JOINT POWERS AGREEMENT BETWEEN THE CITY OF EAGAN AND DAKOTA COUNTY FOR THE ADMINISTRATION AND DISTRIBUTION OF THE HIDTA GRANT

THIS JOINT POWERS AGREEMENT ("Agreement") is made by and between the County of Dakota ("County"), a political subdivision of the State of Minnesota and the City of Eagan ("City") pursuant to Minnesota Statutes § 471.59. The County and the City are sometimes referred to as the "parties." The parties are governmental units of the State of Minnesota.

RECITALS:

- I. The City was awarded a 2025 High Intensity Trafficking Areas ("HIDTA) program grant, award number HID1325G0519-00, in the amount of \$145,177.00 (the "Grant") to provide funding to the Dakota County Drug Task Force and the Dakota County Sheriff's Department.
- II. As the award recipient of the Grant, the City assumes the administrative and financial responsibilities of the Grant, and agrees to comply with the grant conditions set forth in the grant agreement (the "Grant Conditions"), entered into between City and the Office of the National Drug Control Policy ("ONDCP").
- III. The County is a resource recipient of the Grant and will receive \$61,842 from the City. These Grant funds will be utilized by the County to pay the salary and benefits of the equivalent of 1.0 FTE employee to serve and support the Dakota County Sheriff's Office.
- IV. As a resource recipient of the Grant, the County is also responsible for complying with the Grant Conditions.

NOW, THEREFORE, the parties agree as follows:

- 1. **PURPOSE.** This Agreement provides for the administration and distribution of the Grant and compliance of the Grant Conditions. County, through its employees, agents or contractors, will provide the services described in Paragraph 3. City, through its employees, agents or contractors, will provide the services described in Paragraph 4 herein.
- 2. **TIME OF PERFORMANCE AND FUNDING.** Notwithstanding the dates of the signatures of the parties to this Agreement, this Agreement shall be effective from January 1, 2025, and continue until December 31, 2026, or until all Grant funds are exhausted, whichever occurs first. The County will be reimbursed from the Grant for increased expenses which exceed the \$61,842.00 as authorized by the HIDTA Board during the term of this Agreement.
- 3. **COUNTY DUTIES AND RESPONSIBILITIES.** The County, through its Sheriff's Office, agrees to assign the equivalent of 1.0 FTE employee as a crime intelligence analyst. The County agrees to comply with the Grant Conditions, attached hereto as Exhibit 1, and any subsequent agreements entered into between City and ONDCP in connection with the Grant during the time of performance of this Agreement and all requirements of the HIDTA program and other applicable laws.
- 4. **CITY DUTIES AND RESPONSIBILITES.** City agrees to comply with the Grant Conditions and provide any information to County that is required for County to undertake the activities described in Paragraph 3.

5. **DISBURSEMENT PROCEDURE.** As long as no default has occurred under this Agreement, the City shall reimburse the County for all costs, up to \$61,842.00 the County incurs relating to the employment of the Employee, including salary, PERA benefits, FICA/Medicare, workers' compensation insurance, and County provided health, dental, and life insurance. If additional HIDTA Grant Funds are received by the City for the County's designated support employee, the City can disburse those funds under this Agreement. The County shall provide an invoice to the City on a quarterly basis, detailing the full costs associated with the Employee assigned to the Dakota County Sheriff's Office, and the City will reimburse the County after receiving the funds from HIDTA.

6. REPORTING, ACCOUNTING; AND AUDITING REQUIREMENTS.

- a. **Accounting and Records.** Under Minn. Stat. § 16C.05, subd. 5, each party's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.
- b. Auditing. The Parties shall comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by each party under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by any party under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by any party.
- c. Access to Records. For purposes of an audit, each party shall allow the other party access to its records at reasonable hours, including all books, records, documents, and accounting procedures and practices relevant to the subject matter of this Agreement.
- 7. **AUTHORIZED REPRESENTATIVES**. The following named persons are designated the authorized representatives of the parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications and subcontracts, except that, the authorized representatives shall have only the authority specifically or generally granted by their respective Boards. Notification required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification of this Agreement:

