FEDERAL GRANT NO. **G19GC0001A**
JEFFERSON PARISH SHERIFF'S OFFICE CT. NO.: **Border Enforcement Security TF(55180)**

MEMORANDUM OF AGREEMENT

BETWEEN THE

JEFFERSON PARISH SHERIFF'S OFFICE

AND THE

HAMMOND POLICE DEPARTMENT

This Agreement between the Jefferson Parish Sheriff's Office (JPSO) and the Resource Recipient **Hammond Police Department** shall begin on **January 1, 2019** and shall not extend beyond **December 31, 2020** unless the period is extended by modification to this Agreement.

WHEREAS, the above-named agency is a resource recipient under the State of Louisiana Gulf Coast High Intensity Drug Trafficking Area (HIDTA) program and is incurring reimbursable expenses under the program.

WHEREAS, JPSO has been designated as the fiscal agent for the State of Louisiana Gulf Coast High Intensity Drug Trafficking Area (HIDTA) program and all requests for payments and budget reprogramming shall pass through JPSO.

NOW THEREFORE, JPSO and Gulf Coast HIDTA hereby agree to the disbursement of HIDTA funds in an amount not to exceed **$45,088.00** to the resource recipient under the following terms and conditions:

1. This award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200 (the "Part 200 Uniform Requirements"), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. Part 3603. For this 2019 award, the Part 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225 and 230. Additionally, recipient agrees to follow the grant conditions that are attached and made part of this agreement.

2. The Resource recipient agrees to abide by and be bound by the attached budget for purchases including future reprogramming requests as approved by JPSO and Gulf Coast HIDTA. All reprogramming requests shall be submitted by email to the Gulf Coast HIDTA Deputy Director then the request will be sent to JPSO for approval.

3. Requests for payment shall be submitted to the JPSO financial office through the HIDTA Deputy Director at the following address by the 15th of the month following the end of the claim period:

ATTN: Ray Parmer, HIDTA Deputy Director
Gulf Coast HIDTA
3838 N. Causeway Blvd. Suite 1900
Metairie, La 70002

4. Resource Recipient agrees to sign all applicable items attached to this document to include: Certification Regarding Lobbying, and Grant Conditions, as per attached.

5. JPSO agrees to transfer funds to the resource recipient after the request has been approved by the HIDTA Management staff and the JPSO financial office.

6. The Resource recipient agrees to reimburse JPSO for any amount paid by JPSO which is later disallowed after audit or financial review.

7. Resource Recipient affirms that they are not currently debarred or suspended from receiving federal grant funds pursuant to 2 CFR 200.213. Resource recipient further acknowledges that they have an affirmative duty to notify JPSO of being suspended or debarred from receiving federal grant money. See, 2 CFR 180.

Resource Recipient DUNs number _____

IN WITNESS WHEREOF, the parties acknowledge the Agreement as evidenced by their signatures below.

Joseph P. Lopinto, III
Sheriff, Jefferson Parish Sheriff's Office

5/6/19
Date

_____
Resource Recipient Agency Head

_____
Date

Executive Office of the President Office of National Drug Control Policy	**Grant Agreement**	
1. Recipient Name and Address Joseph P. Lopinto, III Jefferson Parish Sheriff's Office 1233 Westbank Expressway, Bldg. "B" Harvey, LA 70058-4462	4. Award Number (FAIN): G19GC0001A 5. Period of Performance: From 01/01/2019 to 12/31/2020	
2. Total Amount of the Federal Funds Obligated: $4,864,311	6. Federal Award Date: April 22, 2019	7. Action: Initial
2A. Budget Approved by the Federal Awarding Agency $4,864,311	8. Supplement Number	
3. CFDA Name and Number: *High Intensity Drug Trafficking Areas Program - 95.001*	9. Previous Award Amount:	
3A. Project Description *High Intensity Drug Trafficking Areas (HIDTA) Program*	10. Amount of Federal Funds Obligated by this Action: $4,864,311.00 11. Total Amount of Federal Award: $4,864,311.00	
12. This Grant is non-R&D and approved subject to such conditions or limitations as are set forth on the attached pages.		
13. Statutory Authority for Grant: *Public Law 116-6*		
[redacted]		
14. Typed Name and Title of Approving Official Shannon Kelly National HIDTA Director Office of National Drug Control Policy	15. Typed Name and Title of Authorized Official Sheriff Joseph P. Lopinto, III Jefferson Parish Sheriff's Office	
16. Signature of Approving ONDCP Official Shannon J. Kelly	17. Signature of Authorized Recipient/Date Joseph P. Lopinto, III 4/25/19	
[redacted]		
18. Accounting Classification Code DUNS: 078612197 EIN: 1726000595A1	19. HIDTA AWARD *OND1070DB1920XX OND6113* *OND2000000000 OC 410001*	

GRANT CONDITIONS

A. General Terms and Conditions

1. This award is subject to The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200 (the "Part 200 Uniform Requirements"), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. Part 3603. For this award, the Part 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.

