



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

MISSISSIPPI OFFICE OF HOMELAND SECURITY STATE AND LOCAL CYBERSECURITY GRANT PROGRAM SUB-RECIPIENT GRANT AWARD

Sub-Recipient Name: Tupelo, City of

Project Title: FY24 State and Local Cyber Security Grant Program-Grant Awards

Grant Period: 6/15/2026-12/12/2029

Date of Award: 6/15/2026

Total Amount of Award: \$105,696.00

Grant Number: 24CS366

Total State Share (Match): \$45,298.29

Total Grant Amount Federal + Match: \$150,994.29

In accordance with the provisions of Federal Fiscal Year 2024 FEMA State and Local Cybersecurity 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 97.137 and MOHS federal grant number is EMW-2024-CY-05009. 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 **July 31, 2026**. 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, State and Local Cybersecurity 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



Signature of MOHS Executive Director/SAA

MISSISSIPPI OFFICE OF HOMELAND SECURITY



STATE AND LOCAL CYBERSECURITY GRANT PROGRAM GRANT AGREEMENT AND AWARD PACKET

STATE AND LOCAL CYBERSECURITY GRANT PROGRAM PROJECT DESCRIPTION

The purpose of the State and Local Cybersecurity Grant Program (SLCGP) is to assist state, local, and territorial (SLT) governments with managing and reducing systemic cyber risk. Through funding from the Infrastructure Investment and Jobs Act, also known as the Bipartisan Infrastructure Law, the SLCGP enables DHS to make targeted cybersecurity investments in SLT government agencies, thus improving the security of critical infrastructure and improving the resilience of the services SLT governments provide their community.

STATE AND LOCAL CYBERSECURITY GRANT PROGRAM GOALS AND OBJECTIVES

GOAL: Demonstrate how the projects address the capability gaps identified in their Cybersecurity Plan or other relevant documentation or sustain existing capabilities per the CISA-approved Investment Justification

OBJECTIVES:

Objective 1: Develop and establish appropriate governance structures, including developing, implementing, or revising cybersecurity plans, to improve capabilities to respond to cybersecurity incidents and ensure continuity of operations.

Objective 2: Understand their current cybersecurity posture and areas for improvement based on continuous testing, evaluation, and structured assessments.

Objective 3: Implement security protections commensurate with risk.

Objective 4: Ensure organization personnel are appropriately trained in cybersecurity, commensurate with responsibility.

PROGRAM MILESTONE SCHEDULE

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 **July 31, 2026**.
- 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 **July 31, 2026**, 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.

PROGRAM MILESTONE SCHEDULE

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.

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.

MISSISSIPPI OFFICE OF HOMELAND SECURITY GRANT AGREEMENT

Sub-Recipient's Name: Tupelo, City of Mailing Address: 71 East Troy Street Tupelo, MS 38804 Telephone Number: (662) 841-6565 Email Address: abby.christian@tupeloms.gov	Effective Date of Grant: June 15, 2026 Sub-Recipient Grant Number: 24CS366 Grant Identifier (Funding Source & Year): EMW-2024-CY-05009 Period of Performance: Start and End Dates: June 15, 2026 -December 12, 2029 Subgrant Payment Method: ☒ Cost Reimbursement Method
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CFDA # - 97.137- State and Local Cybersecurity Grant Program	UEI #-DK9PFM6XSDR7	Congressional District: 1st
FAIN #: 646000779	Initial Federal Award Date: December 13, 2024	Federal Awarding Agency: Homeland Security (800)368-6498
Research and Development Grant: ___ Yes ___ ☒ No	Indirect Cost Rate Charged: \$0.00	

The following grant funds are obligated:					
Cost Summary		Source of Funds		Match	Ratio %
Contractual Services	\$11,696.00	Federal	\$105,696.00	\$0.00	70%
Equipment	\$92,000.00	State	\$45,298.29	\$0.00	0%
Training	\$0.00	Local	\$0.00	\$0.00	0%
Other	\$2,000.00	Other	\$0.00	\$0.00	0%
Total	\$105,696.00	Total:	\$150,994.29	\$0.00	100%

Total of All Federal Grants Through MOHS to Agency:			
Number of Grants:	FY23	FY24	FY25
	0	0	0
Total Award Funding of Grants:	\$0.00	\$0.00	\$0.00

The Sub-Recipient agrees to operate the program described in this Grant Agreement in full accordance with all provisions contained herein. The following sections are attached to and incorporated into this Agreement: the Final Approved Agreement, including the Sub-Recipient Signature Sheet; Project Description; Goals and Objectives; Implementation Schedule; Cost Summary Support Sheet; Agreement of Understanding and Compliances; and all required supporting documentation. All policies, terms, conditions, and provisions contained in the funding guidelines, the Grant Agreement, and the Agreement of Understanding—each of which has been provided to the Sub-Recipient—are hereby incorporated by reference. The Sub-Recipient agrees to fully comply with all such requirements.

