



Agenda

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

Grace Knight Conference Room
12 SE 1st Street, 2nd Floor
Gainesville, FL

August 6, 2018 BoCC Special Meeting 1:00 PM

Agenda Item #5.

Agenda Item Name:

FY 2017 Edward Byrne Memorial Justice Assistance Grant Program Certification of Compliance

Presenter:

Sylvia Torres, (352) 374-5218

Item Description:

Byrne Grant Certification of Compliance - authorization for Interim County Attorney to sign.

Recommended Action:

Authorize the Interim County Attorney to sign the U.S. Department of Justice-required form certifying that the County, as a sub-recipient of a Byrne grant, is compliant with 8 U.S.C. Section 1373.

Prior Board Motions

N/A

Fiscal Consideration:

\$18,000 from a JAG Byrne grant will not be available without this signed certification.

Background:

Alachua County Court Services wishes to use Byrne grant funds to purchase end-user and trainer training in Risk Assessment.

These funds (about \$18,000) are available to the County through an agreement whereby the City of Gainesville applies for JAG grants and disburses predetermined amounts to the Sheriff and the County as sub-recipients.

All Byrne grant recipients and sub-recipients must confirm that they are compliant with 8 U.S.C. § 1373. This section of the U.S. Code deals with local governments' cooperation with immigration authorities, or rather the lack of any policy prohibiting such cooperation.

The Interim County Attorney has determined that the County is in compliance and with authorization from the Board will sign and return the Certification.

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

FY 2017 Edward Byrne Memorial Justice Assistance Grant Program

**Certification of Compliance with 8 U.S.C. § 1373 by Prospective Subrecipient:
Recipient State subaward to a Local Government**

On behalf of the local government named below as the "prospective subrecipient," and in support of its request to the "Recipient State" identified below for a subaward from the grant awarded by the U.S. Department of Justice ("USDOJ") under the FY 2017 Edward Byrne Memorial Justice Assistance Grant Program ("the FY 2017 JAG Program"), I certify under penalty of perjury to the Recipient State, and also certify to USDOJ, that all of the following are true and correct:

- (1) I am the chief legal officer of the local government named below as the prospective subrecipient, and I have the authority to make this certification on its behalf. I understand that this certification will be relied upon as a material representation in any decision to make a subaward to the prospective subrecipient under the FY 2017 JAG Program.
- (2) I have carefully reviewed 8 U.S.C. § 1373(a) and (b), including the prohibitions on certain actions by State and local government entities, -agencies, and -officials regarding information on citizenship and immigration status. I also have reviewed the provisions set out at (or referenced in) 8 U.S.C. § 1551 note ("Abolition ... and Transfer of Functions"), pursuant to which references to the "Immigration and Naturalization Service" in 8 U.S.C. § 1373 are to be read, as a legal matter, as references to particular components of the U.S. Department of Homeland Security.
- (3) I (and also the prospective subrecipient) understand that if the prospective subrecipient receives a subaward under the FY 2017 JAG Program—
 - (a) the subrecipient (and agencies or other entities thereof) must comply with 8 U.S.C. § 1373, throughout the period of performance for the subaward, with respect to any "program or activity" funded in whole or in part with the subaward; and
 - (b) the subrecipient may not make a lower-tier subaward to a State or local government, or to a "public" institution of higher education, unless the subrecipient first obtains a certification of compliance with 8 U.S.C. § 1373 (on a form provided by USDOJ), properly executed by the chief legal officer of the jurisdiction or educational institution that would receive it.
- (4) I (and also the prospective subrecipient) understand that, for purposes of this certification, "program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (cf. 34 U.S.C. § 10251(a)(2)). Also, I understand that neither a "public" institution of higher education (*i.e.*, one that is owned, controlled, or directly funded by a State or local government) nor an Indian tribe is considered a "local government" (or an agency or other entity thereof) for purposes of this certification.
- (5) I have conducted (or caused to be conducted for me) a diligent inquiry and review concerning both—
 - (a) the "program or activity" to be funded (in whole or in part) with the requested subaward; and
 - (b) any prohibitions or restrictions potentially applicable to the "program or activity" to be funded with that subaward (if received) that deal with sending to, requesting or receiving from, maintaining, or exchanging information of the types described in 8 U.S.C. § 1373(a) or (b), whether imposed by a State or local government entity, -agency, or -official.
- (6) As of the date of this certification, neither the prospective subrecipient nor any entity, agency, or official of the prospective subrecipient has in effect, purports to have in effect, or is subject to or bound by, any prohibition or any restriction that would apply to the "program or activity" to be funded in whole or in part with the requested subaward (which, for the specific purpose of this paragraph 6, shall not be understood to include any such "program or activity" of any planned subrecipient of a lower-tier subaward), and that deals with either— (1) a government entity or -official sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. § 1373(a); or (2) a government entity or -agency sending to, requesting or receiving from, maintaining, or exchanging information of the types (and with respect to the entities) described in 8 U.S.C. § 1373(b).

