



STATE OF MISSISSIPPI
TATE REEVES, GOVERNOR
DEPARTMENT OF PUBLIC SAFETY
SEAN J. TINDELL, COMMISSIONER

**MISSISSIPPI OFFICE OF HOMELAND SECURITY
HOMELAND SECURITY GRANT PROGRAM
SUB-RECIPIENT GRANT AWARD**

Sub-Recipient Name: Bay St. Louis Police Department

Project Title: Homeland Security Grant Program

Grant Period: 9/1/2025-8/31/2028

Date of Award: 9/1/2025

Total Amount of Award: \$75,000

Grant Number: 25LE112

In accordance with the provisions of Federal Fiscal Year 2025 Homeland Security Grant Program, the Mississippi Office of Homeland Security (MOHS), State Administrative Agency (SAA), hereby awards to the foregoing Sub-Recipient a grant in the federal amount shown above. The CFDA number is 97.067 and MOHS federal grant number is EMW-2025-SS-05001. Authorizing Authority for Program: Section 2002 of the *Homeland Security Act of 2002*, as amended (Pub. L. No. 107-296), (6 U.S.C.603).

Enclosed is a signed grant agreement obligating federal funds as outlined above. Please review the grant agreement in full, sign in the designated signature areas and return to the MOHS by **October 15, 2025**. Strict adherence to these provisions is essential to ensure compliance with applicable federal and state statutes, rules, regulations, and guidelines.

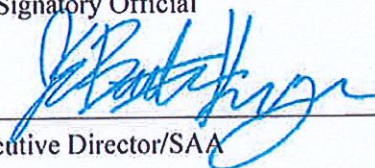
Grant funds will be disbursed to Sub-Recipients (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the grant including special conditions and the Mississippi Department of Public Safety, Office of Homeland Security, Homeland Security Grant Program, Policies and Procedures Manual; to comply with provisions of the Act governing these funds and all other federal laws and regulations; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Sub-Recipient; and that all agencies involved with this project understand that all federal funds are limited to a twelve-month period.

Supplantation: The Sub-Recipient provides assurance that funds will not be used to supplant or replace local, state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, I certify that the receipt of federal funds through the MOHS shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

ACCEPTANCE OF THE FEDERAL GRANT AWARD FOR THE SUB-RECIPIENT

Signature of Authorized Signatory Official



9/1/25

Signature of MOHS Executive Director/SAA

MISSISSIPPI OFFICE OF HOMELAND SECURITY



FY25 HOMELAND SECURITY GRANT PROGRAM GRANT AGREEMENT AND AWARD PACKET

FY25 MISSISSIPPI OFFICE OF HOMELAND SECURITY GRANT AGREEMENT

1. Sub-Recipient's Name: Bay St. Louis Police Dept	2. Effective Date of Grant: September 1, 2025
Mailing Address: 547 Main St. Bay St. Louis, MS 39520	3. Sub-Recipient Grant Number: 25LE112
Telephone Number: 228.466.5484	4. Grant Identifier (Funding Source & Year): EMW-2025-SS-05001
E-Mail: aosbourn@baystlouis-ms.gov	5. Period of Performance: Start and End Dates: September 1, 2025-August 31, 2028
	6. Subgrant Payment Method: Cost Reimbursement Method

7. CFDA # - 97.607	8. UEI # - GRTLUNIWFSF9	9. Congressional District: 4th
10. FAIN #: 646000779	11. Initial Federal Award Date: September 1, 2025	12. Federal Awarding Agency: Homeland Security (800)368-6498
13. Research and Development: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	14. Indirect Cost Rate Charged: \$0.00	

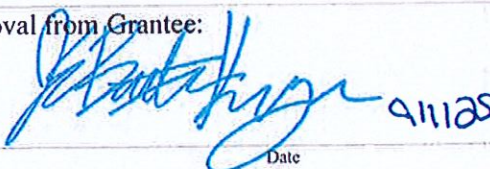
15. The following grant funds are obligated:

A. Cost Category	B. Source of Funds	C. Match	D. Ratio%
(1) Contractual Services	\$75,000 (1) Federal	\$75,000	\$0.00 100%
(2) Equipment	\$0.00 (2) State	\$0.00	\$0.00 0%
(3) Commodities/Supplies	\$0.00 (3) Local	\$0.00	\$0.00 0%
(4) Other	\$0.00 (4) Other	\$0.00	\$0.00 0%
TOTAL:	\$75,000 Total:	\$75,000	\$0.00 100%

E. Total of All Federal Grants Through MOHS to Agency:

Number of Grants:	FY22	FY23	FY24
Total Award Funding of Grants:	\$0.00	\$112,000	\$0.00

The Sub-Recipient agrees to operate the program outlined in this Grant Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes Sub-Recipient Signature Sheet; Project Description; Goals and Objectives; Implementation Schedule; Cost Summary Support Sheet; Agreement of Understanding and Compliances, and all required documentation. All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Recipient, are also incorporated into this agreement, and Sub-Recipient agrees to fully comply therewith.