Approval from Grantee: Signature  Name: James Brinson Title: MOHS Executive Director/SAA Date 6/19/26	Approval from Sub-Recipient: Signature Name: Title: Authorized Signatory Official Date
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State and Local Cybersecurity Grant Program (SLCGP)				
Executive Committee Grant Review and Grant Award Amounts				
Agency Name:	Tupelo, City of			
Grant Funding Year:	FY24 State and Local Cybersecurity			
Grant Number:	24CS366			
Cybersecurity Contractual Services Approved:				
Description of Contractual Service:	Contractual Service Costs	Quantity of Service	Total	
Support Contract for Managed Services	\$731.00	16	\$11,696.00	
Total Contractual Service Costs		\$11,696.00		
Cybersecurity Equipment Approved:				
FEMA AEL Number:	Description of Equipment:	Item Cost:	Quantity	Total:
04HW-03-NETD	Deployable Networking	\$8,000.00	3	\$24,000.00
05NP-00-FWAL	Firewall	\$14,000.00	1	\$14,000.00
04HW-03-NETD	Deployable Networking	\$3,000.00	1	\$3,000.00
04HW-03-NETD	Uninterruptible Power Supply	\$6,000.00	1	\$6,000.00
04HW-03-NETD	Fiber Loop Equipment	\$3,000.00	15	\$45,000.00
Total Equipment Cost:			\$92,000.00	
Other Cybersecurity Expenses:				
Item Type	Item Cost	Item Quantity	Total:	
Cabinet Enclosure for Equipment	\$2,000.00	1	\$2,000.00	
Total Other Cybersecurity Cost:			\$2,000.00	
Approval Budget: This grant application has been reviewed and approved by the MOHS Executive Review Committee for all costs and items listed above.				
Approved Award Categories		Federal Award	State Match	Federal Award + Match
Total Cybersecurity Contractual Services Approved:		\$11,696.00	\$5,012.57	\$16,708.57
Total Cybersecurity Equipment Approved:		\$92,000.00	\$39,428.57	\$131,428.57
Total Cybersecurity Training/Workforce Development Approved:		\$0.00	\$0.00	\$0.00
Total Other Cybersecurity Expenses Approved:		\$2,000.00	\$857.14	\$2,857.14
Total Grant Award:		\$105,696.00	\$45,298.29	\$150,994.29
EHP Needed:	EHP is Required			
Match Requirement:	As a condition of the FY24 SLCGP Grant, a 30% match is required based on the total amount of grant funds awarded. The funding amount shown above reflects the portion of grant funds awarded to the sub-recipient for eligible grant activities. The Mississippi Office of Homeland Security (MOHS) will provide the required match on behalf of all sub-recipients. MOHS will be responsible for documenting and tracking the match in accordance with grant requirements. Subrecipients are not required to provide or track the match themselves.			
All Equipment and Commodities need to be ordered, purchased and reimbursed within the grant period of performance. Extensions will not be available with current grant funds. 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 will be limited.				

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:

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.

Introduction:

This section provides the policy for the Department of Homeland Security (DHS) Standard Terms and Conditions. These DHS Standard Terms and Conditions are referenced in the Notice of Award which includes all terms and conditions of a specific award. The Notice of Funding Opportunity (NOFO) for each DHS program describes program requirements and may include program specific terms and conditions.

Revisions from the previous DHS Standard Terms and Conditions dated April 18, 2025, are due to changes in statutes, regulations, and executive orders. The following terms are added for Fiscal Year (FY) 2026: a. American Security Drone Act of 2023. b. Executive Order 14332, Improving Oversight of Federal Grantmaking

The following terms are updated:

- a. Communication and Cooperation with the Department of Homeland Security and Immigration Officials.
- b. Termination of a Federal Award.
- c. National Environmental Policy Act (NEPA) of 1969.

The following terms are removed:

- a. Civil Rights Civil Liberties (CRCL) Evaluation Tool.
- b. Limited English Proficiency (Civil Rights Act of 1964, Title VI).

Future revisions will be captured in a summary of changes within this policy section.

These DHS Standard Terms and Conditions are effective April 16, 2026. This section will be updated, as necessary to comply with the statutes, regulations in Title 2 Code of Federal Regulations (C.F.R.), agency regulations, executive orders, and DHS policy.