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the prospective subrecipient to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). I also acknowledge that USDOJ awards of grant funds, including associated subawards, are subject to review by USDOJ, including by its Office of the Inspector General.

Local government that is the "prospective subrecipient" of a subaward of funds from the FY 2017 JAG Program

Recipient State *from which the prospective subrecipient seeks a subaward* under the FY 2017 JAG Program

Signature of chief legal officer of the prospective subrecipient

Printed name of chief legal officer of the prospective subrecipient

Title of chief legal officer of the prospective subrecipient

Date of certification

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE ALACHUA COUNTY SHERIFF'S OFFICE, ALACHUA COUNTY BOARD OF
COUNTY COMMISSIONERS AND THE CITY OF GAINESVILLE FOR USE OF
CERTAIN GRANT FUNDS
2017 BYRNE JUSTICE ASSISTANCE GRANT LOCAL (DIRECT) PROGRAM AWARD**

THIS AGREEMENT is made and entered into this ___ day of _____ 2017, by and between the Alachua County Sheriff, a constitutional officer of Alachua County, hereinafter referred to as SHERIFF, Alachua County, hereinafter referred to as COUNTY, and the City of Gainesville, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, the SHERIFF, the COUNTY and the CITY are authorized by §163.01, Florida Statutes, to enter into Interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of the citizens of Alachua County; and

WHEREAS, the Parties were notified of the availability of \$101,857 under the FY 17 Justice Assistance Grant Program, Local (Direct) Solicitation, herein referred to as JAG; and

WHEREAS, the Parties agree that the City of Gainesville shall be the JAG Grant Applicant;

WHEREAS, the Parties agree it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, SHERIFF, COUNTY and CITY agree as follows:

Section 1.

The CITY agrees to provide the SHERIFF \$27,224.00 of JAG funds upon receipt of the award,. The SHERIFF agrees that this is a reimbursement grant and will provide documentation for the expenditures that will allow the CITY to request the SHERIFF's portion and then pay that amount to the SHERIFF. Proper documentation will include any copies of contracts, ledgers, purchase orders, invoices and proof of payments. If any portion of the money is used for personnel dollars, copies of the timesheets, payroll ledgers, and pay stubs are required. Payment is contingent upon receipt of funds from the federal agency.

The CITY agrees to provide the COUNTY \$18,000.00 of JAG funds upon receipt of the award. The COUNTY agrees that this is a reimbursement grant and will provide documentation for the expenditures that will allow the CITY to request the COUNTY'S portion and then pay that amount to the COUNTY. Proper documentation will include any copies of contracts, ledgers, purchase orders, invoices and proof of payments. If any portion of the money is used for personnel dollars, copies of the timesheets, payroll ledgers, and pay stubs are required. Payment is contingent upon receipt of funds from the federal agency.

Section 2.

The SHERIFF agrees to use \$27,224.00 for equipment and software.

The COUNTY agrees to use \$18,000.00 for training.

Section 3.

Each party shall be solely responsible for the negligent or wrongful acts of their employees and agents. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity, the limits of liability, or the provisions of §768.28, Florida Statutes.

Section 4.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 5.

Each party agrees to abide by all requirements, terms and conditions of the JAG award.