14. Approval from Grantee:  Signature _____ Date 9/1/25	15. Approval from Sub-Recipient: Signature _____ Date _____ Name: _____ Title: Authorized Signatory Official
Name: Baxter Kruger Title: MOHS Executive Director/SAA	

FY25 HOMELAND SECURITY GRANT PROJECT DESCRIPTION

The Mississippi Office of Homeland Security Grant Program (HSGP) is provided by Federal grant funds to assist local, state, and tribal efforts in obtaining the resources required to support the National Preparedness Goal, mission areas and core capabilities to build a culture of preparedness. All grant programs funded will help the State of Mississippi in the prevention, preparation, protection, and response to acts of terrorism.

These efforts will be coordinated through the MOHS, along with training and exercises developed during the grant year. All programs utilize risk assessments, data, and community knowledge to target and deploy resources that are community and state-wide threats and hazards.

FY25 HOMELAND SECURITY PROJECT GOALS AND OBJECTIVES

PROJECT:

The awarded project/jurisdiction will:

- Prevent a threatened or actual threat of terrorism.
- Protect citizens, residents, visitors and assets against the threats that pose the greatest risk to the security of the United States.
- Mitigate the loss of life and property by lessening the impact of future catastrophic events.
- Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.

GOAL:

Increase jurisdiction participation with multi-level intelligence components and capabilities to assist agencies to prevent, protect against, respond and recover from terrorism incidents and attacks.

OBJECTIVES:

- Provide intelligence gathering and information sharing capabilities to 50% of local jurisdictions within three (3) years after approval of state strategy.
- Establish/enhance statewide deterrence/prevention and response efforts.
- Provide funds to jurisdictions for prevention and response efforts through the funding of services, equipment, training and supplies that will be deployed, as needed and requested to help in statewide homeland efforts.

GOAL:

Reduce Mississippi's vulnerability, capability gaps and risks to extremism and terrorism through preparedness and protective efforts. Increase jurisdiction capabilities by reducing vulnerabilities, gaps and risks against terrorism incidents and events.

OBJECTIVES:

- Create, implement, and maintain terrorism preparedness plans consistent with the National Response Plan (NRP) and provide advice, assistance, training, and oversight to local governments in the development of such plans within three (3) years after approval of state strategy.
- Improve the number of emergency responders prepared to respond to terrorism incidents, including hoaxes, threats and suspicious packages within three (3) years of the approval of the state strategy.

FY25 PROGRAM MILESTONE SCHEDULE

The Program Milestone Schedule is intended to provide Sub-Recipients with a timeline for the progress, completion and success of their awarded grant program. All Sub-Recipients should strive to complete the awarded program with the following Program Milestone timeline, which represents a twelve (12) month cycle.

1st Quarter (September, October & November)

- Attend a required Grant Implementation Meeting.
 - In Person Meeting: Submit Grant Implementation Acknowledgement form at the MOHS Implementation Meeting.
 - Virtual Meeting: Submit Grant Implementation Acknowledgement to mohsgrants@dps.ms.gov, by **October 1, 2025**.
- Submit the following required documentation for the Grant Award. Forms should be executed by the Signatory Authorized Official. A copy of the following forms must be maintained in the Agency file and will be reviewed during grant monitoring. A submission deadline has been set for **October 15, 2025**, for the following forms.
 - Grant Award Letter, Agreement and Appendix documents.
 - Environmental Historic Preservation (EHP) Form, if required.
 - NIMS Certifications (100, 200, 700 and 800), if not submitted
 - Latest Audit, if not submitted.
 - Memorandum of Understanding for License Plate Reader, if required.
 - State and Local Cybersecurity Grant Program Memorandum of Understanding and Consent Form.
 - Nationwide Cybersecurity Review (NCSR) Assessment (Open from October 1-February 28th)
- Solicit quotes and/or bids for equipment. (If equipment is over \$5,000.00, two (2) quotes are required)
- Review proposals, quotes, bids and select vendors.
- Purchase approved equipment during the 1st quarter for the grant year.
- Begin preparation of 1st Quarter Report. (September 1-November 30). Due to MOHS **December 15th**.
- Assess and review program's threats, hazards, core capabilities and needs.
- Participate and attend any training, meetings, or conference calls with MOHS, as required and necessary.

2nd QUARTER (DECEMBER, JANUARY & FEBRUARY)

- Submit 2nd Quarter Report to MOHS. Due **March 15**.
- Receive approved equipment and/or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment is received.
- Begin preparation of 3rd Quarter Report. (**March 1- May 31**). Due to MOHS **June 15**.
- Assess and review program's threats, hazards, core capabilities and needs.
- Participate and attend any training, meetings, or conference calls with MOHS, as required and necessary.

3RD QUARTER (March, APRIL & MAY)

- Submit 3rd Quarter Report to MOHS. Due **June 15**.
- Receive approved equipment or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment is received.
- Begin preparation of 4th Quarter Report. (**June 1-Aug 31**). Due to MOHS **Sept 15**.
- Assess and review program's threats, hazards, core capabilities and needs.
- Participate and attend any training, meetings, or conference calls with MOHS, as required and necessary.

FY25 PROGRAM MILESTONE SCHEDULE

4th QUARTER (June, July, and August)

- Submit 4th Quarter Report to MOHS. Due **September 15**.
- Receive approved equipment or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment is received.
- Begin preparation of 1st **Supplemental Report**. (Sept 1-Nov 30). Due to MOHS **December 15**.
- Assess and review program's threats, hazards, core capabilities and needs.
- Participate and attend any training, meetings, or conference calls with MOHS, as required and necessary.