Responsibilities:

All recipients, including pass-through entities and their subrecipients, are responsible for complying with the DHS Standard Terms and Conditions.

Policy:

The 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 2026, and flow down to subrecipients unless a term or condition specifically indicates otherwise. For Federal continuation awards made in subsequent Fiscal Years (FYs), the current 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.

These FY 2026 DHS Standard Terms and Conditions are also maintained on the DHS website at <https://www.dhs.gov/publication/dhs-standard-terms-and-conditions>

1. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

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.

2. General Acknowledgements and Assurances

a. 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.

b. 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.

1) Recipients must cooperate with any DHS compliance reviews or compliance investigations.

2) 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.

3) Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4) 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.

3. Standard Terms and Conditions**3-1. Laws and Regulations**

Laws and Regulations	Terms and Conditions	Authorities
Age Discrimination Act of 1975	Recipients must comply with the Age Discrimination Act of 1975, Public Law 94-135 (codified as amended at Title 42, U.S. Code § 6101 et seq.), which prohibits recipients from discriminating on the basis of age in any program or activity receiving federal financial assistance.	Public Law 94-135 (codified as amended at Title 42, U.S. Code § 6101 et seq.)
American Security Drone Act of 2023	Recipients must comply with the American Security Drone Act of 2023, of the National Defense	41 U.S.C. § 3901 note prec.

	Authorization Act for Fiscal Year 2024, Pub. L. 118-31 (41 U.S.C. § 3901 note prec.), which prohibits the procurement and operation of covered unmanned aircraft systems manufactured or assembled by covered foreign entities.	
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. 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.	Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213)
Civil Rights Act of 1964 – Title VI	Recipients must comply with the Civil Rights Act of 1964, 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 are in 6 C.F.R. Part 21. The Federal Emergency Management Agency’s (FEMA) implementing regulations are in 44 C.F.R. Part 7.	Pub. L. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq. 6 C.F.R. Part 21. 44 C.F.R. Part 7.
Civil Rights Act of 1968 – Title VIII	Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284 (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.	Pub. L. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) 24 C.F.R. Part 100 24 C.F.R. Part 100, Subpart D.
Communication and Cooperation with the Department of Homeland Security and Immigration Officials	(1) The Department of Homeland Security will analyze whether the conditions in this section will be applied to any grant program in a way that is consistent with the specific statutes that apply to each grant program because the purpose of each grant program has a nexus to immigration activities, law enforcement, or national security, including	8 U.S.C. §§ 1373 and 1644 8 U.S.C. § 1324 28 U.S.C. § 1746

preventing and responding to acts of terrorism and extremism, and DHS may tailor the conditions in this section to a specific grant program. DHS will clarify in the grant documents whether and how the terms in this section apply to each grant.

(2) Where applicable, recipients and subrecipients of funds under an award must agree that they will comply with the following requirements related to coordination and cooperation with DHS 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. (3) 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. (4) 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.	
CHIPS and Science Act of 2022	(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 (PI) or co-investigators (Co-PI) 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 that 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	Pub. L. 117-167

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.

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.	17 U.S.C. §§ 401 or 402 2 C.F.R. § 200.315
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.	2 C.F.R. Part 3000 Executive Orders 12549 and 12689
Drug Free Workplace Act of 1988	Recipients must comply with the Drug-Free Workplace Act of 1988 and 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 of the Drug-Free Workplace Act of 1988.	41 U.S.C. §§ 8101-8106 2 C.F.R. Part 3001 2 C.F.R. Part 182
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. 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.	2 C.F.R. § 200.403(f)
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. 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. FEMA's implementing regulations are in 44 C.F.R. Part 19.	Pub. L. 92-318 (codified as amended at 20 U.S.C. § 1681 et. Seq.) 6 C.F.R. Part 17. 44 C.F.R. Part 19

Energy Policy and Conservation Act of 1975	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 policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act of 1975.	Pub. L. 94-163 (codified as amended at 42 U.S.C. § 6201 et seq.)
Equal Treatment of Faith-Based Organizations	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. 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.	6 C.F.R. Part 19
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 prohibits the submission of false or fraudulent claims for payment to the Federal Government and details the administrative remedies for false claims and statements made.	31 U.S.C. §§ 3729-3733 31 U.S.C. §§ 3801-3812
Federal Anti-Discrimination Laws Material to the Government's Payment Decisions Under the False Claims Act	Recipients must agree that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. § 3729(b)(4) (Definition of "material"). (1) Definitions. As used in this term – (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. (d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin. (e) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States. (2) Grant award certification.	31 U.S.C. § 3729(b)(4) 8 U.S.C. § 1101(a)(3) 2 C.F.R. § 200.346 Executive Order 14190

