Mississippi Office of Homeland Security FY24 Sub-Recipient Non-Profit Grant Administrator's Guide



Sub-Recipient's Grant Administrators Guide

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<u>Purpose of the Sub-Recipient Non-Profit Grant Administrator's Guide:</u>

The purpose of the Sub-Recipient Grant Administrator's (SGA) Guide is to establish consistent program and project management procedures for the Sub-Recipients of the Mississippi Office of Homeland Security (MOHS). This guide will enable sub-recipients to manage an awarded homeland security grant and help guide in compliance with U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA) and State regulations. This guide contains information, administrative, and financial procedures and will assist staff and administrators in performing their assigned functions.

This SGA Guide does not, however, specifically address all regulations which must be followed. References to other Federal and State manuals and policies will be included, if applicable. It is the responsibility of the SGA to review and comply with all federal and state regulations. This guide is intended for use by MOHS personnel, department employees, State and local government officials and anyone interested in the procedures which are followed by the MOHS.

This SGA Guide has been developed to provide Homeland Security grant programs with a comprehensive listing of Mississippi and Federal regulations governing the administration of approved homeland security projects. If questions arise, which are not covered by this SGA Guide, the questions should be directed to the Mississippi Office of Homeland Security (MOHS).

This guide is intended as a program guide for use by sub-recipients, and any others interested in procedures in support of the federal grant program administered through the MOHS. This guide should serve as a day-to-day management tool for the Sub-Recipient to administer grant programs funded through the MOHS.

Updating the Sub-Recipients Grant Administrator's Guide:

The MOHS will review this SGA Guide every grant fiscal year to ensure that procedures remain current and accurate. MOHS sub-recipients will be notified of any updates made to the SGA Guide.

Availability of Sub-Recipient Grant Administrator's Guide:

An electronic copy of the SGA Guide will be provided via email to each agency after Grant Orientation. For more information, contact the MOHS office at 601-987-1278 and at mohsgrants@dps.ms.gov.

Laws and Regulations:

Authority:

For a State to receive federal funds under Homeland Security Act, the Governor must establish a Homeland Security Agency that has adequate powers and is suitably and organized to carry out homeland security program to the satisfaction of the U.S. Department of Homeland Security (DHS) and the Federal Emergency Management Agency (FEMA). See Sections 2002 to 2004 of the Homeland Security Act of 2002 (Pub. L. No. 107-296), codified as amended (6 U.S.C. §§ 603-605) and the Department of Homeland Security Appropriations Act, 2021 (Pub. L. No. 116-260).

<u>Uniform Administrative Requirements, Cost Principals, Audit Requirements for Federal Awards (Super Circular): 2CFR Part 200 and 1201</u>: The Super Circular super-cedes 49 CFR Parts 18 and 19 (Common Rule). The Super Circular was adopted by the Department of Homeland Security on December 26, 2014. All grants will follow the requirements in the Supercircular, 2 CFR Parts 200 and 1201.

<u>Internal Management Controls</u>: The MOHS shall have policies and procedures to reasonably ensure that: (a) programs achieve their intended results; (b) resources are consistent with agency mission; (c) programs and resources are protected from waste, fraud, and mismanagement; (d) Federal laws and regulations are followed; (e) reliable and timely information is obtained, maintained, reported and used for decision making; and (f) reasonable measures are taken to safeguard protected personally identifiable information and other information designated as sensitive, see <u>2 CFR Part 200.303</u>.

Other Applicable Office of Management and Budget Circulars: Federal regulations at 2 CFR Parts 200 and 1201 supersede OMB Circulars A-21, A-50, A-87, A-89, A-102, A-110, A-122 and A-133. FEMA recipients are responsible for following all standards in 2 CFR Part 200 as modified by 2 CFR Part 1201.

<u>State Laws and Regulations:</u> The laws and regulations of the State of Mississippi Department of Public Safety policy also govern the Mississippi Office of Homeland Security (MOHS). The Department of Public Safety was enacted and created by Mississippi statutes, *MCA*, *Section 45-1-2*, *et seq*.

The Mississippi Office of Homeland Security was established by Executive Orders Executive Order 872 and repositioned under the authority of the Mississippi Department of Public Safety through Executive Order 916. These orders give the MOHS the authority to monitor and evaluate programs; promote and coordinate homeland security activities; assist in the prevention of terrorist attacks within the State, reduce vulnerability to terrorism and or any disaster that may occur, minimize the damage, and recover from events that do occur.

<u>Organization</u>: The MOHS is located within the Mississippi Department of Public Safety. Homeland Security Programs are assigned to MOHS personnel and various State programs as necessary, may be assigned as required by State statute.

Governor's Homeland Security Representative/State Administering Agent: The Governor of Mississippi names a Homeland Security Advisor and a State Administrating Agent (SAA) for Homeland Security to act as his or her representative for the State's homeland security program.

The Commissioner of the Department of Public Safety makes recommendations to the Governor regarding a selection for the SAA for the Mississippi Office of Homeland Security. The SAA is responsible for signature, authorization and certification of the annual Investment Justification, Threat, and Hazard Identification Risk Assessment (THIRA) and corresponding applications for funding to the Mississippi Office of Homeland Security.

<u>Authority Delegation & Signatory Authority</u>: The MOHS provides SAA authority documentation to FEMA's Region IV office. Authority documents shall be updated periodically to correspond with personnel changes within the MOHS.

<u>NIMS Compliance</u>: The State of Mississippi formally adopted (<u>Executive Order 932</u>) and follows the principles of the National Incident Management System (NIMS) as specific by the U.S. Department of Homeland Security (DHS).

- NIMS provides standards that ensure compatible equipment, training, and procedures for all Mississippi first responders.
- All recipients and sub-recipients will ensure that purchased equipment conforms to NIMS and if said equipment is
 identified in the NIMS Resource Typing Definition that it conforms as defined by Federal Emergency Management
 Agency (FEMA).
- Equipment, communications, and data systems acquired through State/Territorial and local acquisition programs are interoperable.
- Subrecipients must be NIMS compliant and must sign a compliance with the Grant Application. Non-Compliance can result in funds being withheld or reallocated.
- The training received will conform to the NIMS.
- FEMA Incident Management Systems Division publishes a NIMS five-year training plan.
- NIMS Information can be found at: http://www.fema.gov/emergency/nims/

For Non-Profit Grant Sub-recipients, NIMS Compliance is encouraged, but not required, as part of the grant.

MOHS Planning Calendar:

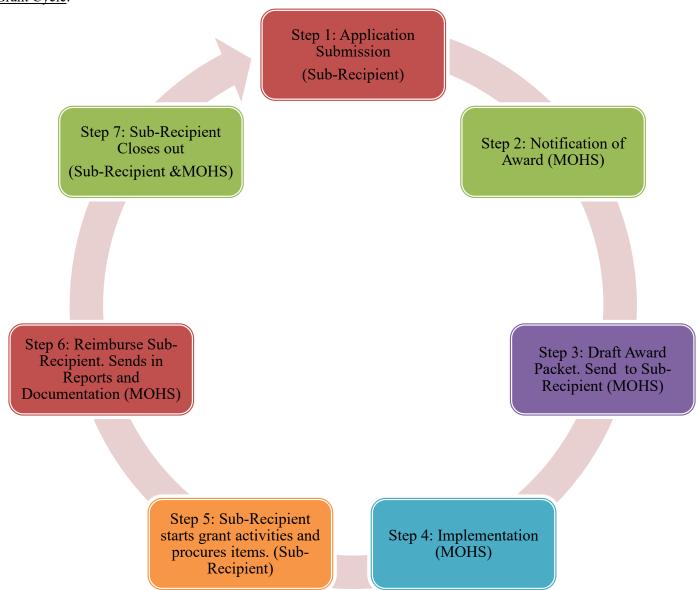
The MOHS Planning Calendar that is provided is a tentative calendar that is updated as needed. The calendar is an ever-evolving document with dates that are added and changed as deadlines, updates and changes become available. MOHS Sub-Recipient Grant Administrators (SGA) will notify sub-recipients of all changes as they become available, so that sub-recipients have time to make scheduling arrangements and make changes in program management.

MOHS 2024 Grant Cycle and Schedule- (Updated Annually)

The Mississippi Office of Homeland Security (MOHS) follows a management process that consists of the following major functions:

- Planning
- Programming
- Implementation
- Monitoring or Review
- Evaluation

Grant Cycle:



2024 Planning Schedule (Updated Annually)

	September				
September 1	New Grant Year Begins				
September 15	4th Quarter Report Due (If Sub-Recipient was funded during previous year).				
	October				
October 1	National Cybersecurity Review Opens (Federal Requirement)				
October 15	Sub-Recipients Grant Closeouts Due (FY23)				
October 15	Deadline for All Award Paperwork to be provided to MOHS Grants Dept.				
	November				
November 30	1st Quarter Ends. Begin Preparation of 1st Quarter Financial and Progress Report				
	December				
December	Strategic Planning Meetings (All Staff)				
December 15	1st Quarter Financial and Progress Reports Due to MOHS				
	January				
January	Strategic Planning Meetings				
	February				
February	Strategic Planning Meetings (All Staff)				
February 1	Notice of Application Released for Upcoming Grant Funding				
February 15	MOHS Homeland Security Grant Program Grant Released				
February 28/29	National Cybersecurity Review Closes (Federal Requirement)				
February 28/29	2nd Quarter Ends. Begin Preparation of 2nd Quarter Financial and Progress Report				
	March				
March	Strategic Planning Meetings (All Staff)				
March 15	2nd Quarter Financial and Progress Reports Due to MOHS				
	April				
April	Strategic Planning Meetings (All Staff)				
April 1	MOHS Grant Applications are Due to mohsgrant@dps.ms.gov				
April 1-30	MOHS-Staff: Application Financial Risk Assessment Review.				
	May				
May	Strategic Planning Meetings (All Staff)				
May 1-May 31	MOHS-Peer Review: Peer Review of Applications				
May 31	3 rd Quarter Ends. Begin Preparation of 3 rd Quarter Financial and Progress Report				
May 31	Last day for Grant Modification or Grant Changes				
May 31	Grant Extension Justifications are due to MOHS				
	June				
June 15	3 rd Quarter Financial and Progress Report Due to MOHS				

	July
July	Grant Orientation Meetings
	August
August 30	4 th Quarter and Grant Year Ends. Begin Preparation of 4 th Quarter Financial and Progress Report. Begin Preparation of Closeout Paperwork.
	September
September 15	4th Quarterly Report Due to MOHS
	October
October 15	Closeout Paperwork Due to MOHS

Grant Management and Administration Sub-Recipients Grant Administrator Responsibilities

The agency staff member responsible for the day-to-day oversight of a grant is the Sub-Recipient Grant Administrator (SGA). The SGA is responsible for tasks associated with project management, correspondence, grant reimbursements and providing all documentation to support projects. Failure to perform these tasks correctly can result in significant grant management and financial concerns.

The SGA should read the Grants Agreement, federal Notice of Funding, and the federal Preparedness Manual for a working knowledge of the grant and the processes for the grant funding. All expenses incurred for the project must be within the specified period of performance of the grant award.

• Costs incurred before September 1st or after August 31st of the fiscal year are not eligible for reimbursement.

The SGA will expedite the Quarterly Financial Report, along with required documentation to be processed in accordance with the grant requirement without necessary delays.

The SGA will:

- Establish and/or use an accounting system that conforms to generally accepted accounting principles and ensures that source documents are developed which will reliably account for the funds expended.
- Establish the agency in the Mississippi Department of Finance, Mississippi Accountability System for Government Information and Collaboration (MAGIC). All reimbursements will be prepared and funded through the MAGIC accounting system.
- Maintain copies of job descriptions and resumes of persons hired for all project-related positions which are grant funded. (If applicable)
- Maintain records showing actual hours utilized in project-related activity by all grant-funded personnel and by all other staff personnel or volunteers. (If applicable)
- Any proposed changes in the project objectives, scope of work, key project personnel, time, budget or mailing address must be requested in writing and receive approval from MOHS.
- Maintain records, files and equipment purchased for all activities for the MOHS.
- Submit a claim for reimbursement no later than the 15th day of the following month, after the quarter ends, in which expenses were incurred, using the form provided by MOHS as follows:
 - Copies of invoices and/or receipts for all specified items must be submitted upon request with the claim for reimbursement.
 - o Claims must be submitted quarterly, even if activity did not occur.
 - o Claims must be signed by the authorized signatory official or designated representative of the grant.

The SGA will not:

- Impose any task or permit any substitute activity not specifically provided for in the project agreement.
- Approve expenses for activities that do not meet project performance specifications contained in the project agreement.

- Authorize expenditure of funds except in accordance with the specific terms of the project agreement.
- Offer advice that may adversely affect project performance, compromise MOHS's rights, or provide the basis of a claim against MOHS that may affect any pending or future determination of fault or negligence.
- Authorize or agree to any change in the project agreement, standard provisions, certifications, project period, delivery schedule, maximum amount eligible for reimbursement, or other terms and conditions of the project agreement, unless such change is specifically authorized in the project agreement; or
- Promise or infer that a future agreement or extension of an agreement for another year is approved prior to MOHS approval.

Property Management Purchasing:

All purchases regardless of cost must meet all state purchasing laws and regulations and be in accordance to Section 7-7-23, Miss. Code Ann. (1972), state in part: "Purchases of equipment, supplies, materials or services of whatever kind of nature for a department, officer, institutions, or other agency of the state, the cost of which is to be paid from funds in the State Treasure on State Fiscal Officer disbursement warrants, may be made only by written purchase orders duly signed by the official authorized so to do, on forms prescribed by the State Fiscal Officer.

Purchases of such equipment, supplies, materials, or services, as specified herein, made without the issuance of such purchase orders shall not be deemed to be obligations of the state unless the State Fiscal Officer, by general rule or special order, permits certain purchases to be made without the same."

Required documentation: (See Purchasing Laws by State Auditor)

- 0-\$5,000. Requires one quote.
- Over \$5,000 to \$74,999. Requires two quotes. (Lowest and Best Bid Must be Documented)
- Over \$75,000. Requires advertising for bids. If bids are not received, bids must be rebid. (Lowest and Best Bid Must be Documented). Bid must be posted once each week for (2) two consecutive weeks.
- Over \$500,000 requires PPRB Approval.

<u>Sole Source Vendors:</u> Any purchases from a sole source vendor must be pre-approved by MOHS, prior to entering procurement. *Please see Sole Procurement Form.* Sole Source is not a preferred source.

Budget:

This section explains the requirements involved in administering the Grant Agreement budget.

Fixed Cost: The grant may authorize payment of an agreed upon fixed amount not subject to modification. Payments are made periodically at agreed upon intervals, or once - upon completion of the project. If this method is used, there must be a detailed and thorough cost analysis made during the negotiation process. **Reference 2CFR 200.201 and 2 CFR 200.333**

<u>Maximum Amount Eligible for Reimbursement:</u> MOHS policy requires all agreements include a 'maximum amount eligible for reimbursement. This maximum amount is the grant reimbursable amount and is MOHS's share of the estimated project cost. The budget specifies each line item and cannot exceed the specified line-item amount for reimbursement. A line item in the budget is the authorization for funds to be expended on the item.

<u>Increased Costs:</u> If costs exceed the awarded amount in the contract, reimbursement will not be authorized. The MOHS will send a letter notifying the Sub-Recipient. All Grant Agreement budgets must contain at a minimum, the following information:

<u>Personal Services (if applicable)</u>: Salaries & Wages--The agreed amount to be paid by federal share and amount to be paid as state or local match. The personnel section lists each position by title, showing the yearly salary and the percentage of time to be utilized for the project. All time reported to conduct program activities must be specifically for the funded project and must be program activities only for reimbursement of salary. Documentation must be provided for any amount claimed.

<u>Regular/Overtime Rate</u>: Overtime hours for personnel is considered over and beyond normal shift hours. The overtime pay rate for personnel is based on actual cost per employee (including straight time hours if personnel does not qualify for overtime rate) in accordance with the Sub-Recipient's policy for payroll and salary rate.

For Non-Profit Programs, Funds will also be reimbursed at regular rates of pay, overtime rates will not be allowable.

Proof of Payment: Proof of Payment can include Time Sheets, Monthly Time Activity Reports, payroll registry, account ledger, copy of payroll checks/cancelled checks, bank statement, direct deposit statement.

<u>Grant Activity Training</u>: The MOHS <u>will not</u> reimburse the cost of the training, unless approved in the MOHS agreement. Any training or training assistance that is claimed and not listed in the approved MOHS agreement will not be reimbursed. Additional information may be requested.

<u>Travel</u>: Travel expenses are not an allowable expense under the FY24 Homeland Security Non-Profit Grant Program.