   For more information on the Part 200 Uniform Requirements, see https://cfo.gov/cofar/. For specific, award-related questions, recipients should contact ONDCP promptly for clarification.

2. This award is subject to the following additional regulations and requirements:
   - 28 CFR Part 69 – "New Restrictions on Lobbying"
   - Conflict of Interest and Mandatory Disclosure Requirements, set out in paragraph 7 of these terms and conditions
   - Non-profit Certifications (when applicable)

3. Audits conducted pursuant to 2 CFR Part 200, Subpart F, "Audit Requirements" must be submitted no later than nine months after the close of the grantee's audited fiscal year to the Federal Audit Clearinghouse at https://harvester.census.gov/facweb/.

4. Grantees are required to submit Federal Financial Reports (FFR) to the Department of Health and Human Services, Division of Payment Management (HHS/DPM). Federal Financial Report is required to be submitted quarterly and within 90 days after the grant is closed out.

5. The recipient gives the awarding agency or the Government Accountability Office, through any authorized representative, access to, and the right to examine, all paper or electronic records related to the grant.

6. Recipients of HIDTA funds are not agents of ONDCP. Accordingly, the grantee, its fiscal agent (s), employees, contractors, as well as state, local, and Federal participants, either on a collective basis or on a personal level, shall not hold themselves out as being part of, or representing, the Executive Office of the President or ONDCP.

These general terms and conditions, as well as archives of previous versions of the general terms and conditions, are available online at *www.whitehouse.gov/ondcp/grants*.

7. Conflict of Interest and Mandatory Disclosures

   A. Conflict of Interest Requirements

As a non-Federal entity, you must follow ONDCP's conflict of interest policies for Federal awards. Recipients must disclose in writing any potential conflict of interest to an ONDCP Program Officer; recipients that are pass-through entities must require disclosure from subrecipients or contractors. This disclosure must take place immediately whether you are an applicant or have an active ONDCP award.

The ONDCP conflict of interest policies apply to sub-awards as well as contracts, and are as follows:

i. As a non-Federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of subawards and contracts.

ii. None of your employees may participate in the selection, award, or administration of a subaward or contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a sub-award or contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or contractors or parties to subawards or contracts.

iii. If you have a parent, affiliate, or subsidiary organization that is not a state, local government, or Native American tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a sub-award or procurement action involving a related organization.

B. Mandatory Disclosure Requirement

As a non-Federal entity, you must disclose, in a timely manner, in writing to ONDCP all violations of Federal criminal law involving fraud, bribery or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award that includes the term and condition outlined in 200 CFR Part 200, Appendix XII "Award Term and Condition for Recipient Integrity and Performance Matters," are required to report certain civil, criminal, or administrative proceedings to System for Award Management (SAM). Failure to make required disclosures can result in remedies such as: temporary withholding of payments pending correction of the deficiency, disallowance of all or part of the costs associated with noncompliance, suspension, termination of award, debarment, or other legally available remedies outlined in 2 CFR 200.338 "Remedies for Noncompliance".

8. Federal Funding Accountability and Transparency (FFATA) / Digital Accountability and Transparency Act (DATA Act). Each applicant is required to (i) Be registered in SAM before submitting its application; (ii) provide a valid DUNS number in its application; (iii) continue to maintain an active System for Award Management registration with current information at all times during which it has an active Federal award; and (iv) provide all relevant grantee information required for ONDCP to collect for reporting related to FFATA and DATA Act requirements.

9. Subawards are authorized under this grant award. Subawards must be monitored by the award recipient as outlined in 2 CFR 200.331.

10. Recipients must comply with the Government-wide Suspension and Debarment provision set forth at 2 CFR Part 180, dealing with all sub-awards and contracts issued under the grant.