	(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, 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 the Secretary's 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.	
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.	OMB Circular A-129
Fly America Act	Recipients must comply with Preference for U.S. Flag Air Carriers (Certificated Air Carriers List US Department of Transportation) 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.	49 U.S.C. § 40118 Amendment to Comptroller General Decision B-138942
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

John S. McCain National Defense Authorization Act of Fiscal Year 2019	Recipients, subrecipients, and their contractors and subcontractors are prohibited from obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200.	Pub. L. 115-232 (2018) 2 C.F.R. §§ 200.216, 200.327, 200.471 Appendix II to 2 C.F.R. Part 200
Lobbying Prohibitions	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. Recipients must file a lobbying certification form found on Grants.gov Lobbying Form as described in Appendix A to 6 C.F.R. Part 9, and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 found on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).	31 U.S.C. § 1352 6 C.F.R. Part 9 Appendix A to 6 C.F.R. Part 9 Appendix B to 6 C.F.R. Part 9
National Environmental Policy Act	Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA).	Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.)
National Security Presidential Memorandum-33 (NSPM-33) and Provisions of the Science and CHIPS Act of 2022	(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.”	Pub. L. 117-167, Section 10254 (codified at 42 U.S.C. § 18951)

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.	35 U.S.C. § 200 et seq. 37 C.F.R. § 401.14
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. 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.	Pub. L. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) 40 C.F.R. Part 247 2 C.F.R. § 200.323
Rehabilitation Act of 1973	Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 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.	Pub. L. 93-112 (codified as amended at 29 U.S.C. § 794)
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.	2 C.F.R. Part 200, Appendix XII
Reporting Subawards and Executive Compensation	For federal awards that total or exceed \$30,000, recipients are required to comply with 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.	2 C.F.R. Part 170, Appendix A

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:

2 CFR Part 184

	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%. 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.	
Subrecipient Monitoring and Management	Pass-through entities must comply with the requirements for subrecipient monitoring and management.	2 C.F.R. §§ 200.331-333
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.	2 C.F.R. Part 25, Appendix A
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;	Pub. L. 117-167 Pub. L. 117-58, Division F

	(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; (c) Pursuant to the terms and conditions of the federal award; or (d) For convenience, pursuant to Executive Order 14332, Improving Oversight of Federal Grantmaking, including when the award no longer advances agency priorities or the national interest, but subject to appropriate exceptions, including agreements entered into in furtherance of international trade agreements or those awarded by the Department of Commerce under title XCIX of the William M. (Mac) Thornberry National Defense Authorization Act for Fiscal Year 2021 (Public Law 116-283), the CHIPS and Science Act of 2022 (Public Law 117-167), or Division F of the Infrastructure Investment and Jobs Act (Public Law 117-58). (2) 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. (3) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination. (4) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344-200.345 after an award is terminated.	Executive Order 14332
Trafficking Victims Protection Act of 2000	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. 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.	Pub. L. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104) 2 C.F.R. § 175.105

Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT Act of 2001)	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	Pub. L. 107-56 18 U.S.C. §§ 175-175c
Whistleblower Protection Act	Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 4701 and 41 U.S.C. § 4712.	10 U.S.C § 4701 41 U.S.C. § 4712

3-2. Executive Orders

Executive Order	Terms and Conditions
All Executive Orders Related to Grants	Presidential Executive Orders. Recipients must comply with the requirements and actions of Presidential executive orders related to grants (also known as federal assistance and financial assistance), including those published after the date of this publication, the full text of which are incorporated by reference.
Executive Order 14332, Improving Oversight of Federal Grantmaking	Draw Down of Funds. Recipients are prohibited from directly drawing down general grant funds for specific projects without the affirmative authorization of DHS. Recipients must provide written payment justification, with specificity, for requests for each drawdown.
Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving	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.
Executive Order 13224, Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism	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.

3-3. DHS Policy

DHS Policy	Terms and Conditions
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.

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.
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.
Non-Supplanting Requirements	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.
Notice of Funding Opportunity (NOFO) Requirements	All the instructions, guidance, limitations, scope of work, and other conditions set forth in the 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.
SAFECOM	Recipients receiving federal awards made under DHS 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.
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.

