative Action Plan/Equal Employment Opportunity Plan*. An *EEOP* is not required for subrecipients under \$25,000.00 or fewer than 50 employees.

(H) The subrecipient certifies that its employees are eligible to work in the U.S. as verified by Form I-9, Immigration & Naturalization Service Employment Eligibility.

(I) It is the responsibility of the subrecipient as the subrecipient of these federal funds to fully understand and comply with the requirements of:

1. Administrative requirements
2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*
<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>
2. Cost Principles
2 CFR Part 200 Subpart E Cost Principles
<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>
3. Audit Requirements
2 CFR Part 200 Subpart F Audit Requirements
<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-F>
 - a. Federal: The applicant agrees that, as a condition of receiving any federal financial assistance, a Single audit of those federal funds will be performed, if required by law, and further agrees it will comply with all applicable audit requirements.

- b. State: If the applicant is an entity that received state financial assistance the applicant shall submit to the State Coordinating Agency, within one year after the end of the audit period, an annual audit report covering the audit period as required by 2 AAC 45.010.
- c. Subrecipients identified as "non-compliant" by the Alaska Dept. of Administration, Division of Finance, Single Audit Coordinator shall be subject to the following grant payment restrictions:
 - 1) The Division of Homeland Security & Emergency Management (DHS&EM) will not process grant payments of any nature directly to the subrecipient.
 - 2) Subrecipients will be required to fully comply with the Single Audit requirements as specified by the Alaska Dept. of Administration, Division of Finance, Single Audit Coordinator.
 - 3) Subrecipients will provide compliance evidence to DHS&EM from the State Audit Coordinator before any payment will be processed.
 - 4) DHS&EM may process on-behalf-of (OBO) payments to vendors for costs directly associated to the scope of work on approved awards.
 - 5) Performance periods will not be extended due to a subrecipient's failure to comply with Single Audit requirement.
 - 6) Payments made in error to subrecipients that are "non-compliant" must be repaid to the State of Alaska within 90 days of receipt of notice from DHS&EM.
4. Procurement and Contracts. Contracts must be of a reasonable cost, generally be competitively bid, and must comply with Federal, State, and local procurement standards. Detailed requirements for eligible procurement methods and contract types can be found in 2 CFR Part 200 Subpart D. The applicant agrees to review and follow procurement and contract requirements necessary for compliance with the grant program. Further, the applicant understands that failure to comply with these requirements may result of loss of funding for the entire project.
 - a. Debarred/Suspended Vendors. As required by Executive Orders 12549 and 12689, Debarment and Suspension, and implemented at 2 CFR Part 180, the applicant certifies that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.
 - 2) Have not within a three-year period preceding this award been convicted of a or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public a public (Federal ,State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - 3) Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification.
 - 4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause of default. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.
 - 5) Domestic Preferences for Procurement. As appropriate and to the greatest extent consistent with law, state and non-state entities should, to the greatest extent practicable under its FEMA award, provide a preference for the purchase of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. 2 C.F.R. § 200.322 also provides specific definitions for "Produced in the United States" and "manufactured products" that states should review.
5. Conflict of Interest
2 CFR Part 200.112 – the subrecipient must disclose in writing to DHS&EM any potential conflict of interest per the applicable Federal awarding agency policy in the award's performance period.
6. False Claims Act, Program Fraud Civil Remedies, and Mandatory Disclosures
 - A. 31 U.S.C. §3729, no recipient of federal payments shall submit a false claim for payment.
 - B. 38 U.S.C. §3801-3812, details the administrative remedies for false claims and statements made.
 - C. 2 CFR Part 200.113 – the subrecipient must disclose, in a timely manner and in writing to DHS&EM, all violations of Federal criminal law involving fraud, bribery, or gratuity potentially affecting the award.
7. Technology Requirements
28 FR Part 23, Criminal Intelligence System Operating Policies
8. Research and Development (R&D) Requirements
Grants awarded to DHS&EM are not R&D
9. Duplication of Benefits
2 CFR Part 200, Subpart E, Cost Principles
10. Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. §5121-5206, and Related Authorities, where applicable.

