

**FY 2025
Award Packet
For the
Emergency Management Performance Grant (EMPG)**

Award Distributed By
Utah Department of Public Safety's (DPS)
Division of Emergency Management (DEM)

Federal Funding Provided By
The United States Department of Homeland Security's (DHS)
Federal Emergency Management Agency (FEMA)

Award Letter

04/07/2026

Tammy Gallegos
San Juan County

The Utah Division of Emergency Management is pleased to inform you that a grant award for San Juan County has been approved in the amount of \$46,000.00 from the Fiscal Year (FY) 2025 Emergency Management Performance Grant.

This allocation covers the **period of performance of July 1, 2025 through June 30, 2026**. Due to the delayed notification of this award, reporting periods for this grant will be as follows:

- Initial Report (Covers period of July 1, 2025 – March 31, 2026) Due no later than **Friday, May 22, 2026**
- Final Report (Covers period of April 1 – June 30, 2026) Due no later than Monday, July 20, 2026
 - **PLEASE NOTE ALL REIMBURSEMENTS DELAYED UNTIL JULY 1, 2026 AT THE EARLIEST**
 - **ON TIME REPORTING STILL REQUIRED**

Due to continuing restructuring and reorganizing at the federal level, the Emergency Management Performance Grant for the FY25 grant year is contingent upon federal priorities. Please note that the [DHS Standard Terms and Conditions from April 2025](#) will be enforced, minus those terms that have been rescinded due to litigation. A fact sheet has been included in this packet to draw your attention to the key changes but the full Standard Terms and Conditions and agreed upon amendments are the actual binding agreement. The State of Utah will continue to monitor the federal situation and provide notification and updates to the grant program as appropriate.

This letter and its attachments outline the terms and conditions of accepting this award. Please read all terms and conditions carefully, sign, and return no later than **May 22, 2026**. The signed award letter should be sent via email to the DEM EMPG email address (EMPG@utah.gov). After we have received your signed award packet, the funding outlined will be obligated to your agency, enabling you to request reimbursement via DEM's Reimbursement Request Form (85-21). Jurisdictions not returning signed award letters by **May 22, 2026** will forfeit the award. Reporting requirements for the remainder of this period of performance are **May 22, 2026** and July 20, 2026.

We look forward to working with you on this award. Please coordinate with your respective Utah Regional Coordination Council Chairs or designees as well as neighboring jurisdictions to maximize the potential capacity of your emergency management programs. Should you have any questions or need additional information, please contact your regional Liaison and Tracy Bodily at EMPG@utah.gov.

Sincerely,



Kris Hamlet, Director
Utah Department of Public Safety
Division of Emergency Management

Terms and Conditions Fact Sheet

- December 2025, a federal court ruled against the U.S. Department of Homeland Security (DHS) in [Illinois v. Noem](#), declaring new 2025 Emergency Management Performance Grant (EMPG) restrictions unlawful.
 - **Vacated Restrictions:** The court removed the requirement that states certify that their population counts did not include individuals removed from the state due to immigration laws.
 - **Restored Performance Periods:** The 3-year performance period was restored, rejecting the shift to a 1-year period (PPC) that had disrupted long-term planning.
- The September 2025 injunction in [State of Illinois, et al. v. Federal Emergency Management Agency](#) (and related cases like *Illinois v. Noem*) specifically blocks FEMA from enforcing immigration-related conditions (C.IX.) on grants for the 20+ plaintiff states and the District of Columbia that brought the lawsuit.
 - While not automatically applying to non-plaintiff states, the legal reasoning applied by the court has created a national precedent that limits FEMA's ability to enforce these specific conditions.
- The DEI conditions remain as provisions within the DHS FY 2025 Terms and Conditions. The Executive Order on which these are based, however, continues to be the subject of litigation.

Statement of Work

- Purpose

Participating jurisdictions should prioritize the use of grant funds to maintain/sustain current capabilities, to validate capability levels, and to increase capacity for high-priority core capabilities with low capability levels.

Any jurisdiction receiving funding from EMPG is considered a “subrecipient” and must comply with all applicable grant requirements provided by the relevant Notice of Funding Opportunity, FEMA Grants Preparedness Manual, articles of agreement, and the 2 CFR 200. This statement of work document is intended to outline how the grant works along with the responsibilities of jurisdictions receiving an award.

- Background

- The [Full Notice of Funding Opportunity \(NOFO\) from FEMA for EMPG](#) provides comprehensive program details.
- General award requirements are governed by the [Code of Federal Regulations](#).
- Recipients must also adhere to the [Department of Homeland Security Standard Terms and Conditions \(Version 3, dated 04-18-2025\)](#).

The Department of Homeland Security (DHS) expects EMPG participating jurisdictions (state/county/city/tribe/IHE) to prioritize grant funding to address capability targets and gaps identified through the annual THIRA and SPR process.

- DEM’s Objective

The **objective** of the EMPG Program is to support a comprehensive, all-hazard emergency preparedness system by building and sustaining the [core capabilities](#) contained within each [mission area](#) of the [NPG](#).