CLOSEOUT (September 1-October 1)

- Submit 4th Quarter Report. (June 1-August 31). Due to MOHS **September 15th**.
- Prepare Closeout Form and supporting documentation to MOHS. Due **October 15th**.
- Assess and review program's threats, hazards, core capabilities and needs.

Budget Detail Sheet			
Agency Name:	Bay St. Louis Police Department		
Date Reviewed:	5/2/2025		
Funding Source:	FY25 Homeland Security Grant Program		
National Priority	Supporting Homeland Security Task Forces and Fusion Center/Law Enforcement		
Grant Number	25LE112		
Contractual Services Approved:			
Type of Service	Amount of Service	Quantity of Service	Total
CCTV Cameras and Services	\$3,000.00	25	\$ 75,000.00
	Total Contractual Services		\$ 75,000.00
Approval Budget: This grant applications has been reviewed and approved by the MOHS Executive Review Committee			
Contractual Services Approved:	\$75,000.00	Commodities/Supplies Approved:	\$0.00
Equipment List Approved:	\$0.00	Other Expenses Approved:	\$0.00
Total Grant Award:			\$75,000.00
EHP Needed:	EHP Required		
Director Comments:			
All Equipment and Commodities need to be ordered, purchased and reimbursed within the FY25 grant year. Extensions will be limited. If funds have not been expended by 3rd Quarter, funds can be reallocated to other projects. Items provided in these grant amounts were awarded by the Executive Committee and are not allowed to be modified or revised at time of award. Modifications during FY25 will be limited.			
An EHP will be required with this project and must be completed to the MOHS by the end of the 1st Quarter. All information and intelligence are required to be submitted to the MS Fusion Center and all systems must be accessible to the MS Fusion Center.			

MISSISSIPPI OFFICE HOMELAND SECURITY GRANT AGREEMENT OF UNDERSTANDING AND COMPLIANCES

This Grant Agreement (GA) is made and entered into by and between the State of Mississippi by and through the Mississippi Department of Public Safety and the Mississippi Office of Homeland Security, hereto referred to as State, and governmental unit or agency named in this Agreement, hereinafter referred to as Sub-Recipient.

Section 2002 of the Homeland Security Act of 2023 and the Department of Homeland Security Appropriation Act, 2021, as amended, provides federal funds to the State for approved homeland security projects for the purpose of enhancing, the ability of state, local, tribal, and territorial governments, as well as non-profits, to prevent, protect against, respond to, and recover from terrorist attacks, and

The State may make said funds available to state, local, tribal, and territorial governments, as well as non-profits entities upon application and approval from the State and Homeland Security. The Sub-Recipient must comply with all requirements listed herein, to be eligible for federal funds in approved homeland security projects, and

Now, therefore in consideration of mutual promises and other consideration, the parties agree as follows:

Federal Terms and Conditions:

Terms and conditions pertain not only to Recipients, but grant funded Sub-Recipients, as well. The following list of terms and conditions should be reviewed and followed. Terms and Conditions listed below are applicable, as of the time of the Application. Each Sub-Recipient will abide by the latest federal terms and conditions, as published by FEMA.

The Fiscal Year (FY) 2025 Department of Homeland Security (DHS) Standard Terms and Conditions apply to all new federal awards of federal financial assistance (federal awards) for which the federal award date occurs in FY 2025 and flow down to subrecipients unless a term or condition specifically indicates otherwise. For federal continuation awards made in subsequent FYs, the FY 2025 DHS Standard Terms and Conditions apply unless otherwise specified in the terms and conditions of the continuation awards. The United States has the right to seek judicial enforcement of these terms and conditions.

All legislation and digital resources are referenced with no digital links. These FY 2025 DHS Standard Terms and Conditions are maintained on the DHS website at <https://www.dhs.gov/publication/dhs-standard-terms-and-conditions>.

A. Assurance, Administrative Requirements, Cost Principles, Representations, and Certifications

- I. Recipients must complete either the Office of Management and Budget (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 (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances, as instructed.

B. General Acknowledgements and Assurances Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. § 3002.10.

All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R.

§ 200.337.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations.

- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference.
- V. Recipients must complete DHS Form 3095 within 60 days of receipt of the Notice of Award for the first award under which this term applies. For further instructions and to access the form, please visit: <https://www.dhs.gov/civil-rightsresources-recipients-dhs-financial-assistance>.

C. Standard Terms & Conditions

- I. Acknowledgement of Federal Funding from DHS
Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.
- II. Activities Conducted Abroad
Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.
- III. Age Discrimination Act of 1975
Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (codified as amended at Title 42, U.S. Code § 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
Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients 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.
- V. Best Practices for Collection and Use of Personally Identifiable Information
 - (1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect.
 - (2) Definition. DHS defines “PII” as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
- VI. CHIPS and Science Act of 2022, Public Law 117-167 CHIPS
 - (1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at

the recipient institution.

- (2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include:
- (a) Award number,
 - (b) Name of PI or Co-PI being reported,
 - (c) Awardee name,
 - (d) Awardee address,
 - (e) AOR name, title, phone, and email address,
 - (f) Indication of the report type:
 - (i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made.
 - (ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment.
 - (iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the *Family Educational Rights in Privacy Act*.

