SUBJECT: ACCEPTING AND APPROPRIATING FUNDS AND APPROVING THE SCOPE OF WORK AND BUDGET FOR A GRANT FOR \$2,000 FROM THE STATE OF ALASKA FOR THE REIMBURSEMENT OF TRAVEL EXPENSES TO ATTEND THE ASSOCIATION OF STATE FLOODPLAIN MANAGERS (ASFPM) TRAINING CONFERENCE.

AGENDA OF: May 6, 2025

Assembly Action:

Adopted without objection. 05/20/25 - EMW

AGENDA ACTION REQUESTED: Present to the Assembly for consideration.

Route To	Signatures	
Originator	X Taunnie L. Booth by	4 / 1 5 / 2 0 2 5
Department Director	X Jason Ortiz	
Finance Director	Recoverable Signature X Cheyenne Heindel	
Borough Attorney	Shannon Bodolay	4 / 2 1 / 2 0 2 5
Borough Manager	X Michael Brown	4 / 2 1 / 2 0 2 5
Borough Clerk	X Lonnie McKechnie	4 / 2 8 / 2 0 2 5

ATTACHMENT(S): Fiscal Note

Grant Agreement (4pp)

Ordinance Serial No. 25-057 (2pp) Resolution Serial No. 25-045 (2pp)

SUMMARY STATEMENT: The Planning Department has received a grant from The State of Alaska, Department of Commerce, Community, and Economic Development (DCCED); Division of Community and Regional Affairs (DCRA) in the amount of \$2,000 to be used for attendance at the annual Association of State Floodplain Managers Association (ASFPM) training conference. This continuing education will provide staff members with valuable learning opportunities to provide high-quality services for our community. DCRA has purchased the registration for staff and is providing this travel

training grant to facilitate MSB Staff to attend and will provide information back to the State of Alaska, DCCED/DCRA, and MSB regarding changing program elements for flood and natural hazard risk reduction programs.

RECOMMENDATION OF ADMINISTRATION: Approve legislation as presented.

Page 2 of 2 IM No. 25-104

MATANUSKA-SUSITNA BOROUGH FISCAL NOTE

Agenda Date: May 6, 2025

SUBJECT: ACCEPTING AND APPROPRIATING FUNDS AND APPROVING THE SCOPE OF WORK AND BUDGET FOR A GRANT FOR \$2,000 FROM THE STATE OF ALASKA FOR THE REIMBURSEMENT OF TRAVEL EXPENSES TO ATTEND THE ASSOCIATION OF STATE FLOODPLAIN MANAGERS (ASFPM) TRAINING CONFERENCE.

FISCAL ACTION (TO BE COMPLETED BY FINANCE)		FISCAL IMPA	FISCAL IMPACT YES NO				
AMOUNT REQUESTED \$2,000		FUNDING SC	FUNDING SOURCE Grant				
FROM ACCOUNT #		PROJECT	PROJECT				
TO ACCOUNT: 480.000.000 3xx.xxx		PROJECT#	PROJECT # 47520				
VERIFIED BY: X Liesel Z an to Signed by: Liesel W elland							
EXPENDITURES/REVENUES:		Γ)	housands of Dollars)	nds of Dollars)			
OPERATING	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	
Personnel Services							
Travel							
Contractual							
Supplies							
Equipment							
Land/Structures							
Grants, Claims							
Miscellaneous							
TOTAL OPERATING							
CAPITAL							
REVENUE							
UNDING:							
General Fund							
State/Federal Funds	2.0						
Other							
TOTAL	2.0						
OSITIONS:		 ,	-		,		
Full-Time							
Part-Time		+					
Temporary ANALYSIS: (Attach a separate pa	ne if necessary)	1					
APPROVED BY: Signed by: Cheyenne Heindel							

Travel/Training Grant Agreement



Community Assistance Program-State Support Servcies Element (CAP-SSSE)