FEMA Standard Terms and Conditions

FEMA STANDARD TERMS AND CONDITIONS

<https://www.fema.gov/fact-sheet/fiscal-year-2025-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 could impact the environment 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; Endangered Species Act; National Historic Preservation Act of 1966, as amended; Clean Water Act; Clean Air Act; National Flood Insurance Program regulations; and any other applicable laws, regulations and executive orders. General guidance for FEMA's EHP process is available on the [FEMA Website](#). Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact their grant program officer to be put into contact with EHP staff responsible for assisting their specific grant program. The FEMA 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. DHS/FEMA may also need to perform a project closeout review to ensure the applicant complied with all required EHP conditions identified in the initial review.

If ground disturbing activities occur during construction, the applicant will monitor the 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.

EO 11988, Floodplain Management, and EO 11990, Protection of Wetlands, require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal, and safety considerations. FEMA's regulations at 44 C.F.R. Part 9 implement the EOs and require an eight-step review process if a proposed action is in a floodplain or wetland or has the potential to affect or be affected by a floodplain or wetland.

The regulation also requires that the federal agency provide public notice of the proposed action at the earliest possible time to provide the opportunity for public involvement in the decision-making process (44 C.F.R. § 9.8). Where there is no opportunity to relocate the federal action, FEMA is required to undertake a detailed review to determine what measures can be taken to minimize future damages to the floodplain or wetland.

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 Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, then the acceptance by Tribal Nations, or acquiescence to DHS Standard Terms and Conditions does not change or alter its inapplicability to a Tribal Nation. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribal Nations where it does not already exist.

3. Acceptance of Post Award Changes

Should FEMA determine that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been

made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please email FEMA Grant Management Operations at: ASK-GMD@fema.dhs.gov for any questions.

4. Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the non-state recipient or subrecipient (including subrecipients of a state or Tribal Nation), must request instructions from FEMA to make proper disposition of the equipment pursuant to [2 C.F.R. section 200.313\(e\)](#). State recipients must follow the disposition requirements in accordance with state laws and procedures. [2 C.F.R. section 200.313\(b\)](#). Tribal Nations must follow the disposition requirements in accordance with tribal laws and procedures noted in [2 C.F.R. section 200.313\(b\)](#); and if such laws and procedures do not exist, then Tribal Nations must follow the disposition instructions in [2 C.F.R. section 200.313\(e\)](#).

5. Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, a written request must be submitted and approved by FEMA as required by [2 C.F.R. section 200.308](#).

For purposes of non-construction projects, FEMA is using its discretion to impose an additional restriction under [2 C.F.R. section 200.308\(i\)](#) regarding the transfer of funds among direct cost categories, programs, functions, or activities. For awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000) and where the cumulative amount of such transfers exceeds or is expected to exceed 10% of the total budget FEMA last approved, transferring funds among direct cost categories, programs, functions, or activities is unallowable without prior written approval from FEMA.

For purposes of awards that support both construction and non-construction work, [2 C.F.R. section 200.308\(f\)\(9\)](#) requires the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

Any deviations from a FEMA approved budget must be reported in the first [Federal Financial Report \(SF-425\)](#) that is submitted 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\(b\)\(16\)](#) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for the award is stated in the budget documents or other materials approved by FEMA and included in the award file.

7. Build America, Buy America Act (BABAA) Required Contract Provision & Self-Certification

In addition to the DHS Standard Terms & Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance for programs that are subject to BABAA must include a Buy America preference contract provision as noted in [2 C.F.R. section 184.4](#) and a self-certification as required by the [FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure \(FEMA Interim Policy #207-22-0001\)](#). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABAA.

Mississippi Office of Homeland Security Terms and Conditions:

Compliance and Regulations:

- The Sub-Recipient must comply with **2 CFR 200** and all applicable federal, state, and local laws, regulations, and requirements.
- The Sub-Recipient shall comply with the **Hatch Act**, which restricts political activities of public employees, as well as **44 CFR Part 18, *New Restrictions on Lobbying***.
- The Sub-Recipient shall comply, when applicable, with the labor standards provisions of the **Davis-Bacon Act**.
- The Sub-Recipient is required to update and align its existing incident management and emergency operations plans with the coordinating structures, processes, and protocols outlined in the **National Response Plan**.
- The Sub-Recipient must ensure meaningful citizen engagement by expanding plans and task force memberships to incorporate public participation; conducting awareness and outreach activities; involving citizens in training and exercises; and developing or enhancing programs that integrate citizen and volunteer support into emergency response disciplines.
- The **Signatory Authorized Official (SAO)** is responsible for committing to the terms of this Agreement, allocating local funds for equipment purchases or for supporting jurisdictional exercises, training, and planning activities, and executing this Agreement on behalf of the Sub-Recipient's jurisdiction. By signing, the designated representative certifies that they possess the legal authority to receive assistance.
- The Signatory Authorized Official shall appoint one or more individuals to serve as the **Sub-Recipient Grant Administrator (SGA)**. The SGA is responsible for developing and attaching the scope of work, securing project approvals from appropriate officials, submitting applications to the Recipient, managing equipment distribution and training, preparing required reports, and submitting all supporting documentation and reimbursement requests to the Recipient on behalf of the Sub-Recipient.