(3) Definitions.

- (a) An “authorized organizational representative (AOR)” is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements.
- (b) “Principal investigators and co-principal investigators” are award personnel supported by a grant, cooperative agreement, or contract under Federal law.
- (c) A “reported individual” refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations.
- (d) “Sex based harassment” means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.
- (e) “Sexual harassment” means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual’s employment, unreasonably interferes with an individual’s work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.

VII. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964*, Pub. L. No. 88-352 (codified as amended at 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. DHS implementing regulations for the Act are found

at 6 C.F.R. Part 21. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

VIII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. No. 90284 (codified as amended at 42 U.S.C. § 3601 *et seq.*) which prohibits recipients 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, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. 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 C.F.R. Part 100, Subpart D.)

IX. 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 honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance;
 - (d) 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
 - (e) 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) The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award 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.

- X. Copyright
Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.
- XI. Debarment and Suspension
Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
- XII. Drug-Free Workplace Regulations
Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the *Drug-Free Workplace Act of 1988* (41 U.S.C. §§ 8101-8106).
- XIII. Duplicative Costs
Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. See 2 C.F.R. § 200.403(f).
However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.
- XIV. Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX
Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 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. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.
- XV. Energy Policy and Conservation Act
Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
- XVI. Equal Treatment of Faith-Based Organizations
It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries.

Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XVII. Anti-Discrimination

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) Discriminatory prohibited boycott means refusing to deal, cutting commercial relations, or otherwise limiting commercial relations specifically with Israeli companies or with companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of Israel to do business.

(e) 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.

(f) 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) Grant award certification.

(a) 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.

(iii) They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration.

(3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or her designee determines that the recipient has violated any provision of subsection (2).

(4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. §

200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.

XVIII. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the *False Claims Act*, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XIX. 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 A-129.

- XX. Federal Leadership on Reducing Text Messaging While Driving
Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.
- XXI. Fly America Act of 1974
Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: [Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list](https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list)) 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.
- XXII. Hotel and Motel Fire Safety Act of 1990
Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a.
- XXIII. 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.
- XXIV. Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Recipients must comply with Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d *et seq.*) 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-organizationsprovide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.
- XXV. Lobbying Prohibitions
Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient 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 related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

XXVI. National Environmental Policy Act

Recipients must comply with the requirements of the *National Environmental Policy Act of 1969*, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 *et seq.*) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXVII. National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254

- (1) Recipient research institutions (“covered institutions”) must comply with the requirements in NSPM-33 and provisions of Pub. L.117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to:
 - (a) cybersecurity;
 - (b) foreign travel security;
 - (c) research security training; and
 - (d) export control training, as appropriate.
- (2) Definition. “Covered institutions” means recipient research institutions receiving federal Research and Development (R&D) science and engineering support “in excess of \$50 million per year.”

XXVIII. Non-Supplanting Requirement

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

XXIX. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

XXX. Patents and Intellectual Property Rights

Recipients are subject to the *Bayh-Dole Act*, 35 U.S.C. § 200 *et seq.* and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

XXXI. 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.

XXXII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the

Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the *Resource Conservation and Recovery Act* at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. 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.

XXXIII. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals 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.

XXXIV. Reporting Recipient Integrity and Performance Matters

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters in 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

XXXV. 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.

XXXVI. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

- (1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless:
 - (a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
 - (b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
 - (c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.
- (2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

(3) *Waivers*

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

- (a) When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
- (i) applying the domestic content procurement preference would be inconsistent with the public interest;
 - (ii) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - (iii) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.
- (b) A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.
- (c) There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

(4) *Definitions.* The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

XXXVII. SAFECOM

Recipients receiving federal 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. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

XXXVIII. Subrecipient Monitoring and Management

Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.

XXXIX. System for Award Management and Unique Entity Identifier Requirements

Recipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

XL. Termination of a Federal Award

- (1) By DHS. 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.

- (3) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to 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 may terminate the federal award in its entirety.
- (4) 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.
- (5) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344-200.345 after an award is terminated.

XLII. Terrorist Financing

Recipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the Executive Order and laws.

XLIII. Trafficking Victims Protection Act of 2000(TVPA)

Recipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.

XLIV. Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 107-56

Recipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175-175c.

XLV. Use of DHS Seal, Logo and Flags

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

XLVI. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C. § 470141 U.S.C. § 4712.

FEMA Standard Terms and Conditions

FEMA STANDARD TERMS AND CONDITIONS

[<https://www.fema.gov/fact-sheet/fiscal-year-2023-fema-standard-terms-and-conditions>]

FEMA standard terms and conditions are updated each fiscal year (FY). This Fact Sheet displays the FEMA standard terms and conditions for FY. These standard terms and conditions apply to all non-disaster financial assistance awards funded in FY.

1. Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA 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. General guidance for FEMA's EHP process is available on the DHS/FEMA Website [<https://www.fema.gov/grants/guidance-tools/environmental-historic>]. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are 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 orders, regulations, and policies.

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

2. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

3. Acceptance of Post Award Changes

In the event FEMA 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. Please call the FEMA/ GMD Call Center at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

4. Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

5. Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308 [<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/section-200.308>].