Contractual Services:

Fees, Professional & Other -- The actual cost of outside contractual services, if applicable. Any consultant contracts must follow the bid procedures required by the state, or local ordinance if more restrictive, and must follow federal guidelines. The duties and qualifications of the consultant should be detailed in a narrative along with itemized budget detail outlining cost for service and included with the subcontract agreement. Agreements and sub-contracts must have prior approval from MOHS. See Project Agreement/Contract Development above.

<u>Installation cost</u> – associated with equipment installation such as radio, camera, etc. Documentation must be provided for any amount claimed.

Commodities:

Office Supplies—The actual cost of office supplies (pencils, pens, paper, paper clips, etc.) and training materials will be reimbursed, if applicable. Documentation must be provided for any amount claimed.

<u>Equipment Under \$1,000.00</u>-- The actual cost of minor equipment will be reimbursed, if applicable. Documentation must be provided for any amount claimed.

Equipment: The actual cost for equipment necessary for the successful implementation of the project/program. Itemize each type of equipment and show cost per item. Provide information on why the equipment purchase is needed and how it will enhance the successful operation of the project activities. Documentation must be provided for any amount claimed.

Compliance with state laws regarding bidding and procurement is required. Equipment over \$1,000.00 must be maintained on MOHS property inventory. Please see State Property manual at https://www.dfa.ms.gov/procurement-manual

Equipment is eligible for reimbursement as a direct expense chargeable to a specific project agreement, provided the equipment is needed to perform that project. Equipment must be used, managed, and disposed of in accordance with applicable Federal requirements. All equipment must meet the requirements stated here, and all expenditures to purchase equipment are submitted to audit. (See 2 CFR 200.439)

The **Mississippi Office of State Auditor** defines major equipment as "...each item *over* \$1,000.00" purchased with MOHS funds (Please refer to MS DFA website for more detailed information regarding policy and procedures at: https://www.osa.ms.gov/documents/property/propoffman20.pdf

When equipment is purchased, the Sub-Recipient must submit a MOHS Equipment Inventory Form. The form is provided in the Program Manager Workbook and at the Implementation of the grant, as well as posted on the MOHS website. The form must be returned to the MOHS, and when equipment is received by the agency. Once the form is received by the MOHS, it is included in the file of record for the Sub-Recipient, a database entry is generated, and the equipment will be tracked for the full useful life of the item.

During monitoring visits of the grant, the MOHS Program Manager will inspect and tag all equipment purchases with a MOHS inventory tag for all items valued at \$1,000.00 or above. In addition to the \$1,000.00 threshold, additional equipment under the \$1,000.00 threshold may be deemed equipment and required to be tracked will also be tagged. Please see the State Auditors Procurement guide.

For the state property inventory manual and capital asset reporting, sub-section 23.10.30 (useful lives), see https://www.osa.ms.gov/documents/property/propoffman20.pdf

<u>Property Disposition</u>: Below please find the process for selling/disposing of equipment purchased with grant funds.

- Sub-Recipients are required to submit a letter to the MOHS requesting disposition or approval to remove equipment purchased from its inventory records.
- Letter must state the piece(s) of equipment, serial number(s), and the grant award number that the equipment was purchased under.
- State why the equipment is being sold or disposed of.

Once a letter is received from the Sub-Recipient, the MOHS will provide written guidance and direction to the Sub-Recipient. If any material or equipment ceases to be used in project activities, the Sub-Recipient agrees to promptly notify the MOHS. In such an event, the MOHS may direct the Sub-Recipient to transfer, return, keep, or otherwise dispose of the equipment.

Reporting Use of Equipment: Sub-Recipients are required to submit equipment/property reports as follows:

- Equipment purchased for a project funded by MOHS must be used for the intended project/program purpose. If used otherwise the jurisdiction must cover all costs incurred.
- Funds generated using the equipment purchased for specific programs must be reported as program income and must be expended on the specific program activities in which the funds were generated.
- Sub-Recipients are required to submit equipment reports on the equipment purchased with federal funds for the extent of the useful life of the equipment, even if the Sub-Recipient is no longer active in the grant program.
- Equipment can and will be monitored during the useful life of the equipment purchased with federal funds, even if the Sub-Recipient is no longer active in the grant program.
- Equipment can be retrieved from a Sub-Recipient at any time, if the equipment is not being used for the intent of the program, proper use within the agreement requirement, being used improperly or any other reason that equipment is not being used in accordance with the grant agreement.

<u>Useful Life Schedule</u>: The MOHS/Sub-Recipient property and equipment purchased in whole or in part with federal funds will be monitored for its useful life according to the following schedule. The MOHS uses several sources for the Useful Life Schedule for more information, please contact the MOHS.

Useful Life Schedule:

Equipment	Equipment & Property Cost Range	Useful Life Schedule
Building/Installation Items		
Intercom Systems/Public Announcement	No Threshold	25 Years
Ventilation Fans	No Threshold	5 Years
Propane Water Heater	No Threshold	20 Years
Security System	No Threshold	15 Years
Sound Systems	No Threshold	10 Years
Security Door	No Threshold	30 Years

Supply Cabinet	No Threshold	10 Years	
Wall Cabinets	No Threshold	30 Years	
Binoculars/Goggles:			
Binoculars	No Threshold	5 Years	
Night Vision Googles	No Threshold	10 Years	
Camera/Presentation Equipment:			
Digital Camera	No Threshold	5 Years	
DVR	No Threshold	3 Years	
In Car Camera	No Threshold	5 Years	
Video Camera	No Threshold	5 Years	
Projectors	No Threshold	5 Years	
Projection Screen	No Threshold	10 Years	
Security Cameras	No Threshold	10 Years	
Televisions	No Threshold	5 Years	
Clothing/PPE:			
Bomb Suit	No Threshold	10-15 Years	
Bullet Proof Vest	No Threshold	5 Years	
Dry Suit	No Threshold	3-5 Years	
Fire Fighting Equipment	No Threshold	10 Year	
Tactical Vests	No Threshold	5 Years	
Communication Equipment:			
Radios, Base Station	Up to \$2,000.00	10 Years	
Radios, Mobile	Up to \$2,000.00	10 Years	
Radios	Over \$2,000.00-Must have Ex	ecutive	
	Director Approval		
G			
Computer Equipment/ Cyber-Security:			
<u> </u>	No Threshold	5 Years	
Computer Monitor	No Threshold	5 Years	
Computer Server External Hard Drive	No Threshold No Threshold	5 Years	
Laptop/Desktop Computer	No Threshold	3 Years	
	No Threshold No Threshold	5 Years	
Mainframe Computer System Personal Minicomputers	No Threshold	5 Years	
Printer	No Threshold	5 Years	
Route Box/Ethernet	No Threshold No Threshold	5 Years	
Server Server	No Threshold	5 Years	
Software	No Threshold		
Software	ino imesilola	5 Years	
Fencing/Security:			
Chain Length Fence	No Threshold	20 Years	
Emergency Lighting	No Threshold	10 Years	
Lighting	No Threshold	15+ Years	
Portable Sign Machine	No Threshold	20 Years	
Public Address Systems	No Threshold	25 Years	
Wire Fence	No Threshold	10 Years	
Wood Fence	No Threshold	15 Years	
TOOG I CIEC	110 THICSHOID	13 1 cars	

Yard/Athletic/Outside Lighting	No Threshold	20 Years
Cu a sialter Duaguaga Taalar		
Specialty Program Tools:	No Threshold	12 Vanus
Air Compressors		12 Years
Air Cylinders-Metal	No Threshold	30 Years
Carbon Monoxide Monitor	No Threshold	10 Years
Cascade System	No Threshold	20 Years
Chainsaws	No Threshold	10 Years
Firefighting Equipment	No Threshold	14 Years
Defibrillator	No Threshold	7 Years
Diving Equipment	No Threshold	10 Years
Gas Detector	No Threshold	15 Years
Generator	No Threshold	10 Years
Hydraulic Tools	No Threshold	10 Years
Lift Bag	No Threshold	10 Years
Live Animals	No Threshold	3 Years
Mobile GPS	No Threshold	10 Years
Oxygen Tank, Motor System	No Threshold	10 Years
Reel Light	No Threshold	10 Years
Rescue Kit	No Threshold	10 Years
Safety & Rescue Equipment	No Threshold	19 Years
Stretcher, portable	No Threshold	15 Years
Sign Machine	No Threshold	20 Years
Training Aids	No Threshold	20 Years
Tripod Light	No Threshold	10 Years
Toolbox Chest	No Threshold	10 Years
Transportation Equipment:	N 771 1 11	20 17
ATV	No Threshold	20 Years
Boats, Inflatable	No Threshold	5-10 Years
Boats, Small Craft	No Threshold	20+ Years
Car Jump Kit	No Threshold	3 Years
Ground Effect Vehicles	No Threshold	15 Years
Spike Strips	No Threshold	10 Years
Tractors	No Threshold	13+ Years
Trailers	No Threshold	10+ Years
Trailer Top	No Threshold	15 Years
Vehicles	No Threshold	10 Years

Equipment that has been purchased and is past the useful life of the item, please contact the MOHS to take the steps of property disposition. For any additional questions on Useful Life or Items that are on the MOHS Property Inventory, please contact your PM. See *Property Disposition above*.

<u>Authorized Equipment List</u>: All equipment must be approved by MOHS and be included on the Authorized Equipment List (AEL) and must be used specifically for the purposes for which is purchased. The AEL list can be found at:

https://www.fema.gov/grants/guidance-tools/authorized-equipment-list

Ensuring the Future is Made in All of America by All of America's Workers: The Sub-Recipient must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005 which provide that, as appropriate and to the extent consistent with law, the recipient must use all practicable means within their authority

under a federal award to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products.)

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, 42 U.S.C. § 6962.) 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.

Non-Reimbursable/Unallowable Expenses:

Limitations and Conditions: The provisions stated in the following section are not intended to deny flexibility in supporting potential accident and injury reduction activities; however, the conditions do serve as a guide in describing costs that are *not allowable* for Homeland Security funding. See FEMA Homeland Security Grant Preparedness Manual. https://www.fema.gov/grants/preparedness/homeland-security

<u>FEMA Approval</u>: Grant funds may not be used for the purchase of equipment not approved by DHS/FEMA. Grant funds must comply with IB 426 and may not be used for the purchase of the following equipment: firearms; ammunition; grenade launchers; bayonets; or weaponized aircraft, vessels, or vehicles of any kind with weapons installed.

Unallowable Equipment Costs:

- Per FEMA policy, the purchase of weapons and weapons accessories, including ammunition, is not allowed with HSGP funds.
- Small, unmanned Aircraft (SUAS) Drones.
- Body worn cameras.

<u>Maintenance Contacts</u>: Maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are only allowable in the following circumstances:

• The use of DHS/FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable, as described in FEMA Policy FP 205-402-125-1 under all active and future grant awards, unless otherwise noted. Except for maintenance plans or extended warranties purchased incidental to the original purchase of the equipment, the period covered by maintenance or warranty plan must not exceed the POP of the specific grant funds used to purchase the plan or warranty.

Unauthorized exercise-related costs include:

Reimbursement for the maintenance or wear and tear costs of general use vehicles (e.g., construction vehicles), medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances).

<u>Equipment</u>: <u>Equipment</u>: Equipment that is purchased for permanent installation and/or use, beyond the scope of the conclusion of the exercise (e.g., electronic messaging sign).

In-Direct Costs: In-Direct costs are unallowable under these funds.

<u>Unallowable Sub-Granting Funds</u>: Sub-Recipients are not authorized or allowed to sub-grant funds. Per 2 CFR. Part 225 (OMB Circular A-87) contributions or donations, including cash, property and services made by the governmental unit, regardless of recipient, are unallowable.

<u>Unallowable Promotional Items</u>: The cost of promotional items and memorabilia, including models, gifts and souvenirs are unallowable advertising and public relations costs. (2 CFR Part 200.421(e)(3)). Promotional items that are unallowable can include t-shirts, hats, key chains, bumper stickers, etc.

Unallowable Program Administration:

• General costs of government. For States, local governments and Indian Tribes, the general costs of government are unallowable (Reference 2 CFR § 200.444 and 2 CFR § 200.474)

• Entertainment costs, including amusement and social activities and expenses directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities). (2 CFR § 200.438)

<u>Lobbying</u>: Federal - the cost of influencing the U.S. Congress and Federal agency officials for activities associated with obtaining grants, contracts, cooperative agreements, or loans.

State and Local - No Federal funds may be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., grassroots) lobbying activities, with one exception. This does not preclude a state official whose salary is supported with federal funds to engage in direct contact with State or local legislative officials, in accordance with customary State practice, even if it urges legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

<u>Supplanting</u>: Supplanting is the act of replacing existing funds with federal funds. Specifically, funding that is established for the payment of personnel or operations required in the normal and usual conduct of business may not be replaced using federal funds awarded via the grant.

Supplanting, including: (a) replacing routine and/or existing State or local expenditures with Federal grant funds and/or (b) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally recognized Indian tribal governments.

Grant Reimbursement and Payments:

<u>Grant Reimbursement Process</u>: Reimbursements shall be based upon authorized and allowable expenditures. Payment will be made for pending corrections of deficiencies and additional information may be requested. Reimbursements are due on a quarterly basis and as part of the Quarterly Reimbursement Claim and Progress Report.

- Must be permissible under MS and Federal law.
- Must not be allowable to or included as a cost of any other federally funded program.
- Must not result in a profit to the agency.
- Must be incurred on or after the 1st day of the approved grant period; and
- Must be adequately supported by source documentation.

<u>MAGIC</u>: For Sub-Recipients to receive payments and reimbursement, all Sub-Recipients must be set up in the Mississippi Accountability System for Government Information and Collaboration (MAGIC) as a vendor.

- Link to Vendor MAGIC Page: https://www.dfa.ms.gov/mississippi-suppliersvendors
- Link to Vendor MAGIC Setup: https://sus.magic.ms.gov/sap/bc/webdynpro/sapsrm/wda_e_suco_sreg?sap-client=100#
- Link to MAGIC Registration Form Instructions: https://www.dfa.ms.gov/sites/default/files/Office%20of%20Purchasing%2C%20Travel%20and%20Fleet%20Home/Marketing%2C%20Travel%2C%20Card%20Program/Links/Vendor%20Information/supplier-registration-form.pdf
- Link to MAGIC Request for Change Form: https://www.dfa.ms.gov/sites/default/files/Office%20of%20Purchasing%2C%20Travel%20and%20Fleet%20Ho me/Marketing%2C%20Travel%2C%20Card%20Program/Links/Vendor%20Information/state-of-mississippisupplier-form-extended.pdf

Reimbursement Conditions: Reimbursement of costs under a MOHS grant is contingent upon the following conditions:

• The availability of appropriated funds.

- Actual costs having been incurred (that is, services provided, hours worked, etc.) in accordance with the approved grant agreement and associated budget.
- Compliance with applicable cost principles referenced in the Grant Agreement.
- Correct documentation and required forms included with the documentation.

Modification of Grants:

During the active period of a project, changing conditions may require that the original project agreement be modified. If both parties consent to altering the project in some way, then a modification request (either activity or budget or both) must be completed. All budget modification requests must be submitted on the required MOHS forms, signed, and dated by the signatory official.

<u>Change in SGA</u>: The Sub-Recipient agrees to notify in writing, the MOHS of any change and the reason for the request of change in personnel, no later than the submission of the next claim of reimbursement. Agency must resubmit an SGA form, if the SGA is changed from the responsibilities of grant activities.

<u>Request for Change</u>: The Sub-Recipient agrees to notify in writing, the MOHS of any changes and the reasons for the changes to any line items within the grant. This does not include any financial changes. Please use the Request for Changes form.

<u>Request for Extension</u>: The Sub-Recipient may request a Request of Extension in the case of the grant activities not be completed and/or equipment will not be received by the end of the grant performance period. Grant extensions will only be approved if the grant follows all requirements of reporting and programmatic activities.

Modification Request of the Grant: Some reasons for modifying the project agreement or contract might include:

- adding or deleting a performance goal
- increasing or decreasing the budgeted amount
- adding, deleting, or changing performance measures

Modifications are also executed to authorize a material change in other terms and conditions.

NOTE: Requests for modifications should be submitted for approval *before* the revision is implemented.

The Sub-Recipient will submit a copy of the Sub-Recipient Change Form to the MOHS for review and approval. If the cost, complexity, or scope of work authorized in the grant must be revised after the project agreement is signed, then a written amendment must be executed to authorize the change.

The PM will prepare the modification to the agreement and forward it to the Sub-Recipient for signatures. If additional tasks or costs are authorized in the amendment, the Sub-Recipient must not begin work on the additional tasks or incur the additional costs until the amendment is fully executed and approved.

The Sub-Recipient must submit the modification to the MOHS email address of <u>mohsgrant@dps.ms.gov</u>. <u>An effective date</u> will not be issued until both parties have executed the modification.