To County:
Joseph Leko
Dakota County Sheriff
1560 Highway 55
Hastings, MN 55033
Telephone: (651) 438-4700

To City:
Mike Maguire
Mayor
3830 Pilot Knob Rd
Eagan, MN 55122
Telephone: (651) 657-5000

8. **LIAISONS.** To assist the Parties in the performance of this Agreement and the Grant Conditions, liaisons shall be designated by the Parties. The Parties shall inform the others, in writing, of any change in the designated liaison. At the time of execution of this Agreement the following persons are the designated liaisons:

County's Liaison:

Chief Deputy Dan Bianconi 1580 Highway 55 Hastings, MN 55033

Telephone: (651) 438-4702

Email: <u>Daniel.Bianconi@co.dakota.mn.us</u>

City's Liaison:

Alexandra O'Leary 3830 Pilot Knob Road Eagan, MN 55122

Telephone: (651) 675-5032

Email: AOLeary@cityofeagan.com

- 9. **MERGER AND MODIFICATION.** It is understood and agreed this Agreement and the Grant Conditions are the entire agreement between the Parties and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be a part of this Agreement. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the Parties.
- 10. **DEFAULT AND CANCELLATION.** A default will occur if either party fails to perform any of the provisions of this Agreement. In the event of a default by County, City may refuse to disburse funds under this Agreement until such default is cured.
- 11. INDEPENDENT CONTRACTOR. County shall select the means, method, and manner of performing the obligations herein. Nothing is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting County as the agent, representative or employee of City for any purpose or in any manner whatsoever. County is to be and shall remain an independent contractor with respect to all services performed under this Agreement. Any and all personnel of County or other persons while engaged in the performance of any work or services required by County under this Agreement shall have no contractual relationship with City and shall not be considered employees of City. Any and all claims that may or might arise under the Minnesota Economic Security Law or the Workers' Compensation Act of the State of Minnesota on behalf of said personnel, arising out of employment or alleged employment, including, without limitation, claims of discrimination against County, its officers, agents, contractors, or employees shall not be the responsibility of City. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Re-employment Insurance, disability, severance pay and PERA.
- 12. **INDEMNIFICATION.** Each party to this Agreement shall be liable for the acts or omissions of its officers, directors, employees or agents and the results thereof to the fullest extent authorized by law and shall not be responsible for the acts of the other party, its officers, directors, employees or agents. It is understood and agreed that the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws govern liability arising from the parties' acts or omissions. In the event of any claims or actions asserted or filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgment. Paragraph 11 shall survive the expiration or earlier termination of this Agreement.
- 13. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in any number of counterparts and by the Parties hereto on separate counterparts, each of which counterpart, when

so executed and delivered, shall be deemed to be an original, and all of which counterparts, when taken together, shall constitute one agreement.

14. **TERMINATION.**

- 13.1 **In General.** Either party may terminate this Agreement for cause by giving seven days' written notice or without cause by giving 30 days' written notice, of its intent to terminate, to the other party. If this Agreement is not cancelled before December 31, 2026, this Agreement shall automatically terminate on January 1, 2027.
- 13.2 **Termination by City for Lack of Funding**. Notwithstanding any provision of this Agreement to the contrary, the City may immediately terminate this Agreement if it does not obtain funding from HIDTA, or if funding cannot be continued at a level sufficient to allow payment amounts due under this Agreement. Written notice of termination sent by the City to the County by facsimile constitutes notice under this Agreement. The City is not obligated to pay for any services that are provided after written notice of termination for lack of funding. The City will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by its duly authorized officers.