Grant Funding:

- Grant funds expended prior to the date of the award letter are not eligible for reimbursement. No costs or obligations may be incurred under this Agreement until the Recipient notifies the Sub-Recipient in writing that the Award has been executed and funds are available.
- Sub-Recipients shall use awarded funds solely for the purposes approved by the Mississippi Office of Homeland Security (MOHS). Any changes or revisions to the scope of work or budget must receive prior written approval from MOHS.
- The Sub-Recipient shall comply with all cost-sharing requirements associated with the awarded grant, if applicable.
- The Sub-Recipient shall not enter contracts or purchase goods from any party or vendor that is debarred or suspended from participation in Federal assistance programs. The Sub-Recipient must comply with all applicable Federal and State procurement laws and regulations and is responsible for adhering to all local, state, and federal procurement requirements.

- The Sub-Recipient shall establish and maintain an accounting system that properly records all expenditures of awarded funds in accordance with generally accepted accounting principles and **2 CFR 200**, or as otherwise directed by the DPS Authorized Representative and MOHS.
- Sub-Recipients shall provide all required financial and program documentation necessary to meet the terms and conditions of receiving Federal and State assistance.
- The period of performance for this Grant Agreement begins on the date the Sub-Recipient accepts the Award and continues through the designated performance period, unless terminated by MOHS and/or the Department of Public Safety.
- The Sub-Recipient shall return to the State, within thirty (30) days of a request from DPS/MOHS, any funds determined to be unsupported by audit findings or Federal/State review of documentation related to the Award.
- All radios and radio communications equipment purchased with grant funds must be **APCO 25 compliant** and adhere to the **Project 25** standards for voice and low-to-moderate speed data interoperability, when applicable.
- Contractual services including internet service, radio service, cellular service, satellite phone service, and similar items, are eligible for grant funding for up to twelve (12) months during the period of performance. Some grant programs may authorize longer periods (e.g., SLCGP).
- The Sub-Recipient shall develop and enhance capabilities to prevent, respond to, and recover from terrorism events. This may include purchasing specialized equipment listed on the FEMA Authorized Equipment List (AEL) or supporting planning, training, and exercise activities related to terrorism preparedness. Equipment not listed on the FEMA AEL or purchased without prior approval will be disallowed.
- Position descriptions are required for all personnel whose salaries are paid with grant funds. Organizational charts identifying grant-funded positions must also be provided.
- The Recipient shall not be liable under this Agreement for any amount exceeding the funds allocated to the State by FEMA and the Office for Domestic Preparedness for the grant performance period.
- Reimbursement is contingent upon expenditures being made in accordance with all applicable local, state, and federal regulations, policies, and guidelines, and upon submission of reimbursement requests consistent with the SAA's grant policies and procedures manual.
- Requests for advance funding to support equipment purchases or other expenditures must be submitted in writing to MOHS with justification. Requests must include documentation supporting the need, such as shortages of local funds or absence of the item in the jurisdiction's current budget.

Equipment/Supplies for Program Activities:

- Equipment purchased under this Agreement must be stored, maintained, and used in accordance with the purpose and objectives of the Grant Agreement. Adequate maintenance procedures must be established to ensure the equipment remains in good working condition.
- Property records must be maintained and must include: a description of the property; serial or identification number; source of the property; title holder; acquisition date; cost; percentage of Federal participation; location, use, and condition; and any disposition information, including disposal date and sale price.

- If equipment or assets are damaged, lost, or stolen, the Sub-Recipient must notify MOHS immediately. For equipment that has reached the end of its useful life or requires disposal or sale, instructions are available at www.homelandsecurity.ms.gov under *Grants* → *Grant Forms*.

- All equipment awarded under this Agreement should be ordered within ninety (90) days of project implementation. If unforeseen circumstances prevent timely ordering, the Sub-Recipient must notify MOHS with an explanation and a projected purchase date.

- The Sub-Recipient shall immediately notify MOHS if any equipment purchased under this project ceases to be used as intended under the project agreement. In such cases, the Sub-Recipient agrees to transfer or dispose of the equipment as directed by MOHS.