When an amendment is needed, sufficient time should be allowed for proper review and execution. With sufficient advance planning and ongoing monitoring, Sub-Recipients should have any amendments to a grant or Contract executed 90 days prior to the end of the grant or by May 31.

When a simple budget modification is needed, sufficient time (a minimum of two weeks) should be allowed for proper review and execution. Modifications must be signed by the parties who signed the original project agreement unless approval authority has been specifically retained or delegated to someone else in accordance with MOHS policy.

Modification Processing: A modification will follow the same approval processing procedures as the original agreement.

The same signature authority that applies to the original agreement also applies for any modification to that agreement.

As with the original project agreement, the modification becomes effective only when all signatures have been obtained. Sub-Recipient is allowed two (2) modifications per year and if any modifications are submitted for processing, then the last modification (#2) should be processed through the MOHS office no later than <u>June 30th</u>. If any modifications are sent to be processed, the modification must be approved by the MOHS.

<u>NOTE</u>: MOHS Sub-Recipients are allowed (2) two budget modifications during the grant year. **Budget Modifications will** not be accepted until the 2nd quarter, unless approved by the MOHS Grants Director.

<u>Rescope of the Non-Profit Program:</u> The Sub-Recipient may find that the projects that were approved by FEMA through the application period or the equipment that was originally approved, no longer fits the project and the focus of the project.

The MOHS will allow for (1) one rescope of the project and program activities and should be received in the MOHS office by <u>February 28/29</u>. All rescopes and supporting documentation will be sent to FEMA for review and approvals, which can take a length of time. It is encouraged that the Sub-Recipient, also provide a Request for Extension along with the Rescope to allow for enough time to complete the project. Please see modification section above.

A rescope of the project will require for the Sub-Recipient to provide a detailed justification of the changes to project, program and/or equipment, along with back up documentation to reflect the changes to program budgets.

Ownership:

Intellectual Property (Patents/Copyright/Trademarks/Tangible Research Property (2CFR 200.315 and 200.448): The MOHS reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal and state government purposes the following:

- Intellectual Property in any work developed under a grant, sub-grant, or contract under a grant or sub-grant.
- Any rights of Intellectual Property to which grantee, Sub-Recipient, or a contractor purchases ownership with grant funds.

All records, reports, documents, or other material related to this sub-grant and or obtained or prepared by Sub-Recipient in connection with performance of the services contracted for herein shall become the property of MOHS, and shall upon request, be returned by MOHS to Sub-Recipient, at Sub-Recipients expense at termination or expiration of the sub-grant.

<u>Materials, Discoveries, Inventions and Results Developed, Produced or Discovered</u>: All records, reports, documents, and other material delivered or transmitted to Sub-Recipient by the MOHS shall remain the property of the MOHS, and shall be returned by Sub-Recipient to MOHS at the Sub-Recipient's expense, at termination or expiration of the sub-grant.

All records, reports, documents, or other material related to this sub-grant and or obtained or prepared by Sub-Recipient in connection with performance of the services contracted for herein shall become the property of MOHS, and shall upon request, be returned by MOHS to Sub-Recipient, at Sub-Recipients expense at termination or expiration of the sub-grant.

<u>Use of DHS Seal, Logo, and Flags</u>: All brochures; course, workshop, and conference announcements; and other materials that are developed and/or printed using grant funds must include a statement crediting the MOHS. The FEMA logo should not be used unless prior approval is received from the MOHS and or FEMA.

Reports, Studies, or Material Developed for Publication: Reports, studies or other materials approved for publication or printing are to be regarded as information in the public domain and their further use does not require approval. The Sub-Recipient agrees that the published versions of reports, studies or other materials shall not be copyrighted nor contain any restriction which prohibits distribution and reproduction. The Sub-Recipient will not sell copies of such reports or other materials prepared under the terms of this sub-grant.

<u>Equipment and Supplies</u>: Equipment and supplies purchased with grant funds are required to be used for the purpose of the grant only. If equipment and supplies are found to not be used for grant purposes, the MOHS may retrieve items or request items to be returned to the MOHS. Items may be transferred to other agencies with the use of equipment and supplies.

If an agency no longer participates in the grant program and its items are no longer in use or needed, the MOHS may retrieve or request items to be returned to the MOHS. Items retrieved or transferred will be used for other programming and grant activities.

All items that are purchased with federal funds can be used and repurposed, as needed for programs in need.

Monitoring:

Homeland Security grant project monitoring provides a method of tracking progress and achievement of grant objectives and performance goals. Since the process is ongoing throughout the duration of the project, it serves as a management tool for project control. Project monitoring also presents a good opportunity for sharing information and assistance. Project monitoring includes a set of procedures and forms for project review and documentation.

Monitoring and reporting program performance are both a State and Federal requirement of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. Monitoring is required to:

- Assure compliance with state and federal requirements.
- Assure that objectives and performance goals are being achieved.
- Detecting and preventing problems.
- Helping identify changes needed.
- Identifying training or assistance needed; and
- Providing data necessary for daily operations, planning, and evaluation.

<u>Types of Monitoring</u>: Monitoring is formal and informal, financial, and operational. MOHS will utilize the following types of monitoring:

- Ongoing contact with the Sub-Recipient through phone calls, meetings, and written/verbal correspondence.
- On-site monitoring reviews of project operations, management, and financial systems.
- Review and approval of Quarterly claims.
- Desk monitoring of grant files.
- Compliance monitoring of statewide homeland security activities and grant oversight.

On-site Monitoring and Evaluation: Pursuant to Federal guidelines, the State has developed a plan for evaluating all projects. Each Sub-Recipient will 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 Sub-Recipients' risk of noncompliance with Federal statutes, regulations and the terms and conditions of the sub-award for the purposes of determining the appropriate level of Sub-Recipient monitoring. (2CFR 200.302 & 2CFR200.28-330)

Monitoring Procedures:

<u>Project Monitoring Policy</u>: It is the responsibility of the MOHS to maintain oversight for all federally funded grants that are awarded to their Sub-Recipients. The MOHS will provide technical assistance as needed to assist the Sub-Recipient with fulfilling their project targets and performance measures. MOHS will ensure that the contract provisions comply. (2CFR 200.329)

Depending on the monitoring criteria and policy as stated above, each homeland security grant will be reviewed either by on-site monitoring, desk reviews, via telephone calls, monthly reimbursement processing, staff meetings, conference calls, and other correspondence, as appropriate. As a measure of quality assurance, the Mississippi Office Homeland Security must perform an on-site monitoring visit.

<u>Corrective Action Plan (CAP)</u>: If a corrective action plan is warranted after a monitoring visit, the PM should note possible necessary solutions to the problems with an addendum to the monitoring report. The PM will supply a copy of the monitoring report and the CAP to the agency for their files.

Desk Monitoring:

Desk monitoring occurs every time a PM holds a discussion or communicates with a Sub-Recipient project director. Desk monitoring can occur daily, weekly, or monthly. Weekly phone calls may be appropriate if there are problems. Monthly status meetings might be needed for complex projects. If problems are identified, the project could require quarterly review meetings between the Sub-Recipient and the PM. This is left at the discretion of the PM and any additional monitoring requirements will be documented in the official file. PM will rely on regular correspondence and the annual on-site visit to handle routine project issues.

On-Site Monitoring:

The following documents must be provided at the beginning of the monitoring visit:

1. General Financial Documents

- a) Financial statements (Balance Sheet, Income Statement, Changes in Fund Balance, Cash Flow Statement).
- b) Chart of accounts.
- c) General ledger.
- d) Reconciliation of subsidiary ledgers to general ledgers.
- e) List of authorized check signers; and
- f) Payroll register

2. Grant Specific Financial (monitoring period only)

- a) Grant Application.
- b) Modifications, extension approvals.
- c) Original timesheets: functional timesheets/time logs/cards/attendance reports along with the applicable time study allocation plan (if applicable).
- d) Vouchers supporting all claimed operating expenses, including the following: purchase orders, receiving reports and vendor invoices.
- e) Canceled checks, check stubs, and/or cash receipts (ensure secondary signature, if applicable).
- f) Contracts: Services/Consultant contracts and lease agreements, sole source or open bid process documentation and rate of pay.
- g) If applicable, Project Income (PI): all source documents describing the type of PI earned, when PI was earned, how much was earned and how it was expended.
- h) Equipment Inventory list for grant funded purchases to include equipment description, identification number, source, title holder, acquisition date, cost, percentage of federal funds used in the cost, location, use, condition, and disposition date.
- i) Vouchers supporting all claimed equipment expenses, including the following: purchase orders, receiving reports and vendor invoices; and
- j) Indirect cost rate agreement (if applicable)

3. Program Related Source Documentation

- a) Reports: Project Agreement, Project Modifications, Sub-Recipient Monthly Report.
- b) Required certifications for activity, training certification reimbursed by the MOHS and/or additional certifications required by MOHS.
- c) Contracts: signed written contract(s).
- d) Documentation to support services provided by contractor including activities performed and evaluation services;
- e) Equipment purchased with MOHS funds available for monitoring visit (current and past)

4. Other

1. Job description for grant funded positions: As it relates to overtime (if applicable)

Please be advised the monitor may request additional documentation as necessary at the time of the visit.

Additional Documents Reviewed During Monitoring:

<u>Policies</u>: Sub-Recipient must submit to the MS Office of Homeland Security a copy of the following policy and/or certification(s).

- FFATA Compliance (See Award Packet)
- UEI Number
- EHP Submission and Approval Documentation, along with photographs.

A-133 Audit: Sub-Recipient must maintain a current copy of the A-133 Audit, so that it can be verified and reviewed.

Sub-Contracts within the Grant Agreement:

If the MOHS has approved grant funds from a sub-contractor within your agreement for services outside the grant agreement, <u>all</u> contracts for the sub-contractor(s), must be submitted to the MOHS for approval. Sub-contracts can include, but not limited to contracts, MOU's, personal services contracts, service agreements, conference facility requests, professional service agreements, rental space, etc.

<u>Pre-Approval for Quotes:</u> The MOHS will require that any sub-contracts with vendors and businesses for grant activities, be pre-approved to ensure grant compliance with deliverables, budget and grant allowable activities. All quotes should be submitted to the Program Manager, as quickly as possible.

Submission of Sub-Contract:

Submit sub-contract(s) a minimum of (60) sixty days before the event or service is provided, so that ample time is allowed for the contract process to be reviewed and approved. Submission of the contract must include justification of the contract, a memo explaining the need for the contract and how the contract will be funded. Submit all invoices, quotes and any information that may be needed for review of the sub-contract.

Approval/Disapproval:

If the sub-contract is approved, the MOHS will notify the Sub-Recipient of the approval as soon as the decision has been made. If a sub-contract is disapproved, the MOHS will notify the Sub-Recipient of the decline as soon as the decision has been made. Any services that are performed without the approval of the MOHS will not be eligible for reimbursement.

Single Audit Requirements:

The State of Mississippi requires a sub-recipient expending \$750,000.00 or more in federal funds in the organization's fiscal year to conduct an organization-wide audit in accordance with 2CFR200, Sub-Part F. The Sub-Recipient will permit the State of Mississippi project officials, program officials and auditors to have access to the Sub-Recipient's and third-party contractor's records and financial statements as necessary for the State of Mississippi to comply with the 2CFR200, Sub-Part F. Single Audit review will be performed by MOHS during the review process of the grant application submission.

Reference 2CFR 200.518

Single Audit Findings:

Sub-Recipient should develop and issue corrective actions for findings within six months after receipt of the sub-recipient's audit report and ensure that the sub-recipient takes appropriate and timely corrective action. **Reference 2CFR 200.518**

Records Keeping Requirements:

Grant financial, programmatic, and administrative records shall be maintained for a period of three years following the date of the closure of the grant award, or audit if required. Property and equipment records shall be maintained for a period of three (3) years following the final disposition replacement or transfer of property and equipment. **Reference 2CFR 200.334**

Sub-Recipients are expected to keep records of different federal fiscal periods separately identified and maintained so that information can be readily located. Sub-Recipients are also obligated to protect records adequately against fire and damage.

Access to Sub-Recipients records must include the MOHS, federal granting agency, Office of the Inspector General, or any of agency requesting records, who shall have the right to access to any pertinent books, documents, papers, or other records of the Sub-Recipient, which are pertinent to the award, to make audits, examinations, excerpts, and transcripts. The right to access must not be limited to the required retention period but shall last if the records are retained. **Reference 2CFR 200.337**

Conditional Grant Requirements:

Conditional grants deemed for additional monitoring, assistance, and oversight. Conditional grants can be placed on conditional status for several reasons, which can include not meeting performance measures, lack of documentation and paperwork for grant activities, pattern of financial inconsistencies, late submission of monthly reimbursements, etc. Agencies will be informed of the conditional status and conditions prior to the conditional status being implemented.

Conditional grants will be monitored by MOHS to determine if grant requirements are being met and performed according to the grant agreement. After the 1st Quarter, failure to meet grant requirements set forth in the grant agreement will result in notification to signatory authority official stating, that the grant requirements have not been met. After the 2nd Quarter of failure to meet grant requirement, the conditional grant will be in penalty of non-compliance. (See Penalty for Non-Compliance section).

Penalty for Non-Compliance:

For the reasons listed below, special conditions may be imposed, reimbursements may be partially or wholly withheld, the award may be wholly or partly suspended or terminated, or future awards, reimbursements and award modification may be withheld. **Reference 2CFR 200.339**

The MOHS may institute the following but is not limited to withholding authority to proceed to the next phase of the project, requiring additional or more detailed reports, additional project monitoring, and/or establishing additional prior approvals.

The MOHS shall notify the Sub-Recipient of its decisions in writing stating the nature and reason for imposing the conditions, the corrective action required and timeline to remove the conditions and the method of requesting a reconsideration of the imposed conditions. The Sub-Recipient must respond within five (5) days of receipt of notification of the reasons listed below.

- Unwillingness or inability to attain project goals, performance measures or strategies.
- Unwillingness or inability to adhere to the conditions of the grant agreement.
- Failure or inability to adhere to grant guidelines and federal compliance requirements.
- Improper procedures regarding agreements, contracts, and procurements.
- Inability to submit reliable, documented and/or timely reports; and
- Management systems do not meet State or federal required management standards.

Termination of Agreement:

The MS Office of Homeland Security in the event of Sub-Recipient noncompliance with any of the provisions of this agreement may terminate this agreement by giving the Sub-Recipient thirty (30) day notice. The MS Office of Homeland Security, before issuing notice of termination of this agreement, shall allow the Sub-Recipient a reasonable opportunity to correct noncompliance issues. For noncompliance with the nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.

The Sub-Recipient may terminate its participation in this agreement by notifying and submitting the required closeout documentation to the MS Office of Homeland Security, thirty (30) days in advance of the termination date.

<u>Agreement Changes</u>: Any proposed changes to the agreement that would result in changes in the scope, character, or complexity of the agreement, must be submitted with Budget Modification to the MS Office of Homeland Security, and shall require an approved Budget Modification prior to change being implemented.

Agreements: Unless otherwise authorized in writing by the MS Office of Homeland Security, the Sub-Recipient shall not assign any portion of the work to be performed under this agreement, or execute any agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this agreement without the prior written concurrence of the MS Office of Homeland Security. Any subcontract under this agreement must include all required and/or applicable clauses and provisions of this agreement.

Sub-Recipient failure to meet all reporting, attendance at meeting(s), scheduled events and timely submission of reimbursement requests set forth in the agreement by the MS Office of Homeland Security, will result in the withholding of reimbursement payments. **Reference 2CFR 200.339-343**

Closeout:

At the end of each grant year, completion of grant activities and grant funding, the Sub-Recipient should begin the process of closeout. A typical period of performance for a grant year is one (1) year but can allow for an extension to a period of performance, if approved. Closeout forms and required documentation are due forty-five days after the end of the grant period. If a Sub-Recipient does not complete all required paperwork for the proper closeout, the MOHS can perform an Administrative Closeout.