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) [<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/section-200.308>] regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition

threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) [<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/section-200.308>] to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) [<https://www.grants.gov/forms/post-award-reporting-forms.html>] you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

6. Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) [<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-C/section-200.211>] requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Mississippi Office of Homeland Security FY25 Terms and Conditions:

Compliance and Regulations:

1. Sub-Recipient must comply with the rules and regulations of 2CFR 200 and all federal, state, and local rules and regulations.
2. Sub-Recipient shall comply with the provisions of the Hatch Act limiting political activities of public employees and 44CFR Part 18, New Restrictions on Lobbying.
3. Sub-Recipient shall comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
4. Sub-Recipients are required to modify their existing incident management and emergency operations plans in accordance with the National Response Plan's coordinating structures, processes, and protocols.
5. Sub-Recipients must fully engage citizens by expanding plans and task force memberships to address citizen participation; awareness and outreach to inform and engage the public; include citizens in training and exercise; and develop or expand programs that integrate citizen/volunteer support for the emergency responder disciplines.
6. The Signatory Authorized Official is responsible for committing to the terms of this Agreement, budgeting local funds to purchase equipment or support jurisdictional exercise, training, and planning efforts for executing this Agreement on behalf of the Sub-Recipient's jurisdiction. The designated representative certifies that he/she has legal signatory authority to receive assistance.
7. The Signatory Authorized Official shall designate a person(s) as the Sub-Recipient Grant Administrator (SGA) for developing and attaching the scope of work, obtaining project approval from respective officials, reporting, submitting applications to Recipient, equipment distribution, training, and obtaining and submitting supporting documentation and requests for reimbursement on behalf of the Sub-Recipient to *Recipient* for repayment.

Grant Funding:

8. Grant funds expended prior to the date of the award letter are not authorized to be reimbursed. No cost or obligation shall be incurred by the Recipient under this Agreement, unless and until the Recipient advises the Sub-Recipient in writing that the Award has been executed and funds are available.
9. Sub-Recipients shall use approved and awarded funds solely for the purpose for which these funds are approved and awarded by the Mississippi Office of Homeland Security. All changes and/or revisions to the program scope of work and/or budget items must be approved in writing by the MOHS.
10. Sub-Recipient shall comply with the cost-sharing requirements of the awarded grant, if applicable.
11. Sub-Recipient shall not enter any contracts or purchase goods from any party and/or vendor which is disbarred or suspended from participating in Federal assistance programs. The sub-recipient shall comply with all applicable provisions of Federal and State laws and regulations regarding procurement of goods and services. It is the responsibility of the awarded agency to follow all local, state and federal procurement.
12. Sub-Recipient shall establish and maintain a proper accounting system to record expenditure of awarded funds in accordance with generally accepted accounting standards and OMB Circulars 2 CFR 200 as applicable and/or as directed by the DPS Authorized Representative and the MOHS.
13. Sub-Recipients shall provide all required financial and program documentation to meet the terms and conditions of receiving Federal and State assistance.
14. The period of performance for this Grant Agreement shall begin on the date of acceptance of the Subrecipient Award execution and shall continue through the period of Subrecipient unless terminated by the MOHS and/or the Department of Public Safety.
15. Sub-Recipient **shall return** to the State, within thirty (30) days of such a request by the DPS/MOHS, any funds which are not supported by audit, Federal and/or State review of documentation by the Sub-Recipient for programs and costs associated with the Award.
16. All radios and radio communications purchased with grant funds should be APCO 25 compliant and follow Project 25 suite of standards for voice and low-moderate speed data interoperability. (If Applicable)
17. Contractual services, internet service, radio service, cellular phone, satellite phone, etc. will be eligible for grant funding for up to **twelve (12) months*** during the awarded period of performance. *Some grant programs may have increased contractual services periods of performance. Ex. SLCGP services, etc.
18. The Sub-Recipient shall develop and improve their capability to combat the effects of a terrorism event. This is accomplished through the purchase of specialized equipment as identified in the published FEMA Authorized Equipment List (AEL) or support of planning, exercises or training activities associated with the prevention, response, or recovery from terrorism incidents. Any equipment not purchased from FEMA AEL or without prior approval will be disallowed.
19. Position descriptions are required for each person being paid with grant funds. Organizational charts identifying grant funded position(s) are also required.
20. The Recipient will not be liable under this Agreement for any amount greater than the award allocated by the FEMA and the Office for Domestic Preparedness to the State for the grant performance period.

21. Reimbursement is contingent upon the funds being expended in accordance with all applicable local and state regulations, as well as Federal regulations, policies, guidelines, and submission for reimbursement made in accordance with the SAA's grant policies and procedures manual.
22. Sub-Recipient's requests for advance of funds to support purchases of equipment or other expenditure must be requested in writing to the MOHS explaining the justification for the request. Reasons, i.e., for the shortage of local funds or items not contained in the current annual jurisdictional budget must be accompanied by supporting documentation.