11. 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.
12. Reporting of Matters Related to Recipient Integrity and Performance
If the total value recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance 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.
13. Reporting Subawards and Executive Compensation
For federal awards that total or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.
14. SAFECOM
All recipients receiving federal financial assistance 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.
15. 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.
16. John S. McCain National Defense Authorization Act of Fiscal Year 2019. Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors– prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.
17. Recipients, subrecipients, and their contractors and subcontractors are subject to the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and EO 14005, Ensuring the Future is Made in All of America by All of America's Workers. See OMB Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.
18. The subrecipient acknowledges and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. §200.337.
19. The subrecipient must establish, document, and maintain effective internal control over the Federal award that provides reasonable assurance that the subrecipient is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should align with the guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control-Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
 - (a) Comply with the U.S. Constitution, Federal statutes, regulations, and the terms and conditions of the Federal award.
 - (b) Evaluate and monitor the recipient's or subrecipient's compliance with statutes, regulations, and the terms and conditions of Federal awards.
 - (c) Take prompt action when instances of noncompliance are identified.
 - (d) Take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and other types of information. This also includes information the Federal agency or pass-through entity designates as sensitive or other information the recipient or subrecipient considers sensitive and is consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality (2 C.F.R. §25.110.)
20. Presidential Executive Orders
Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.

EMPG Program Terms and Conditions

The total allocation of the 2025 Emergency Management Performance Grant awarded to the State of Alaska Division of Homeland Security and Emergency Management (DHS&EM) is \$2,811,645.00 under *Federal Grant EMS-2025-EP-05004, Federal Award Identification Number/Catalog of Federal Domestic Assistance (FAIN/CFDA) 97.042*. The Matanuska-Susitna Borough has been awarded \$175,000.00, which shall be used to support organization activities essential to emergency management and community preparedness. The performance period of this grant award is October 1, 2025, through September 30, 2026. All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) and Preparedness Grants Manual for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO and State program guidance. The Matanuska-Susitna Borough cannot sub-grant any part of this award to any other entity or organization. All awards require confirmation within the first reporting quarter that expenditures supporting the organization's staffing work plan will be made, or a request for de-obligation of funds must be submitted.

(A) Monies may not be obligated outside of the performance period as stated on the obligating award document. An obligation occurs when funds are encumbered, as with a purchase order and/or commitment of salaries and benefits. All obligated and encumbered funds must be liquidated within 45 days of the end of the performance period (unless otherwise specified in the Program Terms and Conditions) when the *Final Performance Progress Reports* are due.

(B) The Matanuska-Susitna Borough shall be familiar with the requirements and restrictions of the 2025 Emergency Management Performance Grant Guidance and State Grant Guidelines. By signing the Obligating Award Document, the Matanuska-Susitna Borough certifies it has read, understood, and accepted these documents as binding.

(C) Changes to Award: All change requests must be submitted in writing or electronically to the DHS&EM Project Manager, accompanied by a narrative justification and budget/spending plan, for review and approval. Changes must be consistent with the organization category and federal grant guidelines. Requests for changes will be considered only if the reporting requirements are current and terms and conditions have been met at the time the request for the change is made. Changes in the staffing work plan, changes in key persons specified on the grant award, contractual services for activities central to the purposes of the award, requests for additional funding, changes in the project manager/director, or release of special conditions may result in an amendment to this award. No category allocations are authorized, only de-obligation of funds.

(D) Reporting Requirements: The Matanuska-Susitna Borough shall submit timely quarterly *Performance and Financial Progress Reports*. Quarterly *Performance and Financial Progress Report* forms are located electronically at <http://ready.alaska.gov/grants> and may be reproduced. Use of outdated forms will not be accepted and may delay timely reimbursements. The quarterly reports are due:

Number of Scheduled Reports Due	Subrecipient Performance Period	Performance and Financial Progress Report Due Dates
1	10/1/2025 - 12/31/2025	WAIVED
2	1/1/2026 - 3/31/2026	WAIVED
3	4/1/2026 - 6/30/2026	07/20/2026
4	7/1/2026 - 9/30/2026	10/20/2026
5	FINAL	11/15/2026

Invoices with progress reports will be submitted to DHS&EM by the due date as specified in the above schedule. Should the grant period be extended for any reason, a modified report schedule will accompany the award amendment.

Quarterly Performance Progress Reports shall describe the status of the organization category expenditures, compare actual accomplishments to the objectives established for the reporting period in the organization timeline, report reasons for deviation, and justification for timeline adjustment requests. *Performance Progress Reports* must support the *Financial Progress Report*. Include any significant events or activities. Progress must be reported relative to identified organization activities and milestones stated in the subrecipient's application. The *Financial Progress Reports* shall describe the status of the funds, show encumbrances, and receipts of program income and cash or in-kind contributions to the project. The *Final Performance Progress Report* is a summary report evaluating organization expenditures, staffing work plan activities, and measuring performance against emergency management goals and objectives for the entire performance period, and is required in addition to the last quarterly report. *After-Action Report/Improvement Plans* (AAR/IP) are required within 30 days of the conduct of an exercise.

(E) Signatory Requirements: The primary Signatory Official, Project Manager, and Financial Officer are the only ones allowed to sign the original obligating award document and any amendments as listed on the *Signatory Authorization Form*. Delegates may sign the quarterly and final reports. However, the signatures of the Signatory Official, Project Manager, and the Financial Officer must be three different signatures.