If a Sub-Recipient remains in non-compliance and has not met all requirements of the grant, performed grant activities or prepared required reports, the MOHS can also perform an Administrative Closeout. At the time of an Administrative Closeout or End of Year Closeout, the MOHS staff will close all financial documents in the MAGIC system, and no further financial reimbursements will be able to take place in the grant. **Reference 2CFR 200.344.**



Mississippi Office of Homeland Security Grants Department Contact Information

All Reports, Reimbursements and Grant Requirements should be emailed to the MOHS Grants Department email address:

mohsgrants@dps.ms.gov (601) 987-1278

Beth Loflin-Finance and Grants Director

• Email Address: beth.loflin@dps.ms.gov

Kayla Stewart (Grants Program Management Lead)

• Email Address: <u>ksstewart@dps.ms.gov</u>

• Phone Number: (601) 987-1217

Orlando Hoard (Admin Specialist)

• Email Address: ohoard@dps.ms.gov

• Phone Number: (601) 987-1278

Program Managers:

Teresa Wash (Grants Program Management - North HSGP Grants)

• Email Address: twash@dps.ms.gov

• Phone Number (601) 987-1519

Ty Barnes (Grants Program Management - South HSGP Grants)

• Email Address: <u>tbarnes@dps.ms.gov</u>

• Phone Number: (601) 987-1505

Kimberly Johnson (Grants Program Management - Non-Profit)

• Email Address: <u>kjohnson@dps.ms.gov</u>

• Phone Number: (601) 987-1518

Micah Carrington (Grants Program Management - Cyber/HSGP)

• Email Address: <u>mcarrington@dps.ms.gov</u>

• Phone Number: 601-987-1231



Financial Review:

Karen Evans: General Funds/Procurement
Email Address: kevans@dps.ms.gov
Phone Number: (601) 987-1213

Rachelle McKinley:

• Email Address: rmckinley@dps.ms.gov

• Phone Number: (601) 987-1226

Program Monitors:

Bebea Boney

• Email Address: bboney@dps.ms.gov

Steve Latham

• Email Address: slatham@dps.ms.gov

Program Trainers:

Larry Cagle –

Community Emergency Response Trainer/State Coordinator

• Email Address: <u>lcagle@dps.ms.gov</u>

Rebecca Chaney –

Targeted Violence and Prevention Trainer

• Email Address: <u>rchaney@dps.ms.gov</u>

Laura Fosselman –

Law Enforcement Trainer (Active Shooter/Craze/Church Security)

• Email Address: <u>lfossleman@dps.ms.gov</u>



Appendix A Instructions to Complete Award Agreement Forms Award Packets are Due to MOHS:

October 15, 2024

Award Packet:

In the Award Packet, you will receive the following documents, all must be signed and returned to the MOHS, before activities begin.

- Award Letter
 - o Signed by Signatory Authorized Official
- Award Agreement Packet
 - o Signature Page- Page 2
 - o Assurance of Understanding Requirements for Sub-Recipients- Page 24
- Appendix to Agreement Packet
 - o Grant Agreement Certifications- and Sub-Recipient Grant Administrator Certifications-Page 2
 - o Financial Officer Certification and Authorized Signatory Official Certification-Page 3
 - o Scope of Work- Page 4
 - o Federal Funding Accountability and Transparency Act (FFATA)-Page 5

In Addition, each Sub-Grantee must provide the following documents:

- Orientation Acknowledgement Form
- Environmental Historic Preservation Act Form Packet (If Applicable)

Must be provided to the MOHS @ mohsgrants@dps.ms.gov by October 15, 2024



STATE OF MISSISSIPPI TATE REEVES, GOVERNOR DEPARTMENT OF PUBLIC SAFETY

SEAN J. TINDELL, COMMISSIONER

MISSISSIPPI OFFICE OF HOMELAND SECURITY HOMELAND SECURITY NON-PROFIT GRANT PROGRAM SUB-RECIPIENT GRANT AWARD

Sub-Recipient Name: Anytown Church

Project Title: Homeland Security Non-Profit Grant Program

Grant Period: September 1, 2024-August 30, 2025 Date of Award: September 1, 2024

Total Amount of Award: \$150,000.00 Grant Number: 24NP234

In accordance with the provisions of Federal Fiscal Year 2024 Homeland Security Non-Profit Grant Program, the Mississippi Office of HomelandSecurity (MOHS), State Administrative Agency (SAA), hereby awards to the foregoing Sub-Recipient a grant in the federal amount shown above. The CFDA number is 97.008 and MOHS federal grant number is EMW-2024-UA-00. Authorizing Authority for Program: Section 2002 of the *Homeland Security Act of 2002*, as a3ended (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 <u>October 15, 2024</u>. 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.

<u>Supplantation:</u> 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

1. Signatory Authorized Official (Commissioner, Mayor, Board President, Pastor, Chairman of Board)

Signature of Authorized Signatory Official

Pete Banks-Executive Director

Signature of MOHS Executive Director/SAA

MISSISSIPPI OFFICE OF HOMELAND SECURITY



FY24 HOMELAND SECURITY NON-PROFIT GRANT PROGRAM GRANT AGREEMENT AND AWARD PACKET-EXAMPLE

FY24 MISSISSIPPI OFFICE OF HOMELAND SECURITY NON-PROFIT GRANT AGREEMENT

1. Sub-Recipient's Name:		2. Effective Date of Grant: September 1, 2024				
Mailing Address:		3. Sub-Recipient Grant Number:				
Telephone Number:		4. Grant Identifier (Funding Source & Year): EMW-2024-UA-				
	5. Period of Performance: Start and End Dates: September 1, 2024-August 31, 2027					
	6. Subgrant Pa	ayment	Method:			
	X Cost Re	imburs	ement M	lethod		
	X Cost Ad	lvance 1	Method			
8. UEI # -			9. Cong	gressional District:		
			12. Federal Awarding Agency: Homeland Security (800)368-6498			
14: Indirect Cost Rate Charged: \$0.00						
ed:						
	B. SOURCE	B. SOURCE OF FUNDS		C. MATCH	D. RATIO%	
\$0.00	(1) Federal	\$		\$0.00	100%	
\$0.00	(2) State	\$0.00		\$0.00	0%	
\$0.00	(3) Local	\$0.00		\$0.00	0%	
\$0.00	(4) Other	\$0.00		\$0.00	0%	
	Total:	\$		\$0.00	100%	
\$0.00	E. TOTAI				ΓHROUGH	
0.00	Number of Grants:	FY19		FY20	FY21	
\$	TOTAL:	\$0.00		\$0.00	\$0.00	
program outline	ed in this Grant	t Agree	ment in	accordance with a	ll provisions of	
following section	ions are attach	ed and	incorpo	rated into this Ag	reement: Final	
	•					
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:			15 Ammovel from Cub Decimient			
	13. Approvar	110111 31	io-ixecip	iciit		
	Signature			Date		
Name: Baxter Kruger			Name:			
Title: MOHS Executive Director/SAA			Title: Authorized Signatory Official			
,	11. Initial Fed Date: Sept 14: Indirect C Charged: \$0.00 \$0.	4. Grant Ident EMW-202 5. Period of Poseptember 6. Subgrant Parix Cost Reset X Cost Active 8. UEI # - 11. Initial Federal Award Date: September 1, 2024 14: Indirect Cost Rate Charged: \$0.00 ed: B. SOURCI \$0.00 (1) Federal \$0.00 (2) State \$0.00 (3) Local \$0.00 (4) Other Total: \$0.00 E. TOTAL 0.00 Number of Grants: \$ TOTAL: program outlined in this Grant following sections are attach Sub-Recipient Signature Sheer Support Sheet; Agreement of aditions, and provisions lister were provided to Sub-Recipient rewith. 15. Approval	4. Grant Identifier (FremW-2024-UA-5. Period of Performa September 1, 2024 6. Subgrant Payment X Cost Reimburst X Cost Advance I X Cost Advance I Subgrant Payment I I Initial Federal Award Date: September 1, 2024 14. Indirect Cost Rate Charged: \$0.00 ed: B. SOURCE OF FURTHER SOU	4. Grant Identifier (Funding S EMW-2024-UA- 5. Period of Performance: Sta September 1, 2024-August 6. Subgrant Payment Method: X Cost Reimbursement M X Cost Advance Method 8. UEI # - 9. Cong 11. Initial Federal Award Date: September 1, 2024 14: Indirect Cost Rate Charged: \$0.00 ed: B. SOURCE OF FUNDS \$0.00 (1) Federal \$ \$0.00 (2) State \$0.00 \$0.00 (3) Local \$0.00 \$0.00 (4) Other \$0.00 Total: \$ \$0.00 E. TOTAL OF ALL FED MOHS T 0.00 Number of FY19 Grants: \$ TOTAL: \$0.00 program outlined in this Grant Agreement in following sections are attached and incorpo Sub-Recipient Signature Sheet; Project Desi Support Sheet; Agreement of Understanding anditions, and provisions listed in funding geen provided to Sub-Recipient, are also incorrewith. 15. Approval from Sub-Recipient Signature Name:	4. Grant Identifier (Funding Source & Year): EMW-2024-UA- 5. Period of Performance: Start and End Dates: September 1, 2024-August 31, 2027 6. Subgrant Payment Method: X Cost Reimbursement Method X Cost Advance Method 8. UEI #- 11. Initial Federal Award Date: September 1, 2024 14: Indirect Cost Rate Charged: \$0.00 ed: B. SOURCE OF FUNDS C. MATCH \$0.00 (1) Federal \$ \$0.00 \$0.00 (2) State \$0.00 \$0.00 \$0.00 (3) Local \$0.00 \$0.00 \$0.00 (4) Other \$0.00 \$0.00 Total: \$ \$0.00 \$0.00 E. TOTAL OF ALL FEDERAL GRANTS MOHS TO AGENCY: 0.00 Number of FY19 FY20 Grants: \$ TOTAL: \$0.00 \$0.00 program outlined in this Grant Agreement in accordance with al following sections are attached and incorporated into this Ag Sub-Recipient Signature Sheet; Project Description; Goals as Sub-Recipient Signature Sheet; Project Description; Goals as een provided to Sub-Recipient, are also incorporated into this a rewith. 15. Approval from Sub-Recipient Signature Date Name:	

FY24 HOMELAND SECURITY NON-PROFIT GRANT PROJECT DESCRIPTION

The Mississippi Office of Homeland Security grant program are provided by Federal grant funds assist local, state, and tribal efforts in obtaining the resources required to support the National Preparedness Goal's 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 grants and operation programs, along with training and exercises developed during the grant year. All programs will utilize risk assessments, data, and community knowledge to target and deploy resources that are community and state-wide threats and hazards.

FY24 HOMELAND SECURITY NON-PROFIT PROJECT GOALS AND OBJECTIVES

PROJECT:

Strengthen the nation's communities against terrorist attacks.

GOAL:

Increase community participation with community partners to prevent, protect against, respond to, and recover from Terrorism incidents and attacks.

Reduce Mississippi's vulnerability to terrorism through preparedness and protective efforts.

OBJECTIVES:

Provide funding for physical security enhancements and other security-related activities to nonprofit organizations that are at high risk for a terrorist attack.

Seeks to integrate the preparedness activities of nonprofit organizations with broader state and local preparedness efforts.

FY24 PROGRAM MILESTONE SCHEDULE

The program implementation schedule is intended to provide the Sub-Recipient, a proposed list of planned activities, implementation dates, and person responsible for documenting implementation. Program milestones will be provided in the Sub-Recipients quarterly reporting, as to what tasks have been completed and when completed.

1st QUARTER (September, October, November)

- Send the full Grant Agreement with Appendix documents, with authorized signatory signatures to MOHS.
- Complete and submit Environmental Historic Preservation (EHP) Form to MOHS (If required). Please include the EHP form and photographs of the outside of the building, as well as places where equipment will be installed.
- Complete NIMS Training (100, 200, 700 and 800), if not already completed. A copy must be in the Agency file
- Provide Sub-Recipient MAGIC Vendor Number where funds will be disbursed. Funds will be advanced and/or reimbursed to the MAGIC Vendor Number agency provides. It is the agency's responsibility to notify the MOHS of any account changes.

FY24 PROGRAM MILESTONE SCHEDULE

- 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 trainings, 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 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 trainings, 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 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 trainings, 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 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 trainings, 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.

FY24 Mississippi Office of Homeland Security-Non-Profit Cost Summary Support Sheet

2. Sub-Recipient Grant Number:		3. Grant ID: FY24 Non-Profit	4. Beginning: September 1, 2024		5. Ending: August 31, 2025	
6. Activity: Homeland Security Non-Profit Grant Program						
7. Category & Line Item	8. Description of item and/or Basis for Valuation		9. Budget			
			Federal	All Other	Total	
Personal Services-Salary	Management and Ad Exceed \$6,500.00	ministration Salary Costs. Not to	\$6,500.00	\$0.00	\$6,500.00	
Personal Services-Fringe	Management and Administration Fringe Costs. Not to Exceed \$1,000.00		\$1,000.00	\$0.00	\$1,000.00	
Contractual Services			\$0.00	\$0.00	\$0.00	
Travel/Training			\$0.00	\$0.00	\$0.00	
Equipment	Radio 4@ \$250.00 e Access Panel= \$10,0 Fencing \$84,000.00 Bollards \$15,500.00 Fixed Area Lighting	00.00	\$142,500.00	\$0.00	\$142,500.00	
Commodities/Supplies			\$0.00	\$0.00	\$0.00	
Other:			\$0.00	\$0.00	\$0.00	

BUDGET EXAMPLE

TOTALS	\$150,000.00	\$0.00	\$150,000.00

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, and

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. The FY2023 Department of Homeland Security Standard Terms and Conditions, can be found at: https://www.dhs.gov/publication/dhs-standard-terms-and-conditions.

The Fiscal Year (FY) 2024 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 2024 and flow down to subrecipients unless a term or condition specifically indicates otherwise. For federal awards that may involve continuation awards made in subsequent FYs, these FY 2024 DHS Standard Terms and Conditions will apply to the continuation award unless otherwise specified in the terms and conditions of the continuation award. 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 2024 DHS Standard Terms and Conditions are maintained on the DHS website at www.dhs.gov/publication/fy15-dhs- standard-terms-and-conditions.

A. Assurances, 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 by the federal awarding agency.
- B. 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 at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. General Acknowledgements and Assurances
- 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 financial assistance 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 federal awarding agency program guidance.
- V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and

Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs- civil-rights-evaluation-tool. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

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 42 U.S.C. § 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. <u>Best Practices for Collection and Use of Personally Identifiable Information</u>

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. 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. 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 an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 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.)

VIII. 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.

IX. Debarment and Suspension

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 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.

X. 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).

XI. 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 or matching 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 financial assistance award terms and conditions.

XII. 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 an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

XIII. 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.

XIV. 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.)

XV. 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.)

XVI. 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 E.O. 13513.

XVII. 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-air-carriers-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.

XVIII. 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.

XIX. 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.

XX. 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-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

XXI. <u>Lobbying Prohibitions</u>

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 6C.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).

XXII. 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.

XXIII. Nondiscrimination in Matters Pertaining to 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 statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXIV. 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.

XXV. 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 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.

XXVI. 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.

XXVII. 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.

XXVIII. 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.

XXIX. Reporting of Matters Related to Recipient Integrity and Performance

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 Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

XXX. Reporting Subawards and Executive Compensation

For federal awards that equal or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide award term 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.

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

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

i.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;

ii.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 iii. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

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.

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 awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
 - (1) applying the domestic content procurement preference would be inconsistent with the public interest;
 - (2) 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
 - (3) 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.

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. There may be instances where an 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.

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.

XXXII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment CISA.

XXXIII. Terrorist Financing

Recipients must comply with E.O. 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 E.O. and laws.

XXXIV. Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.

XXXV. Universal Identifier and System of Award Management

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

XXXVI. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXVII. <u>Use of DHS Seal, Logo and Flags</u>

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.

XXXVIII. Whistleblower Protection Act

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

Certifications Regarding Lobbying; Debarment, Suspension, and other Responsibility Matters; Drug-Free Workplace Requirements; Procurement; Organizational and Financial Requirement; following Sub-Recipient Procedures: Disclosures: Disclosure of Information and Conflict of Interest

Sub-Recipients should refer to the regulations cited below to determine the certification to which they are required to attest. Sub-Recipients should also review the instructions for certification included in the regulations before completing this form. Signature of this agreement provides for compliance with certification requirements under 10 CFR Part 601 "New Restrictions on Lobbying," and 10 CFR Part 1036 "Government wide Debarment and Suspension (Nonprocurement) and Government wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the State determines to award the covered transaction, grant, or other agreement.

1. Lobbying

As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperating agreement over \$ 100,000, as defined at 44 CFR Part 18, the applicant certifies that:
(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting 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 the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

- (b) If any other funds than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. Debarment, Suspension, and Other Responsibility Matters

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 3. Applicable CFR's and Federal Executive Orders 12549 and 12689 prohibit non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and non-procurement transactions such as grants or cooperative agreements. By signing this Agreement, the Subgrantee agrees it will verify the status of potential vendors prior to any federal funds being obligated to prevent any debarred or suspended agencies or vendors from receiving federal funds. The Subrecipient can confirm the status of potential vendors by conducting a search on the System for Award Management (SAM) website (https://www.sam.gov/portal/public/SAM/). At this time, DPS does not require Subrecipients to submit proof of verification with any reimbursement request; however, the Subrecipient must maintain this information, in the form of a screen print, with other grant documentation. This documentation shall be available for review per Attachment C.

