



STATE OF MISSISSIPPI  
DEPARTMENT OF PUBLIC SAFETY  
MISSISSIPPI BUREAU OF NARCOTICS

Tate Reeves  
GOVERNOR

April 1, 2024

Chief Toby Schwartz  
310 Old Spanish Trail  
Bay St Louis, MS 39520-

Dear Chief Schwartz:

Congratulations! Enclosed is your FY 2024 HIDTA Sub grantee Cooperative Agreement. Please have the appropriate Agency Official sign the agreement acceptance section and return a copy of the agreement to me. A copy of the award letter is also enclosed for your files with your approved budgets.

***Please note changes under the 2024 grant awards that are covered in Appendix C which includes the Grant Conditions section that must be signed by your agency head and Certification Regarding Lobbying. Please fill out and sign all of these certifications and return with your MOA.***

Also enclosed are blank copies of the Detailed Expenditure. In addition, enclosed is an Overtime Reimbursement Certification and Vehicle Reimbursement form (Appendix B) to be used when claiming overtime reimbursements.

If you have any questions, please call me at 601-987-1452. We look forward to working with you on this project.

Sincerely,

Tonya Moore, Accounting Director  
Mississippi Department of Public Safety  
P.O. Box 958  
Jackson, MS 39205  
601-987-1452  
[TonyaMoore@dps.ms.gov](mailto:TonyaMoore@dps.ms.gov)

Enclosures

**MEMORANDUM OF AGREEMENT**

**BETWEEN THE**

**MISSISSIPPI BUREAU OF NARCOTICS**

**AND THE**

**MISSISSIPPI GULF COAST HIGH INTENSITY  
DRUG TRAFFICKING AREA**

**AND THE**

**Bay Saint Louis PD**

This Agreement between the Mississippi Bureau of Narcotics (MBN), Mississippi Gulf Coast High Intensity Drug Trafficking Area (HIDTA) and the **Bay Saint Louis PD** (LEO) shall begin on 01/01/2024 and shall not extend beyond 12/31/24 unless the period is extended by written modification to this Agreement.

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

NOW THEREFORE, MBN, HIDTA and LEO hereby agree to the disbursement of HIDTA funds in the amount of \$ 22,252.00 to the resource recipient, LEO, under the following terms and conditions:

1. LEO agrees to follow all applicable federal, state, and local guidelines regarding purchases and other expenditures under the HIDTA program, including but not limited to the following: OMB Circular 87, OMB Circular A-102, OMB Circular A-133, and 21 CFR Part 1403, and the Fair Labor Standards Act (FLSA).

2. LEO agrees to abide by and be bound by the attached approved budget (Appendix A) for purchases including future reprogramming requests as approved by MBN and Gulf Coast

HIDTA. All reprogramming requests shall be submitted via e-mail to the Mississippi Gulf Coast HIDTA State Director.

3. Requests for payment shall be submitted on a quarterly basis to the MBN financial office through the HIDTA State Director of Operations at the following address by the 10<sup>th</sup> of the following month:

Tonya Moore, Accounting Director  
Mississippi Department of Public Safety  
P.O. Box 958  
Jackson, MS 39205

All invoices submitted shall comply with the terms noted in Appendix A. The last invoice from the Resource Recipient (LEO) shall be received by the Mississippi Gulf Coast HIDTA State Director no later than the 15<sup>th</sup> day prior to the grant expiration date, unless the grant is extended.

All Reimbursement of Overtime Expenses shall be submitted using the appropriate form (Appendix B) which must contain the HIDTA Group Task Force Supervisor's signature, certifying the overtime was HIDTA related and with the HIDTA case number contained therein.

4. Resource Recipient (LEO) agrees to complete all applicable items in Appendix C and return to MBN along with the signed agreement.

5. The parties agree and understand that MBN is not responsible for any purchases or actions of LEO in violation of the grant agreement or budget.

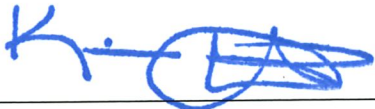
6. MBN agrees to transfer funds to the resource recipient after funds have been electronically transmitted by Gulf Coast HIDTA and receipted into MBN special revenue funds.

7. LEO agrees to reimburse MBN for any purchase paid by MBN which is later disallowed after audit or financial review.

8. For any and all disputes arising under the terms of this Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when

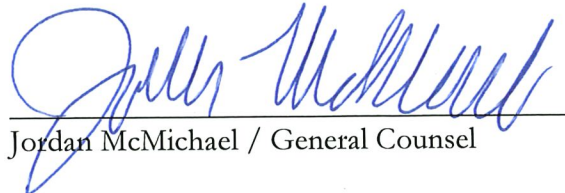
considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office or when appropriate, private mediators.