- Approvals

A **cost match** is required under this program. Only acceptable non-federal costs qualify as cost sharing and must conform to other necessary and reasonable provisions to accomplish the program objectives. The Federal share that is used towards the EMPG Program budget **shall not exceed 50%** of the total budget. To meet matching requirements, the **contributions must be verifiable, reasonable, allowable, allocable, feasible and necessary** under the grant program and must comply with all federal requirements and regulations.

Examples of EMPG funded activities include but are not limited to:

- Initiating or achieving a [whole community approach](#) to security and emergency management;
- Strengthening a state or community’s emergency management program;
- Updating emergency plans;
- Completing a Threat and Hazard Identification and Risk Assessment ([THIRA](#)) process;

- Designing and conducting exercises that engage a whole community of stakeholders and validate core capabilities;
- Conducting and attending training.

EMPG participants should consult with the EMPG program manager prior to making any investment that does not clearly meet the allowable expense criteria established in the [FEMA Preparedness Grants Manual](#), the [Authorized Equipment List](#) and the EMPG Program NOFO.

- Requests for extension of the Period of Performance (PoP) must be submitted to DEM prior to 2 months from the end of a grant cycle. An extension request must justify the need for the extension, and provide milestones to completion of program activities. DEM will review the extension request and, if supported, will provide an amendment to the award.
 - Failure to meet requirements outlined in the Notice of Funding Opportunity, Preparedness Grants Manual, 2 CFR 200 or Articles of Agreement and Statement of Work will result in funding denials.
 - DEM assigns all responsibility for assuring allowability of expenses submitted under any award to the subrecipient. DEM will review and approve all reimbursement requests as part of the State's Investment justification, however, this does not constitute DEM assuming liability resulting from any review of expenses not directly managed by DEM.
- Funding Provisions
 - This funding is subject to availability of funds from FEMA/DHS.
 - Recipient Responsibilities
 - It is the recipient's responsibility to ensure their compliance with all federal award and state requirements as outlined in this Statement of Work, EMPG guidance, 2 CFR 200, the Articles of Agreement, FEMA's Preparedness Grants Manual, the program's Notice of Funding Opportunity, state code, as well as any of their existing local policies and procedures. Local policies and procedures may be more restrictive than some of the federal or state requirements but they cannot be less restrictive in any area. It is also the recipient's responsibility to communicate progress towards completing the performance standards under this award. If there are any set-backs that may prevent any performance standards from being completed during the period of performance, this needs to be communicated with the State EMPG program manager as early as possible.
 - Reimbursements and Reporting
 - On a quarterly basis by the reporting deadline, the jurisdiction shall submit the following to Utah DEM via the online progress reporting tool and EMPG email:
 - Required:** A progress report reflecting work accomplished during each reporting period. The report should have detailed narratives as to what has been completed. Backup documentation should be kept on hand within the emergency management program for local use and grant monitoring visits. Reports for personnel activities are required for any EMPG funded personnel.
 - If requesting reimbursement:** A Reimbursement Request Packet which includes an 85-21 (Reimbursement Request Form), a reimbursement narrative/memo, and all supporting documentation (proof of purchase as well as proof of payment are required).

Thorough documentation in support of the reimbursement request. All expenses listed in this report must be paid and supporting documentation shall be attached and submitted via the empg@utah.gov email.

Protocol for all documentation:

Subject Line should always state the **period of reporting (Year or Reporting Period A-D)**, **title of the form** you are submitting and the **Jurisdiction Name**

Examples:

- 24-25 Reporting Period A Reimbursement Request - Sandy City
- 2024 Application - Rich County

- Monitoring

- All recipients of EMPG funding must comply with all monitoring requests from DEM and FEMA.

- Penalties for Non-compliance

- **Penalties for late or incomplete reporting**

- For late reporting (financial or performance) or incomplete reporting: graduated enforcement scale under 2 CFR § 200.339:

- **Specific Conditions:** DEM may impose "Specific Conditions" (2 CFR § 200.208), such as requiring more frequent reporting, additional project monitoring, or requiring technical assistance.
- **Withholding of Payments:** DEM may temporarily withhold cash payments pending the correction of the deficiency.
- **Withholding of Future Awards:** DEM may refuse to issue new awards or continuation funding for the project.
- **Negative Performance Records:** Non-compliance is reported to the FAPIIS (Federal Awardee Performance and Integrity Information System), which other agencies check before awarding future grants.

- **Penalties for misuse of funds**

- **Disallowance of Costs:** DEM can "disallow" costs, meaning the sub-grantee must repay the federal government for the misused funds using their own non-federal money (**2 CFR § 200.339(b)**).
- **Recovery of Funds:** DEM may initiate debt collection proceedings to claw back funds already spent.
- **Termination of Award:** DEM may unilaterally terminate the grant for material failure to comply with the terms (**2 CFR § 200.340**).