3. Drug-Free Workplace

This certification is required by the Drug-Free Workplace Act of 1988 (Pub.L. 100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990.

The Subrecipient will or will continue to provide a drug-free workplace by:

- 1. Maintaining a Zero Tolerance Drug Policy.
- 2. Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 3. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace.
- 4. Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace.
 - (b) The Subrecipient's policy of maintaining a drug-free workplace.
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - (e) Including the provisions of the foregoing clauses in all third-party contracts, subcontracts, and purchase orders that exceed ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each

4. Procurement:

The Subrecipient agrees to abide by their respective procurement rules, policies, and/or procedures as outlined in 2 CFR §§ 200.317 to 200.326.

- 1. Subrecipient must comply with proper competitive bidding procedures as required by the applicable federal and state rules.
- 2. The subrecipient entity must maintain written standards of conduct covering conflict of interest and governing the actions of its employees and engaged in selection, award, and administration of contracts.
- 3. The subrecipient must take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are reused when possible. Please see 2 CFR § 200.321 for the affirmative steps that must be taken.

5. Organizational and Financial Requirement:

- 1. All Subrecipients are required to establish and maintain accounting systems and financial records to accurately account for funds awarded to them. Determining allowability of costs claimed will be consistent with the requirements of the grant award and its applicable regulations.
 - a. Subrecipients have the responsibility to employ the organizational and management techniques necessary to assure proper administration and cost allocation, including accounting, budgeting, reporting, auditing, and other review controls.
 - b. All Subrecipients will accept responsibility for expending and accounting for funds in a manner consistent with an approved project, plan and or program as evidenced by their acceptance of an Agreement award by the Department of Public Safety; Policies, procedures, reporting requirements or other special conditions established by the appropriate Federal agency, if applicable, and the Department of Public Safety.
- 2. Subrecipients must have an adequate system of internal controls which:
 - a. Presents, classifies, and retains all detailed financial records related to the Agreement award. Financial records must be retained by the Subrecipient and be available for review for a period of three (3) years after the expiration of the grant period except those records must be retained until completion or resolution of all issues arising from audit, litigation or claims started before the expiration of the three-year period, whichever is later.
 - b. Provides reasonable assurance that Federal awards are managed in compliance with Federal statutes, regulations, and the terms and 4 2 CFR § 200.318(c)(1) conditions. These internal controls should be in compliance with the guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
 - c. Provides information for planning, control, and evaluation of direct and indirect costs.
 - d. Provides cost and property control to ensure optimal use of the grant funds; Controls funds and other resources to ensure that the expenditure of grant funds and use of any property acquired under the grant are in conformance with established guidelines and policies.

3. Notification of Organizational Changes Required:

- a. The recipient shall provide DPS written notification within 30 days should any of the following events occur:
 - i. having new or substantially changed systems
 - ii. having new compliance personnel
 - iii. loss of license or accreditation to operate program
 - iv. organizational restructuring

6. Following Subrecipient Procedures:

The undersigned certifies that the Subrecipient organization has in place standard policies and procedures that govern the Subrecipient's payroll, purchasing, contracting and inventory control in accordance with 2 CFR 225, Appendix A, Section C 1.e or 2 CFR 200.302. The undersigned further certifies that the Subrecipient organization will use those policies and procedures for any approved expenditure under this Agreement and for any equipment purchased with Agreement funds. The undersigned also agrees to make the policies and procedures available for examination by any authorized representatives of the State or Federal Government. This does not relieve the Subrecipient from requirements of federal financial management, requirements in:

(a) 2 CFR 200 § 302 Financial Management

7. Disclosure of Information:

Any confidential or personally identifiable information (PII) acquired by subrecipient during the course of the subgrant shall not be disclosed by subrecipient to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever without the prior written consent of the Department of Public Safety either during the term of the Agreement or in the event of termination of the Agreement for any reason whatsoever. Subrecipient agrees to abide by applicable federal regulations regarding confidential information and research standards, as appropriate, for federally supported projects.

8. Conflict of Interest

Subgrantee/Contractor covenants that, to the best of its knowledge, no person under its employ, including subcontractors, who presently exercises any functions or responsibilities in connection with Board, Department, or projects or programs funded by Board or Department, has any personal financial interest, direct or indirect, in this Subgrant Agreement /Contract.

- 1. Subgrantee/Contractor further covenants that in the performance of Subgrant Agreement/Contract, no person having such conflicting interest shall knowingly be employed by Subgrantee/Contractor.
- 2. Any such interest, on the part of Subgrantee /Contractor or its employees, when known, must be disclosed in writing to Department.

9. Prohibition on certain telecommunications and video surveillance services or equipment

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - (1) Procure or obtain.
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

- (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- (c) See Public Law 115-232, section 889 for additional information. (d) See also §200.471.

FEMA Standard Terms and Conditions

FISCAL YEAR 2023 FEMA STANDARD TERMS AND CONDITIONS

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

Release Date: Mar 8, 2023*

*Please note that at the time of Award Development these had not been updated by FEMA for FY24.

FEMA standard terms and conditions are updated each fiscal year (FY). This Fact Sheet displays the FEMA standard terms and conditions for FY 2023. These standard terms and conditions apply to all non-disaster financial assistance awards funded in FY 2023.

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 FY24 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 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. Sub-Recipient shall comply with the Single Audit Act of 1996 and 2 CFR 200.501. Copies of audit reports when issued and provide audit findings to the MOHS. Copies will be made available, as needed.
- 7. The Authorized Signatory 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.
- 8. 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:

- 9. Grant funds expended <u>prior</u> 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.
- 10. 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.
- 11. Sub-Recipient shall comply with cost-sharing requirements of the awarded grant, if applicable.
- 12. 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.
- 13. Sub-Recipient shall establish and maintain a proper accounting system to record expenditures 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.
- 14. Sub-Recipients shall provide all required financial and program documentation to meet the terms and conditions of receiving Federal and State assistance.
- 15. 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.
- 16. Sub-Recipient **shall return** to the State, within thirty (30) days of such 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.
- 17. All radios and radio communications purchased with grant funds should be APCO 25 compliant and follow the Project 25 suite of standards for voice and low-moderate speed data interoperability.
- 18. 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.
- 19. 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 the FEMA AEL or without prior approval, will be disallowed.
- 20. Position descriptions are required for each person being paid with grant funds. Organizational charts identifying grant funded position(s) are also required.

- 21. 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.
- 22. 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.

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 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 on 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 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 were 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 responsibility. Methods to ensure compliance for 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 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. All property and equipment acquired with grant funds must be tagged and tracked using an inventory management system.
- 39. Sub-Recipient's requests for advance of funds to support purchases of equipment or other expenditures must be requested in writing to the MOHS explaining the justification for the request. Reasons, i.e., shortage of local funds or items not contained in the current annual jurisdictional budget must be accompanied by supporting documentation.
- 40. 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.
- 41. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two (2) years for the useful life of the property.

Monitoring:

- 42. Pursuant to Federal guidelines (2 CFR§200.328-329), the State has developed a plan for evaluating all projects. Each Sub-Recipient <u>may be required</u> 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.
- 43. 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 timetable follow-up will be given.
- 44. 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.

Other Provisions:

- 45. 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.
- 46. 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.
- 47. 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.
- 48. 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.

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-RECIPIENTS:

As the Authorized Official for, **1. Anytown Church** (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.

ATTESTS:	
2. Chris Watkins	4. 9/10/2024
Authorized Signatory Official's Signature: (Sub-Recipient)	Date:
3. Chris Watkins	5. Reverend
Authorized Signatory Official's Printed Name:	Organizational Title:

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

By: Pete Banks Date: 9/1/2024

Executive Director/SAA

SUB-RECIPIENT:

Mississippi Office of Homeland Security

1. Name of Sub-Recipient

UEI Number: 5. 5H41P26Y4MH9

- 2. Authorized Signatory Officials Signature
- 3. Printed Name of Authorized Signatory Official
- 4. Date of Signature
- 5. Title of Authorized signatory Official
- 6. UEI Number

Grant Agreement Certifications

Below please assign **three (3) separate persons** 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 grant funded cannot be an authorized official on the grant without the written approval of the Executive Director.

Agency Name: Anytown Church Grant Number: 24NP234

Agency Address: 123 Main Street Anytown, MS 39541

Agency Phone Number: 662-874-1422 Agency Fax Number: 662-888-5412

Sub-Recipient Grant Administrator 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: Paula Smith Title: Secretary

(Designated Sub-Recipient Grant Administrator)

Phone Number: 662-874-1446 (The Number where we can reach the SGA)

Email Address: churchsecretary@anytownchurch.com (Email address where we can reach the SGA)

Signature of Sub-Recipient Grant Administrator: Paula Smith

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: Patricia Harris Title: Financial Clerk

(Sub-Recipient Financial Officer)

Phone Number: 662-874-1447 (The Number where we can reach the Financial Person)

Email Address: financialguru@anytown.gov (Email where we can reach the Financial Person)

Signature of Sub-Recipient Financial Officer: Patricia Harris

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: Chris Watkins Title: Reverend

(Grant Authorized Signatory Official)

Phone Number: 662-874-1448 (The Number where we can reach the Signatory Official)

Email Address: reverendofanytownchurch@anytown.gov

Signature of Authorized Signatory Official: Chris Watkins

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.

The Anytown Church will use the approved federal grant funds to work within our local community and provide additional security features within our church to harden security for our congregation and community.

Funds will be used to provide the agency with needed equipment for security hardening. Equipment will be ordered within the 1st quarter and will follow all federal and state procurement guidelines. The agency will work with the MOHS to secure reimbursement once the equipment is received.

The agency will prepare all the required Quarterly Reimbursements Claims and Reports, as required. These reports will be filled out and will provide information needed on the agency program and activities. The SGA will be responsible for preparing and submitting all required reports.

The funding for radios will help increase the responsiveness and communication capability that the agency identified through gap analysis. The agency will use the funds to provide lighting in the parking lot and around the building to increase visibility. Bollards will be placed in front of the church to reduce vehicle impact to the front of the building. Access Panels will be installed throughout the church to reduce accessibility. Fencing will be added to the children's play area to keep children safe and reduce the number of outside people entering the grounds.

Federal Funding Accountability and Transparency Act (FFATA) Compliance Form

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	Inform	nation:
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Agency Name	Anytown Church
City	Anytown
Zip Code +4 Digits (Required)	39541-9999
Unique Entity Identification (UEI) #	5H41P26Y4MH9
Amount of Award:	\$150,000.00

	More	than 8	sation Information: Answer	ion's annual)
			(If No, stop, proceed to Sect					
2.		Yes (enue exceeds twenty-five (2 If Yes, proceed to Question (If No, stop, proceed to Sec	3)	ollars.			
3.	(SEC)	report Yes (on information is not public ting, or any other source. (If If Yes, proceed to Table) (If No, stop, proceed to Sect	other, please		_		nge Commission
			Names and Salary	of Organizat	ions Top Five	(5) Executiv	ves (By Salary)	
			First and Last Name	- G	Title	` '	Annual Salary	
	1							
	2	2.						
	3	3.						
	4	ŀ.						

Section 3: Certification of Information:

5.

I certify that the above information is true and accurate.

Chris Watkins	9/15/2024
Authorized Signatory Official (Signature)	Date
Chris Watkins Authorized Signatory Official (Printed Name)	Reverend Title



Other Award Packet Documents

Required Document to be Submitted:

- Orientation Acknowledgement Form
- Environmental Historic Preservation Screening Form (EHP), if applicable



FY24 Homeland Security Grant Program Orientation Acknowledgment Form

By signing this Orientation Acknowledgment form, I acknowledge that I have received and viewed a copy of the FY24 Mississippi Office of Homeland Security (MOHS)-Homeland Security Non-Profit Grant Program (HSGP) Orientation documents.

I understand and agree that it is my responsibility to read, understand and follow all guidance set forth in the grant award and the grant program documents.

I acknowledge that if I have any questions, comments or concerns related to the grant award documents or grant program documents, I am encouraged to discuss matters with MOHS staff and seek guidance and technical assistance.

Date: August 15, 2024

Name: Paul Smith

Signature: Paul Smith

Agency Name: Anytown Church

Please return this form to: MOHS Grants: mohsgrants@dps.ms.gov

Form can be returned during Implementation or with Award Packet

Environmental Historic Preservation Screening Form (If Applicable)

Once the Environmental Historic Preservation Screening Form is filled out, please return to MOHS Grants: mohsgrants@dps.ms.gov

EHP's will be forwarded to FEMA and will go through the review process. The review process can take up to 6-9 months to complete. No work, activities, or purchasing of equipment can be started or performed until the EHP is completed and approved by FEMA. If work, purchases, or activities do proceed without the EHP, these costs will be unallowable.

- Projects should require Flood Zone Notices
- Special Conditions

Items Needed:

- Screening Form
 - o Include Address and Latitude/Longitude Coordinates
 - o Detailed Description
- Specifications of Equipment (If Available)
 - Product Brochures
- Pictures:
 - o Detailed pictures of where the items will be located.
 - o Detailed pictures of building where the items will be located.
 - o Inside and Exterior Pictures.
 - o Street Views of where items will be located (LPR)
 - Overhead views of location (Google Earth)
 - o Camera's: If you are installing cameras
 - Pictures of EVERY location of the camera.
 - Picture of the type of cameras
- Details: Can be provided on additional sheets
 - o Tree Removal:
 - Root balls Removed?
 - Removal Process?
 - Debris Staging?
 - Exterior Lighting
 - Pictures of Lights
 - Will lights be attached to building on or light poles?
 - Will poles be new or existing?
 - How will electrical be provided to pole?
 - o Fencing:
 - Material of the fence
 - Details of the fence (Type, Length, Material)
 - Ground Disturbance Dimensions
 - How deep will the fence be installed?
 - Will fill dirt be used?

Environmental and Historic Preservation Screening Form Grants will have a EHP Form Required (If Applicable)

DHS Grant Award Number: EMW-202X-XX-XXX Grant Program: Homeland Security Non-Profit Grant Program Grantee: Mississippi Office of Homeland Security Grantee POC: MOHS Grants Department Mailing Address: E-Mail: Sub-Grantee: 1. Sub-Grantee POC: 2. Mailing Address: 3. E-Mail: 4. Estimated cost of project: 5.	SECTION A. PROJECT	INFORMATION
Grantee: Mississippi Office of Homeland Security Grantee POC: MOHS Grants Department Mailing Address: E-Mail: Sub-Grantee: 1. Sub-Grantee POC: 2. Mailing Address: 3. E-Mail: 4.	DHS Grant Award Number	EMW-202X-XX-XXX
Grantee POC: MOHS Grants Department Mailing Address: E-Mail: Sub-Grantee: 1. Sub-Grantee POC: 2. Mailing Address: 3. E-Mail: 4.	Grant Program:	Homeland Security Non-Profit Grant Program
Mailing Address: E-Mail: Sub-Grantee: 1. Sub-Grantee POC: 2. Mailing Address: 3. E-Mail: 4.	Grantee:	Mississippi Office of Homeland Security
E-Mail: Sub-Grantee: 1. Sub-Grantee POC: 2. Mailing Address: 3. E-Mail: 4.	Grantee POC:	MOHS Grants Department
Sub-Grantee: 1. Sub-Grantee POC: 2. Mailing Address: 3. E-Mail: 4.	Mailing Address:	
Sub-Grantee POC: 2. Mailing Address: 3. E-Mail: 4.	E-Mail:	
Mailing Address: 3. E-Mail: 4.	Sub-Grantee:	1.
E-Mail: 4.	Sub-Grantee PO0	2:2.
	Mailing Address:	3.
Estimated cost of project: 5.	E-Mail:	4.
	Estimated cost of project:	5.
	Project title: 6.	
Project title: 6.	Project location (physical a	ddress or latitude-longitude): 7.
Project title: 6. Project location (physical address or latitude-longitude): 7.	proposed, where it is pro accomplish (the purpose),	posed, how it will be implemented. Include a brief and the reason the project is needed. Use additional
,	8.	

- 1. Sub-Grantee: Please include name of agency, district, or non-profit organization.
- 2. Sub-Grantee POC: Please include the name of the person that is the main Point of Contact (POC) for the grant.
- 3. Mailing Address: Please include the physical mailing address for the location of the project.
- 4. Email: Please include the email address for the POC of the project.
- 5. Estimated Cost of the Project: Please include the amount of the grant.
- 6. Project Title: Provide a title for the project. Ex. New Faith Church
- 7. Project Location: Provide the physical location of the project, please include, if possible, latitude and longitude location.
- 8. Project Description: Please include a description of the project, plans for the project, such as building or installing equipment. Please be as detailed as possible regarding the equipment being installed, reasons for the installation and details that may be pertinent to the project.