Equipment/Supplies for Program Activities:

23. Equipment purchased under the terms of this Agreement will be stored, maintained, and used in accordance with the purpose and objectives of this Grant Agreement. Adequate maintenance procedures must be developed to keep the property in good working condition.
24. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.
25. If equipment or an asset is damaged, lost, or stolen, it is the responsibility of the agency to contact the MOHS immediately. If an item is past useful life, and/or in need to disposal or selling, please see instructions on how to sell and/or dispose of equipment, please visit our website at www.homelandsecurity.ms.gov. (Click on the tab Grants /Grant Forms).
26. All equipment awarded in this grant agreement **should be ordered** within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this from being accomplished, the MOHS must be notified as to the reason for the delay and projected purchase date of the equipment.
27. It is mutually agreed and promised that the Sub-Recipient shall immediately notify the MOHS if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such an event, Sub-Recipient further agrees to transfer or otherwise dispose of such equipment, as directed by the MOHS.
28. It is mutually agreed and promised by the Sub-Recipient that no equipment will be conveyed, sold, salvaged, transferred, etc., **without the express written approval** of the MOHS.
29. It is mutually agreed and promised that the Sub-Recipient shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.

Reporting of Program Requirements:

30. Each quarter the SGA will prepare and submit a Quarterly Request for Reimbursement to the MOHS. This request shall contain all appropriate supporting documentation to substantiate expenses made in accordance with all applicable requirements. The MOHS will review the reimbursement package for completeness and process for payment through the Mississippi Accountability System for Government Information and Collaboration (MAGIC), accounting system.
31. Programmatic and Financial Reports: Program Reporting and Financial Reports are due within 15 days after each reporting quarter:

Grant Period	Quarter	Date Report is Due
September 1-November 30	1 st Quarter	December 15
December 1-February 28	2 nd Quarter	March 15
March 1-May 31	3 rd Quarter	June 15
June 1-August 31	4 th Quarter	September 15
Closeout	Closeout	October 15

Non-performance of Grant Activities:

32. Failure by the Sub-Recipient to comply with the terms of this Grant Agreement may result in suspension from the program and loss of any outstanding grant fund allocation balance, as determined by the Recipient.
33. Failure to expend all grant funds awarded (by date stated in the Award Letter) and to comply with Recipient request and guidelines will result in the reallocation of unspent grant funds and the immediate redistribution of all equipment purchased with grant funds.
34. In addition, the failure to maintain adequate response capability (as determined by the MOHS) will also result in the reallocation of grant funds and the immediate redistribution of all equipment purchased with grant funds.
35. The *Recipient* and *Sub-Recipient* agree to carry out the administrative and financial requirements of this Agreement in accordance with the policies and procedures established by FEMA and set forth in other applicable state and federal guides. The Biannual Strategy Implementation Report (BSIR) will update information on obligations, expenditures, and progress made on activities and will include an update of all the information submitted in that report.

Audit Requirements:

36. Law enforcement, state, local, non-profit agencies funded with Federal funds administered by the MOHS for the purpose of grant activity must comply with the following (2 CFR§200.501):
- (a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
- (b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.
- (c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all the Federal awards expended are received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.
- (d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

- (e) *Federally Funded Research and Development Centers (FFRDC)*. Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.
- (f) *Sub-Recipients and Contractors*. An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient, or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.
- (g) *Compliance responsibility for contractors*. In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions follow Federal statutes, regulations, and the terms and conditions of Federal awards.
- (h) *For-profit sub-recipient*. Since this part does not apply to for-profit sub recipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit sub recipients. The agreement with the for-profit sub recipient must describe applicable compliance requirements and the for-profit sub recipient's compliance responsibilities. Methods to ensure compliance with Federal awards made to for-profit sub recipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

Monitoring/Inspection:

- 37. Sub-Recipient shall give the State and Federal agencies designated by the DPS Authorized Representative access to and the right to examine all records and documents related to use of award funds.
- 38. Physical inventory of property and equipment must be completed, and the results reconciled with the MOHS property control, at least once every two years for the used life of the property. All property and equipment acquired with grant funds must be tagged and tracked using an inventory management system.
- 39. 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.

Monitoring:

- 40. Pursuant to Federal guidelines (2 CFR§200.328-329), the State has developed a plan for evaluating all projects. Each Sub-Recipient may be required to have at least one (1) on-site monitoring visits during the grant year. All written documents will be reviewed to determine progress, problems, and reimbursements of the project. The State evaluates all subrecipient's risk of noncompliance with Federal statutes, regulations and the terms and conditions of the sub-award for the purpose of determining the appropriate level of sub- recipient monitoring.
- 41. Management will evaluate audit findings, questioned costs and corrective action plans. The issuance of a written decision will be issued to the Sub-Recipient, which will entail whether or not the audit finding is

sustained; the reasons for the decision; the expected action of the Sub-Recipient to repay any disallowed costs, make financial adjustments or take other actions; the reference number(s) the auditor assigned to each audit finding; and a description of any appeal process available to the Sub-Recipient regarding the management decision, as required by 2 CFR 200.521. If the Sub-Recipient has not completed corrective action, a follow-up timetable will be given.

42. The MOHS will contact Sub-Recipient(s) for additional information as needed and determines course of action for federal program audit findings, financial statement audit findings, negative disclosures (such as financial capacity concerns) and schedule of expenditures of federal awards deficiencies. Depending on the issue or combination of issues, procedures may be modified to ensure efficient and effective resolution. Updates the status of each audit review until all follow-up actions are completed and the file is closed.