- **Penalties for falsified information**

- **Suspension and Debarment:** Under **2 CFR Part 180**, a grantee can be "debarred" (banned) from receiving *any* federal contracts or grants for a period of time, usually three years.
- **The False Claims Act (31 U.S.C. §§ 3729-3733):** Submitting false reports to get paid can result in "treble damages" (paying back three times the amount lost by the state) plus per-claim fines.

- **Criminal Prosecution (18 U.S.C. § 1001):** Knowingly and willfully falsifying a statement to the federal government is a felony, punishable by up to **5 years in prison** and significant fines.


- **Holds and Special Conditions**

- Holds related to [training requirements](#)
 - N/A
- Holds related to incomplete application ([PARA/FFATA](#))
 - N/A
- Holds related to eligibility or performance goals
 - N/A

- **Specific Requirements for 2025-2026**

- **Plan to include at least one element related to IPAWS in all exercises where EMPG funds are used or EMPG funded personnel are participating.** This could be as elaborate as simulating the activation of an IPAWS alert to as simple as discussion questions about the decision making process related to an IPAWS alert (Does this event/incident warrant the activation of an IPAWS alert? What are the triggers for IPAWS alerts? Who must be involved in making IPAWS alert decisions? etc.) We will need to report on our best practices and challenges.
- **Any (partially or entirely) EMPG funded positions or equipment are readily deployable in support of EMAC and mutual aid.** This includes the implementation of task books for NQS as well as preparing mission ready packages for EMPG funded positions or equipment.
- **Demonstrate [NIMS implementation](#).**
- **Demonstrate [NQS implementation](#) (implementation plan as well as initiation/execution of plan - [2025-2026 NQS Requirements are given in detail in this link for Local Utah EMPG Programs](#))**
- **Funding must be used for building or sustaining preparedness capabilities identified as high priority, closing capability gaps, and building government continuity capabilities.**

Award Document

Award Document	Utah Department of Public Safety (DPS) Division of Emergency Management (DEM) Funding Entity: Federal Emergency Management Agency (FEMA) Federal Award Identification Number (FAIN): EMD-2025-EP-05003 Federal Award Date: 01/30/2026			
1a. Agreement No. DEM-EMPG-2025-012	2. Amendment No. N/A	3. UEI No. YKMUM1NJE9A9	4. Type of Action Award	
6. Recipient Name San Juan County	7. Name of Recipient Emergency Management Contact Tammy Gallegos	8. Contact Information tgallegos@sanjuancounty.org	9. Name of DEM EMPG Program Manager Tracy Bodily EMPG@utah.gov	
10. Effective Date of This Action 04/07/2026	11. Assistance Arrangement Cost Reimbursement	12. Period of Performance From: 07/01/2025 To: 06/30/2026		
13. Description of Action/Hold? Indicate funding obligation of award relating to EMPG Performance Standards				
Program Name	CFDA No.	Prior Award	Amount Awarded	Current Total Award
Emergency Management Performance Grant	97.042	\$0.00	+\$46,000.00	\$46,000.00 No Holds
Acceptance and Certification				
By signing below, the signatory official and emergency management contact certify that they have read, understand, and will comply with all requirements set forth in this document.				
Recipient Signatory Official/Authorized Official*		Date:		
Printed Name and Title				
DEM Signatory Official		Date: 04/07/2026		
Printed Name and Title	Kris Hamlet, Director			
*A signatory is someone who signs a contract, therefore creating a legal obligation. The person who signs this document needs to have the authority to enter into a legal obligation for the named recipient.				

Articles of Agreement - Federal

[Articles of Agreement](#) specific to EMD-2025-EP-05003, are included for review. These articles are in addition to the DHS Terms and Conditions linked above.

Articles of Agreement - Utah

Article I. Summary Description of Award

EMPG provides funds to supplement pre-established local emergency management programs in building capabilities to implement the National Preparedness System and support the National Preparedness Goal (NPG). Funds should be utilized for addressing gaps in the existing emergency management program. Match funds or reimbursable expenses are limited to specific activities and authorized equipment. Please review all guidance before expending funds.

Article II. Special Considerations and Funding Holds

Recipients must comply with and/or resolve any Special Considerations and/or Funding Holds outlined within the Statement of Work found within this award packet. Failure to comply with special considerations or addressing holds may result in the deobligation and clawback of funds under this obligation.

Article III - Acceptance of Post Award Changes

In the event DEM determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

Article IV - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at:

<https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to DEM for initial review. DEM will then submit this form and applicable supporting documentation to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are

obligated or released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies.

If ground disturbing activities occur during construction, the applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify DEM, if applicable, and DHS/FEMA.

Article V - DEM Specific Acknowledgements and Assurances

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

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DEM.
2. Recipients must give DEM access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award 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.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DEM officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Article VI - Indirect Cost Rate Agreement

In accordance with 2 CFR § 200.414(f), Utah accepts the 10% de minimis indirect cost rate of modified total direct costs (MTDC). Unless the named subrecipient of this award possesses a Negotiated Federal Indirect Cost Rate Agreement (NICRA), this 10% rate shall serve as the established indirect cost agreement for the duration of this subaward.