(F) Reimbursements: Submit on the *Financial Progress Report* form. Reimbursement shall be based upon authorized and allowable salary expenditures consistent with narrative and grant guidelines and timely quarterly *Performance and Financial Progress Reports* submission.

Payments may be withheld pending correction of deficiencies. Reimbursement of expenditures may be requested at any time within the performance period. Expenditures must be supported with source documentation (e.g., copies of certified payroll or time sheets, etc.) and proof of payment (account ledgers or voided checks showing proof of payment cleared)

Personnel Costs: Payroll reports or timesheets signed and certified that capture the employee's name, position, payroll time period, breakdown of all hours charged to each allocation to total 100% of the employee's worked time, the amount paid, and copies of the corresponding pay warrants, are acceptable. Completion of the *Optional Financial Work Sheet for Identifying & Certifying Program Costs* Worksheet available at <http://ready.alaska.gov/grants> may be submitted in lieu of the above documentation for reimbursement of personnel costs. Staff may not self-certify their own time and wages. The Matanuska-Susitna Borough shall retain all supporting payroll records, including time and attendance records signed by the employee and supervisor and copies of warrants as per the Recordkeeping Requirements in Section G, and ensure they comply with 2 CFR 200.430 and 2 CFR 200.431.

(G) Record-Keeping Requirements: Grant financial and administrative records shall be maintained for a period of three (3) years following the date of the closure of the grant award or audit if required. Time, effort, personnel, and payroll records must be maintained for all individuals reimbursed under the award.

(H) DHS Access: The subrecipient shall keep all records, accounts, documents, information, facilities, and staff available for DHS access as required per DHS Specific Acknowledgements and Assurances.

(I) Performance Measures: Quarterly *Performance Progress Reports* shall demonstrate performance and progress relative to all-hazards, emergency management operations staffing, and other tasks in support of emergency management. Staffing activities must be linked to achieving goals outlined in the Emergency Management Performance Grant (EMPG) Work Plan.

(J) Subrecipient Monitoring Policy: DHS&EM reserves the right to periodically monitor, review, and conduct analysis of the Matanuska-Susitna Borough's financial, programmatic, and administrative policies and procedures, such as accounting for receipts and expenditures, cash management, maintaining adequate financial records, means of allocating and tracking costs, contracting and procurement policies and records, payroll records and means of allocating staff costs, property/equipment management system(s), progress of project activities, etc. Periodic monitoring is required to ensure that program goals, objectives, timelines, budgets, and other related program criteria are being met. This may include desk and field audits. Technical assistance is available from DHS&EM staff. The *Subrecipient Monitoring Policy* is available at <http://ready.alaska.gov/grants>

(K) Penalty for Non-Compliance: For the reasons listed below, special conditions may be imposed, reimbursements may be partially or wholly withheld, the award may be wholly or partly suspended or terminated, or future awards, reimbursements, and award modifications may be withheld. DHS&EM may institute the following, but is not limited to, withholding authority to proceed to the next phase of a reimbursement, requiring additional or more detailed financial reports, additional project monitoring, and/or establish additional prior approvals. DHS&EM shall notify the Matanuska-Susitna Borough of its decision in writing, stating the nature and the reason for imposing the conditions/restrictions, the corrective action required, the timeline to remove them, and the method of requesting reconsideration of the imposed conditions/restrictions. The Matanuska-Susitna Borough must respond within five (5) days of receipt of notification.

1. Unwillingness or inability to attain program goals
2. Unwillingness or inability to adhere to Special Conditions
3. Failure or inability to adhere to grant guidelines and federal compliance requirements
4. Improper procedures regarding contracts and procurements
5. Inability to submit reliable and/or timely reports
6. Management systems that do not meet federally required management standards

(L) Termination for Cause: If performance is not occurring as agreed, the award may be reduced or terminated without compensation for reduction or termination costs. DHS&EM will provide five (5) days' notice to the Matanuska-Susitna Borough stating the reasons for the action, steps taken to correct the problems, and the commencement date of the reduction or termination. DHS&EM will reimburse the Matanuska-Susitna Borough only for acceptable work or deliverables, necessary and allowable costs incurred through the date of reduction or termination. Final payment may be withheld at the discretion of DHS&EM until completion of a final DHS&EM review.

(M) Termination for Convenience: Any program may be terminated upon convenience, in whole or in part, for the convenience of the government. The Department of Homeland Security FEMA and DHS&EM, by written notice, may terminate this grant, in whole or in part, when it is in the government's interest. Allowable costs obligated and/or incurred through the date of termination shall be reimbursed.