Environmental and Historic Preservation Screening Form All Non-Profit Grants will have an EHP Form Required. Some HSGP may require an EHP Submission.

ECTION B. PROJECT TYPE			
Based on the proposed project activities, determine which project type applies below and complete the corresponding sections that follow. For multi-component projects or those that may fit into multiple project types, complete the sections that best apply and fully describe all major components in the project description. If the project involves multiple sites, information for each site (such as age of structure, ocation, ground disturbance, etc.) must be provided. Attach additional pages to this submission, if needed.			
1. Purchase of equipment. Projects in this category involve the purchase of equipment that will require installation on or in a building or structure. Complete other portions of Section B as needed. Complete Section C.1.			
Training and exercises. Projects in this category involve training exercises with any field-based components, such as drills or full-scale exercises. Complete Section C.2.			
Renovations/upgrades/modifications or physical security enhancements to existing structures. Projects in this category involve renovations, upgrades, retrofits, and installation of equipment or systems in or on a building or structure. Examples include, but are not limited to: interior building renovations; electrical system upgrades; sprinkler systems; vehicle exhaust systems; closed circuit television (CCTV) cameras; security fencing; access control for an area, building, or room; bollards; motion detection systems; alarm systems; security door installation or upgrades; lighting; and audio-visual equipment (projectors, smart boards, whiteboards, monitors, displays, and projector screens). Complete Section C.3.			
Generator installation. Projects in this category involve installation of new or replacement generators, to include the concrete pads, underground fuel and electric lines, and if necessary, a fuel storage tank. Complete Section C.4.			
New construction/addition. Projects in this category involve new construction, addition to, or expansion of a facility. These projects involve construction of a new building, or expansion of the footprint or profile of a current structure. Complete Section C.5.			
Communication towers, antennas, and related equipment. Projects in this category involve construction of new or replacement communications towers, or installation of communications-related equipment on a tower or building or in a communications shelter or building. Complete Section C.6.			
Other. Projects that do not fit in any of the categories listed above. Complete Section C.7.			

Please review Section B and mark the number on the left to which your project best fits for this EHP submission. In most cases, the selection will be number (1) one and (3) three.

Environmental and Historic Preservation Screening Form

SECTION C. PROJECT TYPE DETAILS	
Check the box that applies to the proposed project and complete the corresponding	ng details.
Purchase of equipment. If the entire project is limited to purchase of needed, this form does not need to be completed and submitted.	of mobile/portable equipment and there is no installation
a. Specify the equipment, and the quantity of each:	
b. Provide the Authorized Equipment List (AEL) number(s) (if known):	
c. Complete Section D.	
Training and exercises. If the training is classroom and discussion-bat to be completed and submitted.	ised only, and is not field-based, this form does not need
 Describe the scope of the proposed training or exercise (purpose, materia type of a activities required): 	als, and
b. Provide the location of the training (physical address or latitude-longitude)):
c. Would the training or exercise take place at an existing facility which has eprocedures for that particular proposed training or exercise, and that confoliand use designations?	
 If yes, provide the name of the facility and the facility point of contact (name, telephone number, and e-mail address): 	
 If no, provide a narrative description of the area where the training or exercise would occur (e.g., exercise area within four points defined by latitude/longitude coordinates): 	
 Does the field-based training/exercise differ from previously permitted training or exercises in any way, including, but not limited to frequency, amount of facilities/land used, materials or equipment used, number of participants, or type of activities? 	
 If yes, explain any differences between the proposed activity and those that were approved in the past, and the reason(s) for the change in scope: 	
 If no, provide reference to previous exercise (e.g., FEMA grant name, number, and date): 	
d. Would any equipment or structures need to be installed to facilitate training?	
If yes, complete Section D	
3. Renovations/upgrades/modifications, or physical security enhancements to existing structures. If so, Complete Section D.	
4. Generator installation.	
a. Provide capacity of the generator (kW):	
b. Identify the fuel to be used for the generator (diesel/propane/natural gas):	
 Identify where the fuel for the generator would be stored (e.g. stand-alone tank, above or below ground, or incorporated in generator): 	
d. Complete Section D.	
5. New construction/addition.	
 a. Provide detailed project description (site acreage, new facility square footage/number of stories, utilities, parking, stormwater features, etc): 	
b. Provide technical drawings or site plans of the proposed project:	Attached
c. Complete Section D.	
6. Communication towers, antennas, and related equipment.	
 a. Provide the current net height (in feet above ground level) of the existing tower or building (with current attached equipment): 	
 Provide the height (in feet above ground level) of the existing tower or building after adding/replacing equipment: 	

Please review Section C and fill out the sections that best fit the project. In most cases, it will be section (1) one.

Environmental and Historic Preservation Screening Form

Section 6 D: Will only be filled out for new construction or communication towers.

SECTION D. PROJECT DETAILS

Cor	mplete all of the information requested below.		
1.	Project Installation		
	Explain how and where renovations/upgrades/modifications would take place, or where equipmed installed:	ent/systems wil	l be
	b. Would ground disturbance be required to complete the project or training?	Yes	☐ No
	 If Yes, provide total extent (depth, length, and width) of each ground-disturbing activity. Include be For example, light poles and fencing have unique ground-disturbing activities (e.g., six light poles, trenching 12" x 500' x 18" deep; 22 fence posts, 12" diameter x 3' deep, and 2 gate posts, 18" dia 	, 24" dia. x 4' d	еер;
	If yes, describe the current disturbed condition of the area (e.g., parking lot, road right-of-way, commercial development):		
	c. Would the equipment use the existing infrastructure for electrical distribution systems?	Yes	☐ No
	If no, describe power source and detail its installation at the site:		
2.	Age of structure/building at project site		
	Provide the year existing building(s) or structure(s) on/in/nearest to the location involved in the proposed project was built:		
	 If the building or structure involved is over 45 years old and significant renovation, rehabilitation, or modification has occurred, 		
	provide the year(s) modified and briefly describe the nature of the modification(s):		
	b. Are there any structures or buildings that are 50 years old or older in or adjacent to the project area?	Yes	□ No
	If yes, provide the location of the structure(s), ground-level color photographs of the structure(s), and identify their location(s) on an aerial map:		
	c. Is the project site listed in the National Register of Historic Places (National Register), or in/near a designated local or National Register Historic District? The internet address for the National Register is: http://nrhp.focus.nps.gov/	Yes	□ No
	If yes, identify the name of the historic property, site and/or district and the National Register document number:		

Fill out as much detail as possible, to describe the installation and structure of where the equipment will be installed.

Environmental and Historic Preservation Screening Form

3.		Site photographs, maps and drawings		
	a.	Attach site photographs. Site photographs are required for all projects. Use the following as a checklist for photographs of your project. Attach photographs to this document or as accompanying documents in your submission.		
	•	Labeled, color, ground-level photographs of the project site:	Required	
	•	Labeled, color photograph of each location where equipment would be attached to a building or structure:	Required	
	•	Labeled, color aerial photographs of the project site:	Required	
	•	Labeled, color aerial photographs that show the extent of ground disturbance (if applicable):	Attached	
	•	Labeled, color ground-level color photographs of the structure from each exterior side of the building/structure (applicable only if building/structure is more than 45 years old):	Attached	
	b.	Are there technical drawings or site plans available?	Yes	☐ No
	•	If yes, attach:	Attached	
		Appendix A has guidance on preparing photographs for EHP rev	dam	
		Appendix A has guidance on preparing photographs for Ene rev	riew	
4.		Environmental documentation	riew	
4.	a.		Yes	□ No
4.	a.	Environmental documentation Is there any previously completed environmental documentation for this project at this proposed project site (e.g., Environmental		□ No
4.		Environmental documentation Is there any previously completed environmental documentation for this project at this proposed project site (e.g., Environmental Assessment, or wetland delineation, or cultural/archaeological study)?	Yes	□ No
4.		Environmental documentation Is there any previously completed environmental documentation for this project at this proposed project site (e.g., Environmental Assessment, or wetland delineation, or cultural/archaeological study)? If yes, attach documentation with this form: Is there any previously completed agency coordination for this project (e.g., correspondence with the U.S. Fish and Wildlife Service, State	Yes Attached	
4.	• b.	Environmental documentation Is there any previously completed environmental documentation for this project at this proposed project site (e.g., Environmental Assessment, or wetland delineation, or cultural/archaeological study)? If yes, attach documentation with this form: Is there any previously completed agency coordination for this project (e.g., correspondence with the U.S. Fish and Wildlife Service, State Historic Preservation Office, Tribal Historic Preservation Office)?	Yes Attached Yes	
4.	• b.	Environmental documentation Is there any previously completed environmental documentation for this project at this proposed project site (e.g., Environmental Assessment, or wetland delineation, or cultural/archaeological study)? If yes, attach documentation with this form: Is there any previously completed agency coordination for this project (e.g., correspondence with the U.S. Fish and Wildlife Service, State Historic Preservation Office, Tribal Historic Preservation Office)? If yes, attach documentation with this form:	Yes Attached Yes Attached	□ No
4.	• b.	Environmental documentation Is there any previously completed environmental documentation for this project at this proposed project site (e.g., Environmental Assessment, or wetland delineation, or cultural/archaeological study)? If yes, attach documentation with this form: Is there any previously completed agency coordination for this project (e.g., correspondence with the U.S. Fish and Wildlife Service, State Historic Preservation Office, Tribal Historic Preservation Office)? If yes, attach documentation with this form: Was a NEPA document prepared for this project?	Yes Attached Yes Attached	□ No
4.	• b.	Environmental documentation Is there any previously completed environmental documentation for this project at this proposed project site (e.g., Environmental Assessment, or wetland delineation, or cultural/archaeological study)? If yes, attach documentation with this form: Is there any previously completed agency coordination for this project (e.g., correspondence with the U.S. Fish and Wildlife Service, State Historic Preservation Office, Tribal Historic Preservation Office)? If yes, attach documentation with this form: Was a NEPA document prepared for this project? If yes, what was the decision? (Check one, and please attach):	Yes Attached Yes Attached	□ No
4.	• b.	Environmental documentation Is there any previously completed environmental documentation for this project at this proposed project site (e.g., Environmental Assessment, or wetland delineation, or cultural/archaeological study)? If yes, attach documentation with this form: Is there any previously completed agency coordination for this project (e.g., correspondence with the U.S. Fish and Wildlife Service, State Historic Preservation Office, Tribal Historic Preservation Office)? If yes, attach documentation with this form: Was a NEPA document prepared for this project? If yes, what was the decision? (Check one, and please attach): Finding of No Significant Impact (FONSI) from an Environmental Assessment (EA) or	Yes Attached Yes Attached	□ No

Please fill out Section 3, with site photographs, maps and or drawings.

Environmental and Historic Preservation Screening Form Guidance on Providing Photographs for Site Location and Equipment Installations

Appendix A. Guidance for Supporting Photographs for EHP Grant Submissions

Photographs are a vital component of the EHP review process and add an additional level of understanding about the nature and scope of the project. They also provide pre-project documentation of site conditions. Please follow the guidance provided below when preparing photographs for your EHP submission. The following pages provide examples of best practices used in earlier EHP submissions.

Minimum requirements for photographs

- 1. Photographs should be in color.
- 2. Label all photographs with the name of facility, location (city/county, state) and physical location (physical address or latitude-longitude).
- 3. Label the photographs to clearly illustrate relevant features of the project, such as location of installed features (e.g., cameras, fences, sirens, antennas, generators) and ground disturbance. See examples below.
- 4. Identify ground disturbance. Adding graphics to a digital photograph is a means to illustrate the size, scope and location of ground disturbing activities.

Best Practices

- 1. Provide photographs in a separate file.
- 2. Place no more than 2 pictures per page.
- 3. Compressing pictures files (such as with Microsoft Picture Manager)1 or saving the file in PDF format will reduce the size of the file and facilitate e-mail submissions.
- Identify the photograph file with the project name so that it can be matched to the corresponding FEMA EHP screening form.
- 5. Maximum file size for enclosures should not exceed 12 MB. If the total size of files for an EHP submission exceeds 12 MB, send the submission in multiple e-mails.
- 6. If necessary, send additional photographs or data in supplemental e-mails. Please use the same e-mail subject line with the additional label: 1 of x, 2 of x, . . . x of x.

Options for Creating Photographs

- Obtain an aerial photo. There are multiple online sources for aerial photographs.
- 2. For the aerial photo, use the screen capture feature (Ctrl + Print Screen keys) and copy the image to photo editing software, such as Paint, or PhotoShop.1 Use that software to crop the image so the photo has the content necessary.
- 3. Open PowerPoint, or other graphics-oriented software, and paste the aerial or ground-level photograph on the canvas.
- 4. Use drawing tools, such as line drawing and shapes, to indicate the location of project features (for example: fencing, lighting, sirens, antennas, cameras, generators).
- 5. Insert text to label the features and to label the photograph.
- 6. Use drawing tools to identify ground-disturbing activities (if applicable).
- 7. Save the file with the project name or grant number so that it can be appropriately matched to the corresponding FEMA EHP screening form. Include this file with the EHP screening when submitting the project.

Examples of Labeling for EHP Submission

Ground-level photographs. The groundlevel photograph in Figure 2 supplements the aerial photograph in Figure 1, above. Combined, they provide a clear understanding of the scope of the project. This photograph has the name and address of the project site, and uses graphics to illustrate where equipment will be installed.





Figure 2. Example of ground-level photograph showing proposed attachment of new equipment.

Examples of Labeling for EHP Submission

Appendix A. Supporting Photographs for EHP Grant Submissions

Ground-level photograph with equipment close-up. Figure 3 includes a pasted image of a CCTV camera that would be placed at the project site. Using desktop computer software, such as PowerPoint,1 this can be accomplished by inserting a graphic symbol (square, triangle, circle, star, etc.) where the equipment would be installed. This example includes the name and location of the site. The site coordinates are in the degree-minute-second format.

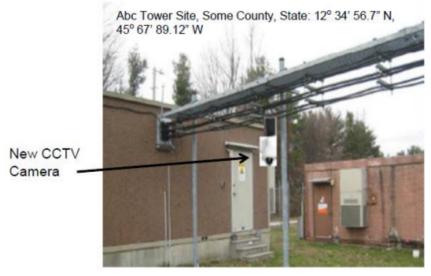


Figure 3. Ground-level photograph with graphic showing proposed equipment installation.

Interior equipment photographs.

The example in Figure 6 shows the use of graphic symbols to represent security features planned for a building. The same symbols are used in the other pictures where the same equipment would be installed at other locations in/on the building. This example includes the name of the facility and its physical address.

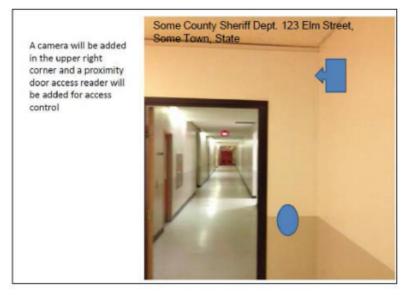
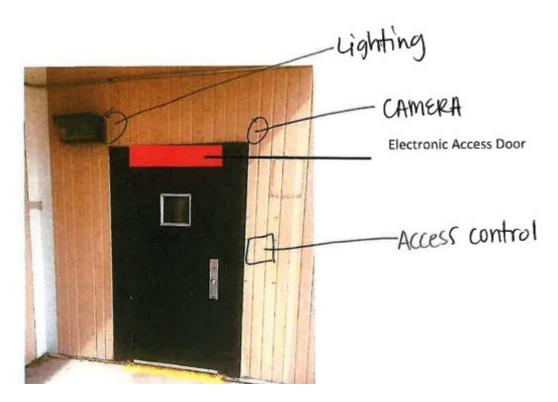


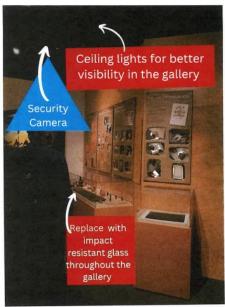
Figure 6. Interior photograph showing proposed location of new equipment.

Examples of Pictures:









Fencing Example:

gle Maps



Imagery ©2022 CNES / Airbus, Maxar Technologies, Map data ©2022

Lipses Imagery ®2022 CNES / Airbus, Maxar Technologies, Ivial usia 2200 € 1375 feet of charlink fencti with 4 swing garas and I walk gare

EHP Checklist

"Yes" indicates that the environmental regulation or statute may apply to your project.