DAKOTA COUNTY	Approved by Dakota County Board
By:	Resolution #:
Title:	
Date:	_
CITY OF EAGAN	
By: Mike Maguire Its: Mayor	By: Beth VanHoose Its: City Clerk
Date:	Date:
Approved as to form:	Approved by Eagan City Council
	Resolution #
Assistant City Attorney/Date	

Award# HID1325G0519-00 FAIN# HID1325G0519

Federal Award Date: 05/23/2025

Recipient Information

1. Recipient Name

CITY OF EAGAN 3830 PILOT KNOB RD SAINT PAUL, MN 55122-1810

- 2. Congressional District of Recipient
- 3. Payment System Identifier (ID) 41-0847612
- **4. Employer Identification Number (EIN)** 410847612
- 5. Data Universal Numbering System (DUNS)
- **6. Recipient's Unique Entity Identifier (UEI)**JA6SGLGFW8N7
- 7. Project Director or Principal Investigator

Joshua Fahey joshua.fahey@co.dakota.mn.us 651-994-6221

8. Authorized Official

Joshua Feldman jfeldman@cityofeagan.com 651-675-5019

Federal Agency Information

Office of National Drug Control Policy (ONDCP)

9. Awarding Agency Contact Information

Shannon L. Kelly Assistant Director Shannon_L._Kelly@ondcp.eop.gov 202-841-5240

10.Program Official Contact Information

Shannon L. Kelly Assistant Director Shannon_L._Kelly@ondcp.eop.gov 202-841-5240

Federal Award Information

11. Award Number

HID1325G0519-00

12. Unique Federal Award Identification Number (FAIN)

HID1325G0519

13. Statutory Authority

P.L. 119-4

14. Federal Award Project Title

High Intensity Drug Trafficking Areas (HIDTA) Program Fiscal Year (FY) 2025 Grant Award

15. Assistance Listing Number

95 001

16. Assistance Listing Program Title

High Intensity Drug Trafficking Areas

17. Award Action Type

New

18. Is the Award R&D?

No

19.	Budget Period Start Date	01/01/2025	- End Date	12/31/2026	

20.	Total Amount of Federal Funds Obligated by this Action	\$145,177.00
	20a. Direct Cost Amount	\$145,177.00
	20b. Indirect Cost Amount	\$0.00
21.	Authorized Carryover	\$0.00
22.	Offset	\$0.00

22. Offset23. Total Amount of Federal Funds Obligated this budget period

24. Total Approved Cost Sharing or Matching, where applicable

25. Total Federal and Non-Federal Approved this Budget Period
 26. Period of Performance Start Date 01/01/2025 - End Date 12/31/2026

27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Period of Performance

\$145,177.00

\$0.00

\$0.00

\$145,177.00

28. Authorized Treatment of Program Income

29. Grants Management Officer - Signature

Lisa Newton

Grants Management Specialist

30. Remarks

New Award

The funding amount in Box 33 may not necessarily reflects the budget breakout by object class. Refer to the attached budget reports for details.

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Federal Award Date: 05/23/2025

Recipient Information

Recipient Name

CITY OF EAGAN 3830 PILOT KNOB RD SAINT PAUL, MN 55122-1810

Congressional District of Recipient

02

Payment Account Number and Type

41-0847612

Employer Identification Number (EIN) Data

410847612

Universal Numbering System (DUNS)

Recipient's Unique Entity Identifier (UEI)

JA6SGLGFW8N7

31. Assistance Type

Project Grant

32. Type of Award

Other

33. Approved Budget	
(Excludes Direct Assistance)	
I. Financial Assistance from the Federal Awarding Age	ency Only
II. Total project costs including grant funds and all of	ther financial participation
a. Salaries and Wages	\$0.00
b. Fringe Benefits	\$0.00
c. TotalPersonnelCosts	\$0.00
d. Equipment	\$0.00
e. Supplies	\$0.00
f. Travel	\$0.00
g. Construction	\$0.00
h. Other	\$145,177.00
i. Contractual	\$0.00
j. TOTAL DIRECT COSTS	\$145,177.00
k. INDIRECT COSTS	\$0.00
1. TOTAL APPROVED BUDGET	\$145,177.00
m. Federal Share	\$145,177.00
n. Non-Federal Share	\$0.00

34. Accounting Classification Codes

FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	CFDA NO.	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
FY 2025 HIDTA	HID1325G0519	HID	410001	95.001	\$145,177.00	011202520261070000