(N) Termination of a Federal Award:

1. By DHS&EM/DHS. DHS&EM or DHS may terminate a federal award, in whole or in part, for the following reasons:
 - (a) If the recipient fails to comply with the terms and conditions of the federal award;
 - (b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or
 - (c) Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency priorities.
 - (d) If performance is not occurring as agreed, the award may be reduced or terminated without compensation for reduction or termination costs. DHS&EM will provide notice to Alaska State Fair stating the reasons for the action, steps taken to correct the problems (if applicable), and the commencement date of the reduction or termination. DHS&EM may reimburse Alaska State Fair only for acceptable work or deliverables, necessary and allowable costs incurred through the date of reduction or termination.
 - (e) Final payment may be withheld at the discretion of DHS&EM until completion of a final DHS&EM review. Any equipment purchased under a terminated grant may revert to DHS&EM at the option of DHS&EM.
2. By the Subrecipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS&EM and DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be

terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS&EM and DHS may terminate the federal award in its entirety.

3. Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination.
4. Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344200.345 after an award is terminated.

(O) Communication and Cooperation with the Department of Homeland Security and Immigration Officials:

1. All recipients and other recipients of funds under this award must agree that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials.
 - (a) They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: 1) sending such information to, or requesting or receiving such information from, Federal immigration officials; 2) maintaining such information; or 3) exchanging such information with any other Federal, State, or local government entity;
 - (b) They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes;
 - (c) That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and
 - (d) That they will not leak or otherwise publicize the existence of an immigration enforcement operation.
2. The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award.
3. and that the Department of Homeland Security may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.

(P) Anti-Discrimination: All recipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4).

1. Definitions. As used in this clause –
 - (a) DEI means “diversity, equity, and inclusion.”
 - (b) DEIA means “diversity, equity, inclusion, and accessibility.”
 - (c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025.
 - (d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin.
 - (e) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States.
2. By accepting the grant award, recipients are certifying that:
 - (i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and
 - (ii) They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott.

(Q) The Matanuska-Susitna Borough understands FEMA reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use, for federal government purposes: (a) the copyright in any work developed under this award; and (b) any rights of copyright to which Matanuska-Susitna Borough purchases ownership with federal support. The Matanuska-Susitna Borough agrees to consult with DHS&EM and FEMA regarding any patent rights that arise from or are purchased with this funding. The subrecipient also agrees to obtain DHS's approval through DHS&EM for any DHS seal (s), logos, crests, or flags used in association with federal grants.

(R) As a condition of receiving FY 2025 EMPG funding, the Matanuska-Susitna Borough must achieve, or be actively working to achieve all of the NIMS Implementation Objectives, found at <https://www.fema.gov/emergency-managers/nims/implementation-training>. Completion of the DHS&EM NIMS Implementation Questionnaire assists with this requirement.

(S) The Matanuska-Susitna Borough must complete the annual THIRA/SPR Survey.

(T) The Matanuska-Susitna Borough must complete the annual Local Staging Area (LSA) and Commodity Point of Distribution (CPOD) surveys.

(U) The Matanuska-Susitna Borough must develop a local jurisdiction multi-year Integrated Preparedness Plan (IPP) to be submitted to DHS&EM no later than July 20, 2026 and if possible, by March 30, 2026 for integration into the State's IPP Workshop, being held on April 2, 2026 in Anchorage.

(W) EMPG-funded personnel should participate in exercises (discussion-based or operations-based) during the performance period. DHSE&EM-sponsored opportunities may be available during the performance period. Real-world events may not always count as exercise participation. Exercises claimed on quarterly reports to meet this requirement must include an After-Action Report & Improvement Plan (AAR-IP) completed within 30 days of conduct.

(X) The Matanuska-Susitna Borough staff previously funded by EMPG funds must have already completed the FEMA Independent Study (IS) Program Professional Development Series or the National Emergency Management Basic Academy. Reimbursement may be withheld until this is completed.

(Y) The new staff of the Matanuska-Susitna Borough funded by the 2025 EMPG must complete the FEMA Independent Study (IS) Program Professional Development Series by June 30, 2026. Additionally, IS0100, IS0200, IS0700, and IS0800 or the National Emergency Management Basic Academy are required to be completed by September 30, 2026 and documentation retained. Reimbursement may be withheld until this is completed.

(Z) Matanuska-Susitna Borough fiscal and programmatic representatives must attend an EMPG subrecipient meeting to be held electronically in third quarter; attendance is required. Activity toward grant acceptance and projects may take place prior to this meeting.

We certify we have read, understood, and accept the Grant Terms and Conditions, the Grant Requirements, and Assurances and Agreements, and Special Conditions in accordance with this Award.

Project Manager's Signature

Chief Financial Officer's Signature

Signatory Official's Signature