Enviro	onmental Regulation or Statute	Yes	No
Nation	al Historic Preservation Act		
1.A	Would the proposed project affect, or is the proposed project in close proximity to, any buildings or structures 50 years or more in age?		
1.B	Will the proposed project involve disturbance of ground?		
Endan	gered Species Act and Wildlife Coordination Act		
2.A	Are federally listed or endangered species, or their critical habitat, present in or near the project area and, if so, which species are present?		
2.B	Will the proposed project remove or affect vegetation?		
2.C	Is the proposed project in or near (within 200 feet), or likely to affect, any type of waterbody or body of water?		
Clean	Water Act, Rivers and Harbors Act		
3.A	Will the proposed project involve dredging or disposal of dredged material, excavation, the addition of fill material, or result in any modification to water bodies or wetlands designated as "waters of the United States" as identified by the U.S. Army Corps of Engineers or on the National Wetland Inventory?		
Execu	tive Order 11988 (Protection of Floodplains) and Executive Order 11990 (Protection	of Wetla	nds)
4.A	Does a Flood Insurance Rate Map, Flood Hazard Boundary Map, hydrological study, or some other source indicate that the project is located in, or will affect, a 100-year floodplain, a 500-year floodplain (if a critical facility), an identified regulatory floodway, or an area prone to flooding?		
4.B	Is the proposed project located in, or will it affect, a wetland as listed in the National Wetland Inventory?		
4.C	Will the proposed project alter a watercourse, water flow patterns, or a drainage way, regardless of its floodplain designation?		
4.D	Is the proposed project located in, or will it affect, a floodplain or wetland? If yes, the 8-step process summarized in Appendix J must be completed.		
Coasta	al Zone Management Act		
5.A	Is the proposed project located in the State's designated coastal zone?		
Farmla	and Protection Policy Act		
6.A	Will the proposed project convert more than 5 acres of "prime or unique" farmland outside city limits to a non-agricultural use?		
Resou Liabili	rce Conservation Recovery Act and Comprehensive Environmental Response, Com by Act	npensatio	on, and
7.A	Is there reason to suspect there are contaminants from a current or past use on the property associated with the proposed project?		
7.B	Are there are any studies, investigations, or enforcement actions related to the property associated with the proposed project?		
7.C	Will any project construction or operation activities involve the use of hazardous or toxic materials?		

EHP Checklist

EHP Check List

Environmental Regulation or Statute			No
7.D	Are any of the current or past land uses of the property associated with the proposed project or are any of the adjacent properties associated with hazardous or toxic materials?		
Execut	tive Order 12898 (Environmental Justice for Low Income and Minority Populations)		
8.A	Are there any low-income or minority populations in the project's area of effect or adjacent to the project area?		
Other	Environmental/Historic Preservation Laws (including applicable State laws) or Issue	98	
9.A	Are other environmental/historic preservation requirements associated with this project?		
9.B	Are any controversial issues associated with this project?		
9.C	Have any public meetings been conducted, or public comment solicited, on the proposed project?		



Appendix B

Instructions to Complete
Homeland Security Grant
Non-Profit Program
Program Forms

<u>Sub-Recipient Program Manager Workbook:</u> Quarterly Reimbursement Claim and Progress Report

To simplify the grant reimbursement, claim and progress report process, the MOHS has combined all required submission forms into (1) one workbook to claim reimbursement and track progress. There are four (4) quarters that will be required for the FY24 grant year, along with a final closeout form.

Each tab in the workbook corresponds with the quarter that the grant activity should take place. Please see the chart below.

Grant Period	Quarter	Date Report is Due
September 1-November 30	1 st Quarter	December 15 th
December 1-Febraury 28/29	2 nd Quarter	March 15 th
March 1-May 31	3 rd Quarter	June 15 th
June 1-August 31	4 th Quarter	September 15th
Closeout	Closeout	October 15

Each quarter, the Sub-Recipient should fill out the tab that is required for the quarter, prepare all information, provide required documentation, and submit to the MOHS Grant Address:

mohsgrants@dps.ms.gov.

Quarterly Forms are due no later than the 15th day of the following month.

Any Sub-Recipient delinquent in submitting quarterly reports, or incomplete progress reports that lack sufficient detail of progress during the period in question, will be subject to having submitted reimbursement requests delayed. Once completed reports are received, reimbursement requests will be processed.

Reimbursement Conditions: Reimbursement of costs under a MOHS grant is **contingent** upon the following conditions:

- The availability of appropriated funds.
- Actual costs having been incurred (that is, services provided, hours worked, etc.) in accordance with the approved grant agreement and associated budget.
- Compliance with applicable cost principles referenced in the Grant Agreement.

<u>Documentation</u>: The MOHS requires the Sub-Recipient to submit complete documentation for claims with each Quarterly Report submitted. Source documents include time sheets (if applicable), invoices, quotes, proof of payment, and other records of costs incurred. The Quarterly Report must be completed in its entirety.

<u>Advances of Funds</u>: Advances <u>are allowable</u> for HSGP Grants. A HSGP Request Form will be required for an advance, along with required documentation. Once reviewed an advance can be processed. Back-up documentation will be required to clear the advance. Only one advance will be allowed at a time.

Obtaining Claim Forms: All required reporting forms are included in the Orientation packet distributed and can be obtained on the MOHS Grants website.

<u>Missing or insufficient Documentation</u>: Reimbursement claims submitted to the MOHS with missing or insufficient documentation <u>will be returned to the Sub-Recipient</u>. The Program Manager will notify the agency of missing or inaccurate information to be revised and returned.

The Sub-Recipient and all authorized persons listed for the sub-grant will be notified, via email, that the required reports are missing and/or insufficient documentation to rework and resubmit to MOHS email. If any adjustments are made to the Quarterly Report, a copy of the adjusted will be sent to the Sub-Recipient reflecting the changes.

Undocumented items removed from a Quarterly Report will be eligible for payment throughout the grant period pending resubmission with proper documentation.

<u>Authorized Signatures</u>: The following individuals are authorized to sign the Quarterly Reimbursement Claim and Progress Report:

- Quarterly Reimbursement Claim and Progress Report:
 - o Authorized Signatory Official; or
 - o Designated Sub-Recipient Grant Administrator (SGA)

Checklist for submitting the FY24 Quarterly Reimbursement Claim and Progress Reports:				
(1) Salaries and Fringes (If applicable)				
Check Register or copies Payroll Checks				
Timesheets/Activity Sheets				
Hours Breakdown				
(2) Contractual Services: (If applicable)				
Any Documentation Needed to Justify Purchases				
• Copies of all contracts MUST be submitted with 1 st Reimbursement				
• Contracts <u>MUST</u> be within the period of performance				
(3) Training/Travel (If applicable)				
A. Travel Voucher				
B. Any Documentation Needed to Justify Purchases				
(4) Equipment				
A. Inventory Form(s)				
B. Breakdown for Reimbursement				
C. Invoice(s) and Quote(s)				
D. Proof of Payment(s)				
E. Pictures of all Equipment (including all serial numbers)				
F. Any Documentation Needed to Justify Purchases				
(5) Commodities/Supplies: (If applicable)				
Any Documentation Needed to Justify Purchases				
(6) Other Grant Expenses: (If applicable)				
Any Documentation Needed to Justify Purchases				
(7) Check all forms for Signature:				
A. Quarterly Reimbursement Claim and Progress Report				
B. Travel Vouchers				
C. Time Sheets/Activity Sheets				
D. Breakdown for Reimbursement Form				

**Always refer to the Grant Agreement for each claim submitted for reimbursement to verify that the claim for reimbursement is allowable.

Quarterly Reimbursement Claim and Progress Report

Please refer to the chart above for the schedule of reports for submission and the due dates of the reports. Each report has been created for each Quarterly Reimbursement Claim and Progress Report.

*Note: All areas that are shaded have formulas and should be changed or revised.

Contract Information:

Quarterly Reimbursement Claim and Progress Report					
Type of Grant:	Homeland Security Non-Profit Grant Program:				
Agency Quarter of Report	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	
(Please Check Grant Quarter of Report)	X				
Advance or Reimbursement (Please Check Payment Type for Quarter)	Advance		Reimbursement	Х	
Organization Name:	Anytown Church				
Grant Number #:	24NP254				
Reported By:	Paul Smith		Telephone:	662-874-1446	
Date of Report: 12/15/2024		024	Is this the Final Claim? (Y/N)	N	

1st Report:

Agency Quarter: Will already be marked.

Advance or Reimbursement: You will now be able to select which type of payment to be requested.

- Advance: Back-up information is required for an advance. Proof of Payment is not required at the time of the advance but will have to be provided to clear the payment later. Advances are only allowed for cost that can be proven. No Excess funds will be provided.
- Reimbursement: All back-up documentation is provided to include quotes, proof of payment, equipment sheets, etc.

Agency Name: Place the name of the agency in the field.

Grant Number: Place the assigned grant number from the grant award in the field.

Reported by: Place the name of the person that is filling out the report.

Telephone: Place a telephone number where the person filling out the report can best be reached.

Date of Report: Place the date of when the report is submitted.

Final Claim: Place an (Y) for Yes or a (N) for No, in the grant field, only if this is the final submission.

Quarterly Claim:

Quarterly Claim: Please fill out for requested amount of claim.					
	A. Grant Award	B. Funds Spent	C. Grant	D. Total Grant	
	Amount	Through Last	Amount	Funds:	
		Claim	Requested		
	(Amounts Same Each Claim)	(Previous Claim Totals, If Available)			
Personal Services-Salary:	A. Grant Award	B. Funds Spent	C. Grant Amount	\$0.00	
Personal Services-Fringe:	A. Grant Award	B. Funds Spent	C. Grant Amount	\$0.00	
Contractual Services	A. Grant Award	B. Funds Spent	C. Grant Amount	\$0.00	
Training/Travel:	A. Grant Award	B. Funds Spent	C. Grant Amount	\$0.00	
Equipment:	A. Grant Award	B. Funds Spent	C. Grant Amount	\$0.00	
Commodities/Supplies:	A. Grant Award	B. Funds Spent	C. Grant Amount	\$0.00	
Other Grant Expenses:	A. Grant Award	B. Funds Spent	C. Grant Amount	\$0.00	
Total of Reimbursement:	\$0.00	\$0.00	\$0.00	\$0.00	

Financial Documentation Required: Please provide back-up documentation for all request reimbursements to include, but not limited to: timesheets, invoices, purchase orders, cancelled check, proof of payment. If agency has purchased and received equipment during the reporting period, please provide the Equipment Inventory Sheet, along with photographs of equipment purchased.

- A. Grant Amount: Amount Listed from the Grant Award Amounts for each category.
- B. Funds Spend Through Last Claim: Funds spent in the previous quarter. *1st Quarter should be listed as \$0.00.
- C. Grant Amount Requested: Amount requested for current quarter.

Areas that are highlighted have formulas built into the worksheet, the grant will automatically populate the amounts for the Sub-Recipient.

Request for Claim

Reimbursement:

Quarterly Reimbursement Claim:					
	A. Grant Award Amount	B. Cumulative Expenditures Thru Last Claim	C. Grant Reimbursement Amount	D. Cumulative Grant Amount:	
	(Amounts Same Each Claim)	(Previous Claim Totals, If Available)			
Personal Services-Salary:	A.	B.	C.	\$0.00	
Personal Services-Fringe:	A.	B.	C.	\$0.00	
Contractual Services	A.	B.	C.	\$0.00	
Training/Travel:	A.	B.	C.	\$0.00	
Equipment:	A.	B.	C.	\$0.00	
Commodities/Supplies:	A.	B.	C.	\$0.00	
Other Grant Expenses:	A.	B.	C.	\$0.00	
Total of Reimbursement:	\$0.00	\$0.00	\$0.00	\$0.00	

Financial Documentation Required: Please provide back-up documentation for all request reimbursements to include, but not limited to: timesheets, invoices, purchase orders, cancelled check, proof of payment. If agency has purchased and received equipment during the reporting period, please provide the Equipment Inventory Sheet, along with photographs of equipment purchased.

- A. Grant Amount: Amount Listed from the Grant Award Amounts for each category.
- B. Cumulative Expenditures: Funds spent from the previous quarter. *1st Quarter should be listed as \$0.00.
- C. Grant Reimbursement Amount: Amount requested for current quarter.

Areas that are highlighted have formulas built into the worksheet, the grant will automatically populate the amounts for the Sub-Recipient.

Equipment Breakdown for Reimbursement Example

Equipment Breakdown for Reimbursement

For each Quarterly Report/Reimbursement Report, where equipment is requested for reimbursement, please provide the following information.

Vendor & Invoice #	Equipment Description:	Check #	Amount:
Example:			
Motorola INV4587952	5 Motorola MSWin Radios	11532	\$10,000.00
		_	
	Page		
	i age		
Total Reimbursement	Request:		\$0.00
2 om remous sement	are questi		30.00

Each piece of equipment will need to be listed in the Equipment Breakdown. This helps keep the paperwork organized and MOHS can recognize all equipment being requested, along with the payment that is associated with the piece of equipment.

Quarterly Programmatic Report

Fill out the Quarterly Programmatic Report for the quarter that the Agency will be submitting. Each Quarter is personalized for each quarter and the tasks that are required. Equipment should be "in process" with quotes, starting procurement and selection within the 1st Quarter. EHP (if applicable) must be turned in within 1st Quarter.

Quarterly Programmatic Report						
1st Quarter						
Please Mark If Milestones are Incomplete, In Process or Completed/Not Applicable	Incomplete	In Process	Complete/Not Applicable			
Send the full Grant Agreement with Appendix documents, with authorized signatory signatures to MOHS.						
Completed Environmental Historic Preservation Form and submit to MOHS.						
Is your SAMS Registration UEI Active?						
Complete NIMS Training (100, 200, 700 and 800). (Recommended)						
Provide Sub-Recipient MAGIC Vendor Number where funds will be disbursed. Funds will be advanced and/or reimbursed to the MAGIC Vendor Number agency provides. It is the agency's responsibility to notify the MOHS of any account changes.						
Provide Sub-Recipient MAGIC Vendor Number where funds will be disbursed. Funds will be advanced and/or reimbursed to the MAGIC Vendor Number agency provides. It is the agency's responsibility to notify the MOHS of any account changes.						
Solicit quotes and/or bids for equipment. (If equipment is over \$5,000.00, two (2) quotes are						
Review proposals, quotes, bids and select vendors. DO NOT PURCHASE Until FEMA APPROVAL RECEIVED!						
Purchase approved equipment during 1st quarter for the grant year. If unable, please provide justification						
Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary. Did you attend MOHS NP Grant Implementation / Orientation?						

If the agency has completed "Other Grant Activities", please provide a description of activities performed.

Quarterly Programmatic Report

The following questions on the Quarterly Report should not be left blank and not filled in. There should be responses into each question.

	y changes/modifications to the original objectives? If yes, will these changes/modifications prevent your mpleting this project within the approved grant performance period?
Please include inform leave a blank.	ation regarding any changes or modifications to the original objective of the grant. Please do not
List any jurisdiction Finance Staff, etc.	al changes for authorized persons involved in completing this project. Can include: Program Manager,
Please include any inf	Formation regarding any changes to authorized persons on the grant. Please do not leave a blank.
List any MOHS Grant	Training or Exercises that Agency participated in during the Quarter:
Please list any trainin	g or exercises that the Agency participated in during the quarter. Please do not leave a blank.
	nges or delays encountered related to grant funded activities during reporting period.
Please list any challer period. Please do not	ges or delays that the agency may have encountered related to grant activities during the grant leave a blank.
Please describe	e any success stories related to grant funded activities during current or previous reporting period.
Please include and su	ccesses that your agency has experienced during the current or previous reporting period. Please

not leave a blank.

Quarterly Programmatic Report

The following questions on the Quarterly Report should not be left blank and not filled in. There should be responses into each question.

Describe in detail the Progr	ess of this Grant Quarter.		
Please include information regolank.	garding details on the progress of	of the grant during the grant of	quarter. Please do not leave a
Anticipated Closeout Date.			
Please include information of	on the anticipated date that the	ne agency will close out gr	ant.
Describe Activities Left to C	Complete.		
Provide information on any payment.	activities that are left to be c	completed on the grant. Ex	. Waiting for proof of
- say mone.			
Sub-Recipient Certification	: I hereby certify that the costs i	ncurred are taken from agenc	v funds, costs are valid
	the terms of the grant, and all b	_	•
_	sed in purchasing these items we		
-	es were made in accordance with		-
	in compliance with the OMB A-	_	
_	claim against a federally funded g		-
	001. The information on this for	m is true, correct, and comple	ete to the best of my
knowledge and ablilty.	Γ	D-4	
Authorized Signatory		Date:	
Official/ Authorized Sub-			
Recipient Grant			
Administrator (SGA):			

Please review all information provided for the report. Once all information is validated and back-up documentation attached, please have the Authorized Signatory Official (Mayor/Board President or Commissioner)

<u>Note</u>: Please make sure all supporting documents are provided along with the Quarterly Report. You must have documents to support the reimbursement claims.

MOHS Equipment Inventory Form

Form is included, along with the FY24 Program Manager Workbook. Please fill out each section on the Equipment Inventory Form.