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



Keith Davis/ Deputy Commissioner

Mississippi Department of Public Safety



Jordan McMichael / General Counsel

Mississippi Department of Public Safety



Tony Sauro / State Director  
Mississippi Gulf Coast HIDTA



Law Enforcement Agency Head

2024 Grant Award and Expenditure Plan

\* Expenditure Plan is for the calendar year 2024, and may be comprised of unexpended balances from previous years Awards, G22/G23-0003A

Initiative		Award Recipient	Resource Recipient	Line Item	2024 Grant Award	2024 Expenditure Plan *
Tri County Major Investigations Team						
Tri County Major Investigations Team		MBN	Bay St. Louis Police Department	Overtime	13,852.00	20,707.00
Tri County Major Investigations Team		MBN	Bay St. Louis Police Department	Services	8,400.00	8,400.00
Tri County Major Investigations Team		MBN-Bay St. Louis Police Department			22,252.00	29,107.00



# DETAILED EXPENDITURE WORKSHEET



Award #: \_\_\_\_\_  
 Period: \_\_\_\_\_  
 From: \_\_\_\_\_  
 To: \_\_\_\_\_

Agency: \_\_\_\_\_  
 Initiative: \_\_\_\_\_

Code	Description	Amount This Period
PERSONNEL	Regular salary, including vacation and holiday, paid to agency employees	_____
FRINGE	FICA, Retirement, Health, Life, Dental, Other Fringe Benefits paid in accordance with agency policies	_____
OVERTIME	Overtime paid to agency employees	_____
TRAVEL	Operational (Witness interview & Managerial meetings), Seminars, Conferences/Training/Local travel costs, including transportation, lodging, meals, and incidentals	_____
FACILITIES	.Lease of office space, warehouse, and other facilities .Facilities-related services, including Utilities (electricity, water, sewer, garbage), Janitorial & Alarm, and Improvements/Upgrades/Maintenance (e.g., repairs, fumigation)	_____
SERVICES	.All lease/rental of equipment [all phones (local/long distance charges), pagers, radios, copiers, vehicles, computers, data lines, audio/visual] .Contractual services [Workforce under contract for specific project, Consultants (computer, investigative, litigation), Photo processing] .Insurance (planes, vehicles, professional) .Repairs/Maintenance (all except facilities) - service agreements .Training/Tuition (fees, course-related books & supplies) .Training/Tuition (fees, course-related books & supplies)	_____
EQUIPMENT	Purchase of Equipment [Communications (audio, phones, pagers, radios); Office (furniture, computer work stations, computers & accessories, copiers, fax machines, & others); Surveillance (electronics, specialized audio/phone, equip., lens, scopes, night vision, pen register, automatic dialed number recorder); Photo (cameras, lenses, and related equipment); Transportation (vehicles, vans, planes, boats, motorcycles, accessories); Video (video & infrared/night vision cameras and lenses, microwave, monitor, VCR, transmitter, others)]	_____
SUPPLIES	Books, directories, subscription to journals, etc.; Computer software/updates, and supplies (paper, toner, etc.); Vehicle fuel, lubricants, repair parts; Uniforms, safety glasses, riot equip.; Films, office and analytical supplies)	_____
OTHER COSTS	Purchase of Information/Evidence; Items not covered elsewhere	_____

\$ \_\_\_\_\_

## Appendix B



## Gulf Coast

### High Intensity Drug Trafficking Area

3838 North Causeway Boulevard · Suite 1900 · Metairie, Louisiana 70002 · Phone (571) 362-4851 · Fax (571) 362-4915

### Request for Reimbursement of HIDTA Overtime Expenses

Agency :  
Address:

HIDTA Initiative:  
Period From:  
To:

Contact Person:

Phone:

	A	B	C	D	E					
Employee Name	OT Hrs. this period	Is the officer eligible for agency overtime? Yes/No	Case Number or DHE Operation Number	OCDETf case? Yes/No	Current claim					
Appendix B										
TOTALS	0.00				\$0.00					

*I certify to the best of my knowledge that the above is correct: all outlays were for the purposes set forth in the grant agreement or any other agreement; that they were made in accordance with the grant or other agreement conditions*

Signature of Authorized Representative of Requesting Agency	Print name and Title:	Date
Signature of HIDTA Initiative Supervisor	Print name and Title:	Date



## High Intensity Drug Trafficking Area

3838 North Causeway Suite 1900 - Metairie, Louisiana 70002 - Phone(504) 840-1400 - Fax (504) 840-1406

### VEHICLE ALLOWANCE

AGENCY: \_\_\_\_\_

GC HIDTA INITIATIVE: \_\_\_\_\_

GRANT #: \_\_\_\_\_

MONTH/ YEAR: \_\_\_\_\_

DESCRIPTION OF VEHICLE DRIVEN BY FULL-TIME GC HIDTA AGENT(S) SEEKING ALLOWANCE:

	Make	Model	Year	VIN:	Beginning/ Ending/ Total driven/ driver's name
1.					0
2.					0
3.					0
4.					0
5.					0
6.					0
7.					0
8.					0
9.					0
10.					0

Names of full-time Agents Assined from your department during this reporting period.  
(NOTE: List all sworn officers assigned full-time to all GCHIDTA Initiatives).

1.	_____	<b>Appendix B</b>	
2.	_____		
3.	_____		
4.	_____	9.	14.
5.	_____	10.	15.

AMOUNT CLAIMED:

\$2,100.00

\_\_\_\_\_  
Name of Agency Certifying Official

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Signature of Initiative Supervisor

\_\_\_\_\_  
Signature of State Director



## ***Appendix C***

## **CERTIFICATION REGARDING LOBBYING**

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Each applicant shall file this certification and disclosures form if applicable, with each submission that initiates agency consideration of such applicant for an award of a LETS contract, grant or cooperative agreement of \$100,000 or more.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here \_\_\_\_\_ and complete and submit Standard Form # LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

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Signature of Authorized Official

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Date

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Title