11. As specified in the HIDTA Program Policy and Budget Guidance, recipient must:

    a) Establish and maintain effective internal controls over the Federal award that provides reasonable assurance that Federal award funds are managed in compliance with Federal statutes, regulations and award terms and 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).
    b) Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
    c) Evaluate and monitor compliance with applicable statute and regulations, and the terms and conditions of the Federal award.
    d) Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
    e) Take reasonable measures to safeguard protected PII and other information ONDCP or the recipient designates consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.

B. Recipient Integrity and Performance Matters

Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your 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 this Federal award, then you as the recipient during that period of time must maintain and report current information to the SAM that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition (below). This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
b. Reached its final disposition during the most recent 5 year period; and
c. Is one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition (below);

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent 5 year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and state level, but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

C. Program Specific Terms and Conditions

The following special conditions are incorporated into each award document.

1. This grant is awarded for above program. Variation from the description of activities approved by ONDCP and/or from the budget attached to this letter must comply with the reprogramming requirements as set forth in ONDCP's HIDTA Program Policy and Budget Guidance (PPBG).
2. This award is subject to the requirements in ONDCP's HIDTA PPBG.
3. No HIDTA funds shall be used to supplant state or local funds that would otherwise be made available for the same purposes.
4. The requirements of 28 CFR Part 23, which pertain to information collection and management of criminal intelligence systems, shall apply to any such systems supported by this award.
5. Special accounting and control procedures must govern the use and handling of HIDTA Program funds for confidential expenditures; i.e., the purchase of information, evidence, and services for undercover operations. Those procedures are described in Section 6 of the HIDTA Program Policy and Budget Guidance.
6. Property acquired with these HIDTA grant funds is to be used for activities of the Gulf Coast HIDTA. If your agency acquires property with these funds and then ceases to participate in the HIDTA, this equipment must be made available to the HIDTA's Executive Board for use by other HIDTA participants.
7. All law enforcement entities that receive funds from this grant must report all methamphetamine laboratory seizure data to the National Clandestine Laboratory Database/National Seizure System at the El Paso Intelligence Center.

D. Federal Award Performance Goals

1. All entities that receive funds from this award are responsible for achieving performance goals established in the HIDTA Performance Management Process (PMP) and approved by the HIDTA's Executive Board and ONDCP.
2. All entities that receive funds from this award must report progress in achieving performance goals at least quarterly using the PMP.

   See also Section A. 4 regarding Federal Financial Reports.

E. Payment Basis

1. A request for Advance or Reimbursement shall be made using the HHS/DPM system (https://pms.psc.gov/).
2. The grantee, must utilize the object classes specified within the initial grant application each time they submit a disbursement request to ONDCP. Requests for payment in the DPM system will not be approved unless the required disbursements have been entered using the corresponding object class designations. Payments will be made via Electronic Fund Transfer to the award recipient's bank account. The bank must be Federal Deposit Insurance Corporation (FDIC) insured. The account must be interest bearing.

3. Except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.) and the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450), awardees and sub-awardees shall promptly, but at least annually, remit interest earned on advances to HHS/DPM using the remittance instructions provided below.

   Remittance Instructions - Remittances must include pertinent information of the payee and nature of payment in the memo area (often referred to as "addenda records" by Financial Institutions) as that will assist in the timely posting of interest earned on Federal funds. Pertinent details include the Payee Account Number (PAN), reason for check (remittance of interest earned on advance payments), check number (if applicable), awardee name, award number, interest period covered, and contact name and number. The remittance must be submitted as follows:

   Through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment.

   (i) For ACH Returns:

   Routing Number: 051036706
   Account number: 303000
   Bank Name and Location: Credit Gateway—ACH Receiver St. Paul, MN

   (ii) For Fedwire Returns*:

   Routing Number: 021030004
   Account number: 75010501
   Bank Name and Location: Federal Reserve Bank Treas NYC/Funds Transfer Division New York, NY
   (* Please note organization initiating payment is likely to incur a charge from your Financial Institution for this type of payment)

   For recipients that do not have electronic remittance capability, please make check** payable to: "The Department of Health and Human Services."

   Mail Check to Treasury approved lockbox:
   HHS Program Support Center, P.O. Box 530231, Atlanta, GA 30353-0231
   (** Please allow 4-6 weeks for processing of a payment by check to be applied to the appropriate PMS account)

   Any additional information/instructions may be found on the PMS Web site at http://pms.psc.gov/.

4. The grantee or subgrantee may keep interest amounts up to $500 per year for administrative purposes.