MOHS Homeland Security Non-Profit Equipment Inventory Form								
Sub-grantee	(Organization Name):	1						
Grant Numb	er:		2					
Contact Nan	ne for Equipment:		3					
Contact Phor	ne Number for Equipm		4					
Email:			5					
Each piece of	equipment/property MU	ST be listed on its own individual line. For ex	xample, If you purchased three (3) radios, list the	em on their own se	parate line	s. Items to be	
-		orm shall be equipment of a durable nature w				-		
by DFA.		••	•	,			9	
Property Identification Number (Asset Tag)	Assest Name	Description of Item: (Include Model Number)	Serial/VIN#	Acquisition Date	Unit Cost	% MOHS Grant funded	Location of Item	
6.	7	8	9	10	11	12	13	

- 1. Sub-Grantee Name: Please fill out the name of the Agency.
- 2. Grant Number: Please fill out the grant year equipment is being purchased for.
- 3. Contact Name for Equipment: Please include the person responsible for equipment. Ex. SGA, Equipment Manager, etc.
- 4. Contact Number for Equipment: Please include the number for the person responsible for equipment.
- 5. Email: Please include the email address for the person responsible for the equipment.
- 6. Local Property Identification Number: Please include the number that is assigned by your Agency for the piece of equipment.
- 7. Asset Name: Short Name of Item Ex. Radio/Fence/Lighting
- 8. Property Description: Please include a detailed description of the Equipment. Include the type, model, identifying features, etc.
- 9. Serial/Vin Number: Please include the identification number for the equipment.
- 10. Acquisition Date: Please include the date of purchase for the equipment.
- 11. Unit Cost: Please include the price per piece of equipment.
- 12. % of Grant Funds: 100% grant funded.
- 13. Location of Item. Please provide a description of where the items is located and/or installed.

Note: When providing the Equipment Inventory Log, please also include photographs of the equipment to include serial number, distinguishing marks, and identification numbers.

Mississippi Office of Homeland Security Closeout Form

Sub-Recipient Grant Closeout Form					
Type of Grant: Homeland Security:					
Agency Name:					
Grant Number #:					

In compliance with the requirements of the Mississippi Office of Homeland Security (MOHS) Sub-Recipient Closeout Procedures and the Terms and Conditions of the Grant Agreement, the following Closeout Authorization will serve as the Sub-Recipient Grant Closeout. Please attach a copy of the last/final Request for Grant Reimbursement form. All grant reimbursements have been submitted to the MOHS for payment and no further costs will be requested after the date of this closeout.

Grant Closeout Authorization:					
Grant Award Budget Type:	Federal Amount				
Grant Award Total:					
Grant Reimbursements Total:					
Unexpended Grant Balance:					

- 1. Type of Grant: Place an (X) in the grant field that your grant is awarded.
- 2. Agency Name: Place the name of the agency in the field.
- 3. Grant Number: Place the assigned grant number from the grant award in the field.
 - A. Grant Award Total: Please include the total amount that the Agency was federal awarded.
 - **B.** Grant Reimbursements Total: Please include the total amount that the Agency has requested for grant reimbursement.

Mississippi Office of Homeland Security Closeout Form

Explanation/Comments/Additional Information:
Compliance for Closeout
The Sub-Recipient of the above referenced Grant Agreement certifies that all term, conditions, grant
activities, scope of work, reimbursement and any additional grant requirements have been met and
achieved. I understand that all information submitted for the grant referenced above has been in support
of a federally funded grant program. False statements and/or documentation may be prosecutable under
18 USC 1001. The information provided on this form and for the grant is true, correct, complete and in
compliance with all local, state and federal regulations, to be best of my knowledge and ability.
Sub-Recipient Grant Administrator: Signature and Date
Authorized Signatory Official: Signature and Date
Please include any additional information needed for the program. Once the form is reviewed and all
information in confirmed, please date, and sign the areas designated for the SGA and the Authorized
Signatory Official.

Once signed, please return to the MOHS at: mohsgrants@dps.ms.gov

Other MOHS Forms

(If Applicable and/or needed)
Please request from the MOHS Grants
Department or Documents can be found on
MOHS Website.

Homeland Security Grant Program Request Form

Please fill out each section on the Request Form. Requests must include required back up documentation to support the need and the expenditures for the request. Only one (1) advance will be allowed at a time, before any additional advances can be processed, all previous advances will need to be cleared.



Homeland Security Grant Program Request Form

Type of	Request: Please check the box for the type of request:
1.	Request for Advance: An advance is for jurisdictions may not be able to provide monies up front for purchases and wait to be reimbursed later within the period of performance.
2.	Request for Extension- An extension will extend the period of performance to complete all program tasks and activities.
3.	Request for Minor Change-A minor change is budget change within a single line item within the program budget.
4.	Request for Modification- A modification is a budget change within more than one line item within the program budget. Authorized Signatory Official signatures are required. For a Request for Modification, please fill out the request form and proceed to the Budget Modification Signature Sheet and Budget Summary Sections. All sections must be provided.

Agency will check the Type of Request that will fit the agencies request.

Program Information: Please provide the following information regarding the request:

1.	
2.	
3.	
4.	
5.	
6.	
7	
8.	
	2. 3. 4. 5. 6.

1. Date: Date of the Request

2. Grant Number: Grant Number

- 3. Agency: Include the Agency Name
- 4. Sub-Recipient Grant Administrator Name: Please include the name of the person that is assigned as the SGA.
- 5. Sub-Recipient Grant Administrator Email: Please include the email address of the person that is assigned as the SGA.
- 6. Amount of the Grant: Please include the amount that the grant was awarded.
- 7. Amount of Requested Advance/Minor Change: Please include the amount of the advance amount requested.
- 8. Date of the Extension for Grant to be Extended: Please include the date requested for the extended date.

ease provide a detailed justification for the requested advance/extension or minor change:					

Attach a copy of supporting documentation for the requested advance/extension or minor change. (Quotes, Bids, Purchase Order, Invoice) Please return form to MOHS Grants at: mohsgrants@dps.ms.gov

Include a detailed justification statement of the request (Advance, Extension or Minor Change). Also attach supporting documentation for the request that will support the request, such as quotes, bid, and/or invoices.

MOHS Budget Modification: (If Applicable)

MOHS staff will help with the drafting and creation of the MOHS Budget Modification. Many items will not need a complete budget change. Budget modifications are for the modification of grant item categories. Example: Removing funds from Salary to now be included in Equipment. If Sub-Recipient is not changing budget amounts, then the Agency may need a Request for Change.

MS OFFICE OF HOMELAND SECURITY BUDGET MODIFICATION SIGNATURE SHEET

1. Sub-Recipient's Name: 2. E			. Effective Date:			
Mailing Address				pient Number:		
Telephone Number: 5. C		5. Grant Identifier: (Funding Source and Year)				
Email:			Period of	Performance: Sta	art and End Dates:	
7. The above sub-grant is l	ereby modified as	follows:				
	Current Budget		Cl	nange	New Budget	
Budget Category		Federal		State/Local		
Personal Services-Salary	A	В	1	\$0.00	C	
Personal Services-Fringe	A	В	;	\$0.00	C	
Contractual Services	A	В		\$0.00	С	
Travel	A	В	;	\$0.00	С	
Equipment	A	В	;	\$0.00	С	
Commodities/Supplies	A	В		\$0.00	C	
Other	A	В	1	\$0.00	C	
TOTAL	A	В	1	\$0.00	C	
8. Except as hereby modifi	ed, all terms and co	onditions o	f the sub	-grant remain und	changed.	
AGENCY	APPROVAL			SUB-GR	ANTEE ACCEPTANCE	
9. Approval from Grantee:				oed Name & Title ayor/Board Presio	of Authorized Sub-Recipient Official: dent)	
11. Signature of Grantee and Date:			12. Sig	nature of Authori	zed Sub-Recipient Official & Date:	

- 1. Enter Sub-Recipients Name, Mailing Address, Telephone Number and Email
- 2. Effective Date: Enter the Effective Date Requested.
- 3. Sub-Recipient Number: Enter the Sub-Recipient Grant Number
- 4. Modification Number: Please enter the number of Modifications that have been issued Ex. Modification #3
- 5. Grant Identifier: Please include the Funding Source and the Grant Year. Ex. HSGP2020
- 6. Period of Performance: Please include the current Period of Performance that has been approved for the grant.
- 7. Budget Details:
 - a. Current Budget: Please include the amount that is currently awarded for the grant.
 - b. Change/Federal: Please include the amount of the change. Example +\$400.00.
 - c. New Budget: Please include the amount of the modification.
- 8. Statement of the Modification-Will Not Change
- 9. Approval from Grantee-Name of the MOHS Executive Director
- 10. Name of the Authorized Sub-Recipient Official-Name of the Authorized Signatory Official (Not the SGA or other Agency Personnel.
- 11. Signature of the Grantee and Date: Signature of the MOHS Executive Director
- 12. Signature of Authorized Sub-Recipient Official-Signature of the Signatory Official (Not the SGA or other Agency Personnel.

MS OFFICE OF HOMELAND SECURITY BUDGET MODIFICATION COST SUMMARY SUPPORT SHEET

2. Sub-Recipient Grant Number	:	Modification Effective Date:		
4. Grant Budget Category	5. Grant Budget Detail	6. Revised Bu	i Budget	
	_	Federal	All Other	Total
Salary & Wages: Original Grant Amount \$ Revised Grant Amount \$		\$	\$0.00	\$
Fringe: (If Applicable) Original Grant Amount \$ Revised Grant Amount \$		S	\$0.00	s
Contractual Services: Original Grant Amount \$ Revised Grant Amount \$		s	\$0.00	s
Travel: Original Grant Amount \$ Revised Grant Amount \$		s	\$0.00	s
Equipment: Original Grant Amount \$ Revised Grant Amount \$		s	\$0.00	s
Commodities/Supplies: Original Grant Amount \$ Revised Grant Amount \$		s	\$0.00	s
Other Costs: Original Grant Amount Revised Grant Amount		S	\$0.00	s

TOTALS

s

\$0.00

- 1. Sub-Recipient Agency: Enter the name of the Agency.
- 2. Sub-Recipient Grant Number: Enter the Grant Number for the Agency
- 3. Modification Effective Date: Enter the date of the Modification.
- 4. Grant Category: Please add in the information of the grant that is changing.
 - i. Original Amount: Example: \$700.00
 - ii. Revised Amount: Example: \$750.00
- 5. Grant Budget Detail. Enter any details for the change. Example. (5) Kenwood Mobile Radios @ \$125.00 each.
- 6. Revised Budget: Enter the amount of the revised budget.
 - i. Add in the Federal Amount
 - ii. All Other: Should remain \$0.00.
- 7. Total: Total of the amount for each category.
- 8. Total: Please add in the totals at the bottom of the form.

Once form has been submitted to the MOHS email address at: mohsgrants@dps.ms.gov., the form will be reviewed and approved. Once the form has been executed, a copy will be emailed back to the Sub-Recipient for their files.

MOHS Request for Pre-Approval of \$75,000.00 and Over Procurement: (If Applicable)

Please fill out each section on the Request for Pre-Approval of \$75,000.00 and Over Procurement. This form should be used when an Agency wants to extend funds for items over \$75,000.00. Agency should follow local, state, and federal procurement for any items purchased with funds.



Mississippi Department of Public Safety Office of Homeland Security



REQUEST FOR PRE-APPROVAL OF \$75,000 and OVER PROCUREMENT

4	Total Estimated Cost 2. Requesting Jurisdiction		Grant Number					
1.	Total Estimated Cost 2. Requesting Jurisdiction		3. Grant Number					
	B. J. J.							
Project Description		Date Required	6. Requesting Jurisdiction Address					
		7. Sub-Recipient G	rant Administrator's Phone					
		Name						
8.	Mandatory Pre-Approval Items							
	A. Copy of Proposed Invitation to Bid or Request	or Proposal document						
	B. Copy of Proposed Advertisement or Public Not	ice						
	C. Copy of Award Selection Criteria							
	D. If Noncompetitive, attach Request for Noncomp	etitive Procurement						
	E. List of Bids Received							
9. (Other: Provide any additional information which needs to be	considered when eval	uating approval of this procurement.					
10.	Jurisdiction Signatory Authority or Authorized		f my knowledge and belief, that all the					
	Representative Name and Title (typed or printed)	accurate	equest, including any attachment, is true and					
		Signa	ture Date					
	Mississippi Offi	ce of Homeland Secu						
11.	Approved Disapproved	Returned for Furt (See back)	her Justification Date					
12.	SAA Point of Contact or Authorized Representative		Date					

Request for Equipment over \$75,000.00

MOHS Sole Source: (If Applicable)

MISSISSIPPI OFFICE OF HOMELAND SECURITY SOLE SOURCE PROCUREMENT FORM

Sole source procurement is procurement through solicitation of a proposal from only one source. Sole source procurements must adhere to the standards set forth in 2 C.F.R. § 200.320(c) in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

The use of sole source procurement is discouraged and should only be used if comparable items are unavailable. Sole source procurement will be awarded <u>only under exceptional circumstances</u> and must follow precisely the procedure set forth in the Mississippi Procurement Manual (3.109-3.109.04-Effective 1/1/2018) and the federal requirements.

Conditions for Use of Sole-Source / Research Procurement(s) Sole-source procurement is not permissible unless a requirement is available from only a single supplier. A requirement for a particular proprietary item does not justify sole-source procurement if there is more than one potential bidder or offer for that item.

If a sub-grantee is considering a sole source procurement for an item, it is the responsibility of the sub-grantee to follow all procurement rules.

- 1. <u>All</u> sole source procurement requires the <u>prior</u> written approval of the Mississippi Office of Homeland Security-State Administrative Agency (SAA).
- 2. Submit the Sole Source Procurement form with the sub-grantee Signatory Official signature <u>prior</u> to purchase and follow the requirements according to dollar amounts as outlined in the Mississippi Homeland Security Grant Program Procurement Procedures.
- 3. Send the form to the following address to the Mississippi Office of Homeland Security at mohsgrants@dps.ms.gov.
- 4. Upon review and receipt of the Sole Source Procurement form, a response will be provided to your agency via email.

SOLE SOURCE PROCUREMENT FORM

Grant Number:
Sub-Grantee Name:
This form must also contain sufficient documentation to justify the request and should address the following information
• Brief description of the program and need for the item.
• Complete description of requested item(s) as they are listed in the grant application, and costs for which the so source procurement is being sought.
 Explanation of need to contract noncompetitively to include the expertise of the contractor, managemer responsiveness, knowledge of program, and experience of contractor personnel.
• Time constraints such as when contractual coverage is required and why, impact on the program if dates are n met, time it would take another contractor to reach the same level of competence (equate to dollars if desired).
• Uniqueness of the item:
Other points that should be expressed to substantiate the request.
• A declaration that this action is in the "best interest" of the agency.
Sub-Grantee Financial/Procurement Officer Date
Sub-Grantee (SGA) Project Director Date
Mississippi Office of Homeland Security Executive Director Date

National Incident Management System (FEMA)

Per FEMA, The <u>National Incident Management System (NIMS)</u> guides all levels of government, nongovernmental organizations and the private sector to work together to prevent, protect against, mitigate, respond to and recover from incidents.

NIMS provides stakeholders across the whole community with the shared vocabulary, systems and processes to successfully deliver the capabilities described in the <u>National Preparedness System</u>. NIMS defines operational systems that guide how personnel work together during incidents.

Certificates will be required as part of the HSGP Grant and will be requested for review during MOHS Monitoring.

• ICS-100: Introduction to the Incident Command System

ICS 100, Introduction to the Incident Command System, introduces the Incident Command System (ICS) and provides the foundation for higher level ICS training. This course describes the history, features and principles, and organizational structure of the Incident Command System. It also explains the relationship between ICS and the National Incident Management System (NIMS).

• ICS-200: ICS for Single Resources and Initial Action Incidents

IS200, Basic Incident Command System for Initial Response, reviews the Incident Command System (ICS), provides the context for ICS within initial response, and supports higher level ICS training. This course provides training on, and resources for, personnel who are likely to assume a supervisory position within ICS.

• IS-700: National Incident Management System, An Introduction

This course provides an overview of the National Incident Management System (NIMS). The National Incident Management System defines the comprehensive approach guiding the whole community - all levels of government, nongovernmental organizations (NGO), and the private sector - to work together seamlessly to prevent, protect against, mitigate, respond to, and recover from the effects of incidents. The course provides learners with a basic understanding of NIMS concepts, principles, and components.

• IS-800: National Response Framework, An Introduction

The goal of the IS-0800.d, National Response Framework, An Introduction, is to provide guidance for the whole community. Within this broad audience, the National Response Framework focuses especially on those who are involved in delivering and applying the response core capabilities.