CFDA # 97.023

Federal Awarding Agency: U.S. Department of Homeland Security	Federal Project Title and Description: 2024 Community Assistance Program-State Support Services Element (CAP-SSSE)			
Federal Grant Agreement #: EMS-2024-GR-05002	Federal Award Date: 09/28/2024			
Federal Grant Number (FAIN): EMS-2024-GR-05002	DUNS: 8093874670000			
Employer Tax I.D. Number (EIN): 92- 0030816	Amount of Grant Agreement: \$ 2,000.00			
Cumulative Amount of Federal Funds received in FY2022 \$ 19,409,759.00	Amount of Federal Funds (75% of Grant Agreement Amount) \$ 1,500.00			
Period of Performance (Travel Dates):	Fund:1004 Unit: DCRA Sub-Unit: DCRA			
May 18-22, 2025	Appropriation Unit: 080401002 Program: DCRA 24CAPS Major Program:24CAPS			
Coomtoo	, ,			
Grantee	Department Contact			
Entity Name Matanuska-Susitna Borough	State Tax ID 926001185			
Mailing Address 350 E Dahlia Ave	Name			
	Coleen Greenshields			
City/State/Zip Palmer, AK 99645	Mailing Address			
	550 West 7th Avenue, Suite 1650			
Contact Person	City/State/Zip			
Taunnie Boothby	Anchorage, Alaska 99501			
E-mail tauppie hoothby@matsugov.us	E-mail			
taunnie.boothby@matsugov.us	coleen.greenshields@alaska.gov			
Phone (907)861-8526	Phone Fax			
(40/1001-0520	907-269-4535 907-269-4539			

AGREEMENT

The State of Alaska, Department of Commerce Community and Economic Development, NFIP Program (hereafter known as Commerce) and Matanuska-Susitna Borough (hereafter known as Grantee) are entering into this Grant Agreement, which includes this Signatory Page and Appendix A.

By signing this Grant Agreement the Grantee certifies it possesses legal authority to enter into this Grant Agreement. The Grantee's relation to the Department of Commerce and the State of Alaska shall be at all times as an independent Grantee. Payment will be reported as compensation via an IRS 1099 Reporting Form.

This Agreement is fully executed when signed and initialed, as indicated below and the following pages, by both parties.

Grantee	Department
Signature	Signature
Printed Name and Title	Printed Name and Title
Michael Brown, Borough Manager	Harmony Curtis, Local Government Specialist 4
Date	Date

IM No. 25-104 Ordinance Serial No. 25-057 Resolution Serial No. 25-045

Appendix A Training and Conference Grant Agreement

Article 1. Parties to the Grant Agreement. The State of Alaska, Department of Commerce, Community, and Economic Development (hereafter known as Commerce), is entering into this Grant Agreement with Michael Brown, Borough Manager (individual) representing Matanuska-Susitna Borough (Entity Name), hereafter known as the Grantee.

Article 2. Commerce's Authority. Commerce ensures that it possesses legal authority to enter into this Grant Agreement; and the individual who signs this Grant Agreement and any subsequent amendments has been duly authorized by Commerce. In order to meet its own responsibility to the Federal awarding agency, Commerce and the State of Alaska and their authorized agents and employees, as the pass-thru entity has the right to request or access sub-recipient's financial and performance records.

Article 3. Commerce's Authorized Representatives. Commerce has authorized the following individual to sign this Grant Agreement. Subsequent correspondence, billings, and amendments are to be sent to the below identified individual and address.

Department of Commerce, Community, and Economic Development Division of Community and Regional Affairs 550 West 7th Avenue, Suite 1650 Anchorage, Alaska 99501 Email: dcra.admin@alaska.gov

Article 4. Grantee's Authority. The Grantee ensures that it possesses legal authority to perform this project and is not currently prohibited or excluded in any manner from participating in this project by any federal or State of Alaska agency.

Article 5. Project. In accordance with the terms and condition of this Grant Agreement, the Grantee shall attend the ASFPM Conference in person in New Orleans, LA for workshops about Floodplain Management with an emphasis on the National Flood Insurance Program, NFIP.

Article 6. Duration. This Grant Agreement shall be in effect from the date of signature the Agreement and continue through the completion of the above described event.

Article 7. Amount of Grant Agreement. The amount of this Grant Agreement shall not exceed \$2000.00. This is a cost reimbursable agreement and means that Commerce will reimburse the Grantee for the actual expenses incurred and documented in accordance with this Grant Agreement.