Award# HID1325G0519-00 FAIN# HID1325G0519

Federal Award Date: 05/23/2025

35. Terms And Conditions

Terms and Conditions

1. 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. § 200 (the "§ 200 Uniform Requirements"), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R.§3603. For this award, the § 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. §§ 66 and 70, as well as those of 2 C.F.R. §§ 215, 220, 225, and 230. For more information on the § 200 Uniform Requirements, see https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200. 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 C.F.R. § 69 "New Restrictions on Lobbying"
 - 2 C.F.R. § 25 "Universal Identifier and System of Award Management"
 - Conflict of Interest and Mandatory Disclosure Requirements
 - Non-profit Certifications (when applicable)
- (3) Audits conducted pursuant to 2 C.F.R. § 200, Subpart F, "Audit Requirements" must be submitted no later than 9 months after the close of the recipient's audited fiscal year to The Federal Audit Clearinghouse (fac.gov)
- (4) Recipients are required to submit Federal Financial Reports (FFR) to the Department of Health and Human Services, Payment Management Services (HHS/PMS). The 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 are not agents of ONDCP. Accordingly, the recipient, 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.
- (7) These general terms and conditions, as well as archives of previous versions of these general terms and conditions, are available online at the ONDCP website.
- (8) Failure to adhere to the General Terms and Conditions as well as the Program Specific Terms and Conditions may result in the termination of the grant or the initiation of administrative action. ONDCP may also terminate the award if it no longer effectuates program goals or agency priorities. See 2 C.F.R. § 200.340.
- (9) Conflict of Interest and Mandatory Disclosures

Conflict of Interest Requirements

As a recipient 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;



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recipients that are pass-through entities must require disclosure from sub-recipients 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:

As a recipient 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.

None of your employees may participate in the selection, award, or administration of a sub-award 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 recipient entity must neither solicit nor accept gratuities, favors, or anything of monetary value from sub-recipients or contractors or parties to sub-awards or contracts.

If you have a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian 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.

Mandatory Disclosure Requirement

As a recipient 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. Recipient entities that have received a federal award are required to report certain civil, criminal, or administrative proceedings, including the terms and conditions outlined in 2 C.F.R part 200, Subpart F, Appendix XII, to the System for Award Management (SAM), currently the Federal Awardee Performance and Integrity Information System. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.339. (See also 2 C.F.R. § 180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.)

None of the funds appropriated or otherwise made available by this grant or any other Act may be used to fund a contract, grant, or cooperative agreement with an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information. This limitation shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a federal department or agency governing the nondisclosure of classified information.

(10) 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 Unique Entity Identifier number in its application; (iii) continue to maintain an active SAM registration with current information at all times during which it has an active federal award; and (iv) provide all relevant recipient information required for ONDCP to collect for reporting related to FFATA and DATA Act requirements.



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(11) Subawards are authorized under this grant award. Subawards must be monitored by the award recipient as outlined in 2 C.F.R. § 200.331.

- (12) Recipients must comply with the Government-wide Suspension and Debarment provision set forth at 2 C.F.R. § 180, dealing with all sub-awards and contracts issued under the grant.
- (13) As specified in 2 C.F.R. § 200.303 Internal Controls, recipient must:
 - 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).
 - Comply with federal statutes, regulations, and the terms and conditions of the federal awards.
 - Evaluate and monitor the recipient entity's compliance with statute, regulations, and the terms and conditions of the federal award.
 - Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
 - Take reasonable measures to safeguard protected personally identified information (PII) and other
 information ONDCP or pass-through entity designates as sensitive or the recipient entity considers
 sensitive consistent with applicable federal, state, and local laws regarding privacy and obligations
 of confidentiality.
- (14) Recipients are prohibited from using federal grant funds to purchase certain telecommunication and video surveillance services or equipment in alignment with § 889 of the National Defense Authorization Act of 2019, Pub. L. No. 115-232. See 2 C.F.R. §200.216.
- (15) Recipients should provide a preference, to the extent permitted by law, to maximize use of goods, products, and materials produced in the United States. See 2 C.F.R. § 200.322.
- (16) When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, all recipients receiving federal funds shall clearly state—
 - the percentage of the total costs of the program or project which will be financed with federal money;
 - the dollar amount of federal funds for the project or program; and
 - percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

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 the currency of information reported to SAM that is made available in the designated integrity and



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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. This is a statutory requirement under § 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by § 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. See 2 C.F.R. Part 200, Appendix XII.