Intelligence Sharing:

43. Sub-Recipients will provide available intelligence to the Mississippi Office of Homeland Security and the Mississippi Analysis and Information Center (MSAIC). Intelligence should be shared between local, state, tribal, territorial, and federal agencies with the focus on homeland security matters.
44. Any agency or organization that accepts Homeland Security Grant Funding (HSGP) from MOHS agrees to share threat data with MOHS and MSAIC for use in Threat Analysis Reporting. This includes routine reporting designated by the MS Information Liaison Officer (MILO) Program Coordinator and situational reporting for events that have a Terrorism/Critical Infrastructure/Gangs nexus.
45. Usage of Homeland Security Grant Program (HSGP) Funding for the purchase of License Plate Reader (LPRs) must allow access to the data of equipment in question by request from MOHS agents or MSAIC analysts and be sharable to other members of the agency's regional fusion center (if applicable).

Other Provisions:

46. This agreement is not intended to conflict with current laws or regulations of Mississippi or your jurisdiction. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
47. Sub-Recipient is required to ensure that grant monies are used to support all Emergency Service-related agencies and departments, specifically law enforcement, fire, and rescue. Senior officials of these agencies must sign this agreement and familiarize themselves with the rules and regulations governing each grant program. They are encouraged to work together in determining and prioritizing their needs and requirements prior to submitting their plan.
48. All final requests for reimbursement, performance reports and closeout documents must be received in the Mississippi Office of Homeland Security within forty-five (45) days of completion of the project.
49. Sub-Recipient delinquent in submitting reimbursements, quarterly/progress reports, and/or final accomplishment reports, or incomplete progress reports that lack sufficient detail of progress during the period of performance, may be subject to having submitted reimbursement requests delayed, pending additional justification. Once completed reports are received, reimbursement requests will be processed.
50. All Sub-Recipients (and or jurisdictions) must also maintain membership in the Emergency Management Assistance Compact (EMAC) to facilitate the mutual aid of capabilities, to be eligible for Department of Homeland Security (DHS) funding and reimbursement of DHS grant funds. (If applicable)

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-RECIPIENTS:

As the Authorized Official for, Bay St. Louis Police Department (Sub-Recipient), I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. I acknowledge by my signature below that I understand that the Grant Agreement is not effective until both parties (MOHS and Authorized Signatory Official) have signed, dated, and fully executed the Grant Agreement.

Therefore, the Agency I represent promises and will comply with all Federal, State and Mississippi Office of Homeland Security Certifications and Assurances and their conditions.

SUB-RECIPIENT:

ATTESTS:

Authorized Signatory Official's Signature:
(Sub-Recipient)

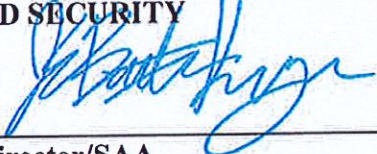
Date:

Authorized Signatory Official's Printed Name:

Organizational Title:

UEI Number: GRTLUN1WFSF9

APPROVED: STATE OF MISSISSIPPI/DEPARTMENT OF PUBLIC SAFETY/MISSISSIPPI OFFICE OF HOMELAND SECURITY

By: 
Executive Director/SAA
Mississippi Office of Homeland Security

Date: 9/11/25

FY25 HSGP Award Appendix Documentation for Award Packet.

Please return the following forms along with the Award Letter and Award Agreement for a complete Award Packet.

If your Agency is awarded a License Plater Reader or any type of equipment that will require a building modification or installation, please include the FY25 Environmental Historic Preservation Screening Form.

If your Agency is awarded a License Plate Reader, please also include the Intel MOU Form and LPR MOU Form.

Grant Agreement Certifications

Below please assign **three (3) separate people** to hold the following responsibilities: Sub-Recipient Grant Administrator, Financial Officer, and the Grant Authorized Signatory Official. The Sub-Recipient Administrator will be responsible for the day-to-day activities, correspondence, and management of the grant program. The Financial Officer is responsible for the payment, purchasing and gathering of all financial information and back up documentation. The Grant Authorized Signatory Official is the overall head of the agency that holds the full responsibility of the program to remain in state and federal compliances.

Staff that may be funded cannot be an authorized official on the grant without the written approval of the Executive Director.

Agency Name: _____ Grant Number: _____

Agency Address: _____

Agency Phone Number: _____ Agency Fax Number: _____

Sub-Recipient Grant Administrator (SGA) Certification

I certify that I understand and agree to comply with the general and fiscal provisions of this grant agreement including all terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with the awarded agency. I am duly authorized by the Sub-Recipient to perform the tasks of the Sub-Recipient Grant Administrator (SGA), as they relate to the requirements of this Grant Agreement; costs incurred prior to Grantee approval may result in the expenditures being absorbed by the Sub-Recipient; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: _____ Title: _____
(Designated Sub-Recipient Grant Administrator)

Phone Number: _____

Email Address: _____

Signature of Sub-Recipient Grant Administrator: _____

Financial Officer Certification

I certify that I understand and agree to comply with the general and fiscal provisions of this grant agreement including all terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with the awarded agency. I am duly authorized by the Sub-Recipient to perform the tasks of the Financial Officer, as they relate to the requirements of this Grant Agreement; costs incurred prior to Grantee approval may result in the expenditures being absorbed by the Sub-Recipient; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: _____ **Title:** _____
(Sub-Recipient Financial Officer)