- The Sub-Recipient shall not convey, sell, salvage, transfer, or otherwise dispose of any equipment purchased under this Agreement without the express written approval of MOHS.

- The Sub-Recipient shall maintain, or ensure the maintenance of, all equipment purchased under this project for its full useful life.

Reporting on Program Requirements:

- Each quarter, the Sub-Recipient Grant Administrator (SGA) shall prepare and submit a **Quarterly Request for Reimbursement** to the Mississippi Office of Homeland Security (MOHS). The submission must include all required supporting documentation to verify that expenditures were made in compliance with applicable regulations. MOHS will review the reimbursement package for completeness and process payment through the **Mississippi Accountability System for Government Information and Collaboration (MAGIC)**.

- **Programmatic and Financial Reports** are due within **15 days** following the end of each reporting quarter. These reports must be submitted in accordance with MOHS reporting requirements and must accurately reflect program progress, expenditures, and compliance with grant conditions.

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:

- Failure by the Sub-Recipient to comply with the terms of this Grant Agreement may result in suspension from the program and forfeiture of any remaining grant funds, as determined by the Recipient.

- Failure to expend all awarded grant funds by the deadline stated in the Award Letter, or failure to comply with Recipient requests and guidelines, will result in the reallocation of unspent funds and the immediate redistribution of all equipment purchased with grant funds.

- Failure to maintain an adequate response capability, as determined by MOHS, will also result in the reallocation of grant funds and the immediate redistribution of all equipment purchased with grant funds.

- The Recipient and Sub-Recipient agree to fulfill all administrative and financial responsibilities under this Agreement in accordance with FEMA policies and all applicable state and federal guidance. The **Biannual Strategy Implementation Report (BSIR)** shall provide updated information on obligations, expenditures, and progress toward grant activities, and shall include updates to all previously submitted information.

Audit Requirements:

All agencies receiving Federal funds administered by MOHS for grant activities must comply with the audit requirements outlined in **2 CFR §200.501**, including the following:

(a) Audit Requirement. Any non-Federal entity that expends **\$750,000 or more** in Federal awards during its fiscal year must undergo a single audit or program-specific audit for that year, in accordance with this part.

(b) Single Audit. A non-Federal entity that expends **\$750,000 or more** in Federal awards during its fiscal year must have a **single audit** conducted in accordance with §200.514, unless it elects to have a program-specific audit under paragraph (c).

(c) Program-Specific Audit Election. An auditee that expends Federal awards under **only one Federal program** (excluding R&D) and is not otherwise required to undergo a financial statement audit may elect to have a **program-specific audit** conducted under §200.507. A program-specific audit **may not** be elected for R&D unless all Federal awards are from the same Federal agency (or the same agency and pass-through entity) and that agency or pass-through entity approves the election in advance.

(d) Exemption for Entities Expending Less Than \$750,000. A non-Federal entity that expends **less than \$750,000** in Federal awards during its fiscal year is exempt from Federal audit requirements for that year, except as noted in §200.503. However, all records must remain available for review by the Federal agency, pass-through entity, or the Government Accountability Office (GAO).

(e) Federally Funded Research and Development Centers (FFRDCs). Management of an auditee that owns or operates an FFRDC may elect to treat the FFRDC as a separate entity for audit purposes.

(f) Sub-Recipients and Contractors. An auditee may simultaneously be a recipient, sub-recipient, and contractor.

- Federal awards expended as a **recipient or sub-recipient** are subject to audit under this part.
- Payments received as a **contractor** for goods or services are **not** considered Federal awards. Determinations regarding whether an entity is a sub-recipient or contractor must follow §200.330.

(g) Compliance Responsibility for Contractors. In most cases, the auditee's responsibility for contractor compliance is limited to ensuring that procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and award terms. Federal award compliance requirements generally do **not** pass through to contractors. However, if a procurement transaction is structured such that the contractor is responsible for program compliance—or if the contractor's records must be reviewed to determine compliance—the audit must include verification that these transactions comply with Federal requirements, particularly when they relate to a major program.

(h) For-Profit Sub-Recipients. Because this part does not apply to for-profit sub-recipients, the pass-through entity must establish appropriate compliance requirements for them. The agreement with a for-profit sub-recipient must clearly describe applicable compliance obligations. Compliance may be ensured through methods such as pre-award audits, monitoring during the agreement period, and post-award audits, consistent with §200.331.

Monitoring/Inspection:

- The Sub-Recipient shall provide the State and any Federal agencies designated by the DPS Authorized Representative full access to, and the right to examine, all records and documents related to the use of award funds.