(2) Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- 1. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal Government;
- 2. Reached its final disposition during the most recent 5-year period; and
- 3. Is one of the following:
- A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
- 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;
- 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
- 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:



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(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. PAYMENT BASIS

- (1) A request for advance or reimbursement shall be made using the HHS/PMS system (https://pms.psc.gov/).
- (2) The recipient, must utilize the object classes specified within the initial budget/grant application each time they submit a disbursement request to ONDCP. Requests for payment in the PMS 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. § 5301 5423) awardees and sub-awardees shall promptly, but at least annually, remit interest earned on advances to HHS/PMS 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 instructed in https://pms.psc.gov/grant-recipients/returning-funds-interest.html.

(4) The recipient or subrecipient may keep interest amounts up to \$500 per year for administrative purposes.



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Program Specific Requirements

1. D. PROGRAM SPECIFIC TERMS AND CONDITIONS

The grant conditions are as follows:

• This award is subject to the requirements in the SUPPORT for Patients and Communities Act, 21 U.S.C. §§ 1701 et seq. and in the ONDCP National HIDTA Program Office HIDTA Program Policy and Budget Guidance (September 9, 2021) (PPBG). The HIDTA PPBG is issued pursuant to authority granted the Director of ONDCP by the SUPPORT for Patients and Communities ACT (21U.S.C. § 1706) and the Uniform Administration Requirements (2 C.F.R. § 200) which provide the Director of ONDCP authority to coordinate funds and implement oversight and management function with respect to the HIDTA Program. The HIDTA PPBG can be accessed at the following website: https://www.nhac.org/PDF/Program Policy and Budget Guidance2021.pdf

In addition, as a condition for receiving this award, recipients must complete safe and respectful workplace trainings as outlined in the PPBG.

Recipients are prohibited from using federal grant funds to purchase certain telecommunication and video surveillance services or equipment in alignment with § 889 of the National Defense Authorization Act of 2019, Pub. L. No. 115-232. See 2 C.F.R. §200.216. See also, HIDTA PPBG, § 7.20, Prohibited Uses of HIDTA Funds.

E. FEDERAL AWARD PERFORMANCE GOALS

HIDTA award recipients must adhere to the performance measures, goals and requirements set forth in the PPBG Performance Management chapter (§ 10.0) and the HIDTA Performance Management Process (PMP) database.

Initiative Cash by HIDTA

FY 2025

HID24000167

Awarded Budget (as approved by ONDCP)

HIDTA	Agency Name	Initiative	Cash	Type
North Central	CITY OF EAGAN	Dakota County Drug TF	\$83,335.00	Investigation
		MN Investigative Support Center	\$61,842.00	Intelligence
	Agency Total: CITY OF EAGAN		\$145,177.00	

Budget Detail

2025 - North Central

Initiative - Dakota County Drug TF Award Recipient - CITY OF EAGAN (HID24000167) Resource Recipient - Dakota County Sheriff's Office Investigation

Awarded Budget (as approved by ONDCP)		\$145,177.00
Overtime	Quantity	Amount
Investigative - Law Enforcement Officer	5	\$39,330.00
Total Overtime		\$39,330.00
Services	Quantity	Amount
Investigative services		\$11,875.00
Total Services		\$11,875.00
Supplies	Quantity	Amount
Investigative/Operational		\$1,900.00
Total Supplies		\$1,900.00
Other	Quantity	Amount
PE/PI/PS	1	\$30,230.00
Total Other		\$30,230.00
Total Budget		\$83,335.00

Budget Detail

2025 - North Central

Initiative - MN Investigative Support Center Award Recipient - CITY OF EAGAN (HID24000167) Resource Recipient - Dakota County Sheriff's Office Intelligence

Awarded Budget (as approved by ONDCP)		<i>\$145,177.00</i>
Personnel	Quantity	Amount
Analyst - Intelligence	1	\$53,689.00
Total Personnel		\$53,689.00
Fringe	Quantity	Amount
Analyst - Intelligence	1	\$8,153.00
Total Fringe		\$8,153.00
Total Budget		\$61,842.00