Phone Number: _____

Email Address: _____

Signature of Sub-Recipient Financial Officer: _____

Authorized Signatory Official Certification

I certify that I understand and agree to comply with the general and fiscal provisions of this grant agreement including all terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with the awarded agency. I am duly authorized by the Sub-Recipient to perform the tasks of the Grant Authorized Signatory Official, as they relate to the requirements of this Grant Agreement; costs incurred prior to Grantee approval may result in the expenditures being absorbed by the Sub-Recipient; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: _____ **Title:** _____
(Grant Authorized Signatory Official)

Phone Number: _____

Email Address: _____

Signature of Authorized Signatory Official: _____

Grant Agreement-Scope of Work

Please provide a detailed description of work and grant activities that the awarded jurisdiction will take part in with the use of grant funds. Please include how the grant funds, equipment, supplies, etc. will be used to prevent and protect against terrorist activities.

Federal Funding Accountability and Transparency Act (FFATA) Compliance Form
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To comply with the Federal Funding Accountability and Transparency Act (FFATA), the MOHS must report award information for all sub-recipients of federal awards as directed. Information provided will be made publicly available on USA Spending <http://www.usaspending.gov/> per the Transparency Act requirement.

Section 1: Award Information:

Agency Name	
City	
Zip Code +4 Digits (Required)	
Unique Entity Identification (UEI) #	
Amount of Award:	

Section 2: Compensation Information: Answer only if award is \$30,000.00 or more in federal funds)

1. More than 80% of the Agency organization’s annual gross revenue is federal funds.
 Yes (If yes, proceed to Question 2)
 No (If No, stop, proceed to Section 3)

2. Federal Revenue exceeds twenty-five (25) million dollars.
 Yes (If yes, proceed to Question 3)
 No (If no, stop, proceed to Section 3)

3. Compensation information is not publicly available via federal tax filings, Securities and Exchange Commission (SEC) reporting, or any other source. (If other, please indicate: _____)
 Yes (If yes, proceed to Table)
 No (If no, stop, proceed to Section 3)

Names and Salary of Organizations Top Five (5) Executives (By Salary)

	First and Last Name	Title	Annual Salary
1.			
2.			
3.			
4.			
5.			

Section 3: Certification of Information:

I certify that the above information is true and accurate.

Authorized Signatory Official (Signature) Date

Authorized Signatory Official (Printed Name) Title

**Mississippi Accountability System for Government Information and
Collaboration (MAGIC)
Financial Form**

To help the Mississippi Office of Homeland Security process advance or reimbursement funding smoothly and without delays, please submit the following information and documents. Once received, the grant funding will be prepared for disbursement based on the materials provided.

Document to Provide MOHS:

- W-9 Form:

<u>MAGIC Agency Contact Information</u>	
Agency Name:	
MAGIC Grant Identification Number:	
MAGIC Grantee Contact:	
MAGIC Grantee Address:	
MAGIC Contact Email Address:	
When processed, where will funding be sent? Ex. City/Town; Board of Supervisors, Police Dept. EMA Dept., School District	
Unique Entity Identification Number (UEI):	
UEI Expiration Date :	

I certify that the above information is true and accurate.

Authorized Signatory Official (Signature)

Date

Authorized Signatory Official (Printed Name)

Title

**Mississippi Office of Homeland Security
FEMA Non-Disaster Reimbursement Request**

Per FEMA guidance within the FEMA Notice of Funding Documents for Non-Disaster Grants, each reimbursement request to FEMA must ensure the following information for Sub-Recipient Funding Requests.

Agency Name: _____

1. Is Funding Directly or Indirectly to Sub-Recipient?	
<input checked="" type="checkbox"/> Directly to the Sub-Recipient	<input type="checkbox"/> Indirectly to the Sub-Recipient
2. Please provide in the space below, the Mission Statement of the Agency.	
3. Does the Sub-Recipient's work or mission involve supporting aliens, regardless of whether FEMA funds support such activities?	
<input type="checkbox"/> Yes. Agency's work or mission will involve supporting aliens.	<input type="checkbox"/> No. Agency's work or mission will not involve supporting aliens.
4. Will any payment request to the Sub-Recipient include an activity involving support for aliens?	
<input type="checkbox"/> Yes. Agency's payment request will include activities that involve supporting aliens.	<input type="checkbox"/> No. Agency's payment request will not include activities that involve supporting aliens.
5. Does the Sub-Recipient have and follow any Diversity, Equity and Inclusion (DEI) practices?	
<input type="checkbox"/> Yes. Agency has and follows DEI practices.	<input type="checkbox"/> No. Agency does not have nor follows DEI practices.
6. Are any foreign nationals or noncitizens employed by the Sub-Recipient agency in roles that involve managing program requirements, processing reimbursements or advances, or performing any activities related to this grant program?	
<input type="checkbox"/> Yes. Agency has foreign nationals or noncitizens employed within the agency that perform grant-related activities. If so, please provide a short bio or resume for all individuals.	<input type="checkbox"/> No. Agency does not have foreign nationals or noncitizens employed within the agency that perform grant-related activities.

I certify that the above information is true and accurate.

Authorized Signatory Official (Signature)

Date

Authorized Signatory Official (Printed Name)

Title