Article 8. Direct Expenses. Commerce's compensation to the Grantee shall be based on documented direct expenses incurred by the Grantee. Direct expenses are limited to registration, transportation from community of residence to site of training and commercial lodging. The cost of lodging is limited to the actual charge for the overnight accommodation and any sales tax on that charge but does not include charges to the room for meals, telephone calls, movies or other additional charges. No compensation (payment) shall be made by Commerce to the Grantee for any other type of direct expenses.

Article 9. Indirect Expenses. No compensation shall be made by Commerce to the Grantee for indirect expenses, percentage of direct expense, and/or overhead expense.

Grantee Initial ______
Commerce Initial _____

Article 10. Payment. Commerce shall issue payment to the Grantee after the Grantee has attended the event, and submitted the Signatory page, Appendix A and invoices which includes the actual itemized receipts of all expenses. Invoices and original receipts must be received within 60 days of the end of the conference, workshop, seminar or training session. Any invoices or original receipts received after 60 days may not be accepted. Payment will be reported as compensation via an IRS 1099 Reporting Form if payment is made to an individual and not the agency.

Article 11. Withholding Payment. Commerce may withhold payment if it is discovered that the Grantee is in arrears with the Internal Revenue Service (IRS) or other state taxes. Commerce shall continue to withhold payment until the IRS or State of Alaska, Department of Revenue or other appropriate agency notifies Commerce that the taxes have been paid in full. If Grantee does not attend the entire course the payment may be withheld, unless participant was excused by NFIP State Coordinator, Harmony Curtis, for the missed portion of the course due to unforeseen emergency or travel delays.

Article 12. Indemnification. The Grantee shall protect, save, defend, and hold harmless Commerce, its employees, officers, and agents from all claims, actions, damages, costs, expenses, and attorney fees of any nature whatsoever resulting from injuries or damages sustained by any person or property arising directly or indirectly as a result of any error, omission or negligent act of the Grantee and its subrecipients, contractors, subcontractors, or anyone directly or indirectly employed by them in the performance of this project or Grant Agreement.

All claims, actions, damages, costs, expenses, and attorney fees resulting from injuries or damages sustained by any person or property arising directly or indirectly from the Grantee's performance of this project or Grant Agreement which are caused by the joint negligence of Commerce and the Grantee shall be apportioned on a comparative fault basis. Any such joint negligence on the part of Commerce must be a direct result of active involvement by Commerce. The Grantee's obligation shall not include claims, actions, damages, costs, expenses, and attorney fees resulting from injuries or damages sustained by any person or property arising from Commerce, its employees, officers, or agent sole negligence.

Article 13. Termination When in the State's Best Interest. In the event that Commerce determines that it is in the State's best interest to discontinue funding, Commerce may, at its sole discretion, terminate this Grant Agreement. Commerce may terminate by providing a 30-day written notice. Commerce shall issue payment to the Grantee in accordance with the Grant Agreement for expenses incurred and properly documented prior to the termination date.

Article 14. Governing Law. This Grant Agreement shall be governed by the laws of the State of Alaska. Any appeal of an administrative decision or any original action to enforce any provision of this Grant Agreement or to obtain relief from or remedy in connection with this Grant Agreement shall be brought in the Superior Court for the First Judicial District, Juneau, Alaska. The Grantee hereby irrevocably submits to the jurisdiction of the Alaska state courts in any action arising out of or relating to this Grant Agreement.

<u>Article 15. Severability.</u> If any provision under this Grant Agreement or its application to any person or circumstance is held illegal or invalid by a court, the decision shall not affect any of the remaining provisions and this Grant Agreement shall be construed as if the illegal or invalid provision is not contained in the Grant Agreement.

Article 16. Waiver of Sovereign Immunity. If the Grantee or a partnering entity is an entity that possesses sovereign immunity, the Grantee must irrevocably waive its sovereign immunity with respect to DCCED's enforcement of this Grant Agreement.

Appendix A - Terms and Conditions

Page 2 of 3

Article 17. Suspension and Debarment. By signing this agreement, the participant is acknowledging they are not barred from receiving federal funds as specified in Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons," as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information required under 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipients may access suspension and debarment information at: http://www.sam.gov. This system allows recipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance. This term and condition supersede EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

Article 18. Entire Agreement. By reference, this Grant Agreement includes the Signatory Page and this Appendix A. This incorporates the entire understanding, and each party acknowledges that there are no other warranties, representations, covenants, or understandings of any kind, matter or description whatsoever, between the parties.