- A physical inventory of all property and equipment purchased with grant funds must be conducted at least once every two years for the useful life of the property. Inventory results must be reconciled with MOHS property control records. All grant-funded property must be tagged and tracked through an inventory management system.
- The Sub-Recipient must establish a control system that ensures adequate safeguards to prevent loss, damage, or theft of property. Any such incidents must be investigated.

Monitoring:

- In accordance with Federal guidelines (2 CFR §§200.328–329), the State has established a monitoring plan for evaluating all projects. Each Sub-Recipient may be required to participate in at least one on-site monitoring visit during the grant year. During these visits, all relevant documentation will be reviewed to assess project progress, identify issues, and verify reimbursement activity. The State evaluates each Sub-Recipient's risk of noncompliance with Federal statutes, regulations, and award conditions to determine the appropriate level of monitoring.
- Management will review audit findings, questioned costs, and corrective action plans. A written management decision will be issued to the Sub-Recipient indicating whether each audit finding is sustained, the reasons for the determination, required actions (including repayment of disallowed costs or other corrective measures), the auditor's reference numbers, and any available appeal process, as required by 2 CFR §200.521. If corrective actions remain incomplete, a follow-up timetable will be provided.
- MOHS will contact Sub-Recipients for additional information as needed and will determine the appropriate course of action for federal program audit findings, financial statement audit findings, negative disclosures (such as concerns regarding financial capacity), and deficiencies in the Schedule of Expenditures of Federal Awards. Procedures may be adjusted based on the nature or combination of issues to ensure efficient and effective resolution. MOHS will update the status of each audit review until all follow-up actions are completed and the file is formally closed.

Intelligence Sharing:

- Sub-Recipients shall provide available intelligence to the Mississippi Office of Homeland Security (MOHS) and the Mississippi Analysis and Information Center (MSAIC). Intelligence should be shared among local, state, tribal, territorial, and federal agencies with a focus on homeland security matters.
- Any agency or organization that accepts Homeland Security Grant Program (HSGP) funding from MOHS agrees to share threat data with MOHS and MSAIC for use in Threat Analysis Reporting. This includes routine reporting as directed by the Mississippi Information Liaison Officer (MILO) Program Coordinator, as well as situational reporting for events involving a terrorism, critical infrastructure, or gang-related nexus.
- Agencies using HSGP funds to purchase License Plate Readers (LPRs) must ensure that data collected by the equipment is accessible upon request by MOHS agents or MSAIC analysts and is shareable with other members of the agency's regional fusion center, if applicable.

Other Provisions:

- This Agreement is not intended to conflict with any current laws or regulations of the State of Mississippi or the Sub-Recipient's jurisdiction. If any term of this Agreement is found to be inconsistent with such authority, that term shall be deemed invalid; however, all remaining terms and conditions shall remain in full force and effect.
- The Sub-Recipient must ensure that grant funds support all emergency service-related agencies and departments, including law enforcement, fire, and rescue. Senior officials from these agencies must sign this Agreement and

familiarize themselves with the rules and regulations governing each grant program. Agencies are encouraged to collaborate in identifying and prioritizing needs before submitting their plan.

- All final reimbursement requests, performance reports, and closeout documents must be submitted to MOHS within forty-five (45) days of project completion.

- Sub-Recipients that are delinquent in submitting reimbursement requests, quarterly or progress reports, final accomplishment reports, or that submit incomplete reports lacking sufficient detail may experience delays in reimbursement processing. Reimbursement requests will be processed once complete and accurate reports are received.

- All Sub-Recipients (and/or jurisdictions) must maintain membership in the Emergency Management Assistance Compact (EMAC) to facilitate mutual aid capabilities to remain eligible for Department of Homeland Security (DHS) funding and reimbursement of DHS grant funds, when applicable.

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-RECIPIENTS:

As the Authorized Official for **Tupelo, City of** (Sub-Recipient), I certify by my signature below that I have fully read and understand our duties and responsibilities under this Agreement. I acknowledge that this Grant Agreement does not become effective until it has been signed, dated, and fully executed by both parties—the Mississippi Office of Homeland Security (MOHS) and the Authorized Signatory Official.

By signing below, I affirm that the agency I represent agrees to comply with all Federal, State, and Mississippi Office of Homeland Security certifications, assurances, and associated conditions.

SUB-RECIPIENT:

ATTESTS:

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

Date:

Authorized Signatory Official's Printed Name:

Organizational Title:

UEI Number: _____

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

By: 

Executive Director/SAA
Mississippi Office of Homeland Security

Date: 8/18/26