Section 6.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein. Further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 7.

All sub grant recipients must comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Office of Justice Programs Financial Guide (OJP). Subrecipient must have an adequate accounting system as defined by OJP Financial Guide. Expenditures are subject to the approved budget line items in the grant application. Quarterly reports and invoices are due no later than 10 days after each quarter (1/10, 4/10, 7/10, 10/10). Invoices and quarterly reports are to be mailed to the Gainesville Police Department, ATTN: Grants office, PO Box 1250, Gainesville, FL 32627. The quarterly reports should detail the progress of the project. Reports are due even if there is no progress or expenditures during the quarter. Sub recipient is subject to programmatic and financial monitoring and site visits at the discretion of the CITY. Sub-recipients must meet all conditions required by the Department of Justice to share in the proceeds of the JAG. Should a sub-recipient be denied eligibility to receive JAG funds by the Department of Justice, the sub-recipient will not be entitled to any JAG funds awarded to the CITY pursuant to this Agreement. Should the Department of Justice find that a sub-recipient does not meet the requirements of the JAG after proceeds have been dispersed, the sub-recipient shall be solely responsible for repayment of the funds to the Department of Justice, and shall hold the other recipients harmless for any liability incurred by the failure to meet the requirements.

Closeout requirements. A final narrative is due no later than 30 days after the close of the grant. All reports, invoices that have not been turned in prior to the close are due no later than 30 days after the close. Any expenditures made after the close will not be reimbursed nor will any invoices received 30 days after the close of the grant.

Record Retention Requirement. All financial and programmatic records related to this award must be retained for at least three (3) years after receiving notification from the awarding agency that the grant has been financially and programmatically closed. Records shall be made available upon request by the granting agency or the CITY.

**ALACHUA COUNTY SHERIFF'S
OFFICE**

Approved as to Form and Legality


CYNTHIA M. WEYGANT
GENERAL COUNSEL


SADIE DARNELL
SHERIFF

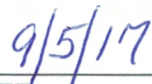

DATE

**ALACHUA COUNTY BOARD OF
COUNTY COMMISSIONERS**

Approved as to Form and Legality

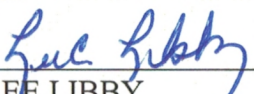

COUNTY ATTORNEY


MICHELE L. LIEBERMAN
INTERIM COUNTY MANAGER



DATE

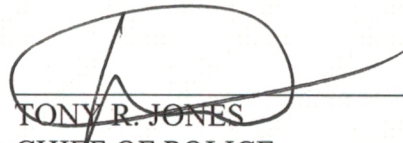
CITY OF GAINESVILLE

Approved as to Form and Legality


LEE LIBBY
ASSISTANT CITY ATTORNEY


ANTHONY LYONS
CITY MANAGER


DATE



TONY R. JONES
CHIEF OF POLICE

9-15-17
DATE



Alachua County Attorney's Office

Michele L. Lieberman, County Attorney

March 27, 2017

Certified Mail/RRR #7001 1140 0003 6947 4360

Petrina Herring, Bureau Chief
Office of Criminal Justice Grants
Florida Department of Law Enforcement
Post Office Box 1489
Tallahassee, FL 32302

Re: Alachua County Contract No. 2017-JAGC-ALAC-7-F9-161
Alachua County Contract No. 2017-JAGC-ALAC-12-F9-207
Alachua County Contract No. 2017-JAGC-ALAC-13-F9-210
Alachua County Contract No. 2017-JAGC-ALAC-8-F9-157
Alachua County Contract No. 2017-JAGC-ALAC-6-160
Alachua County Contract No. 2017-JAGC-ALAC-5-F9-142

Dear Ms. Herring:

Pursuant to the requirements of the above-noted contracts, Alachua County has undertaken a review to validate its compliance with 8 U.S.C. §1373. To determine its compliance, this office reviewed Alachua County's policies, practices, and ordinances. In addition, the County's Human Resources Department provided additional confirmation of its compliance with the requirements of 8 U.S.C. §1373. Correspondence attesting to this compliance is included with this opinion.

As set forth in 8 U.S.C. §1373, a "local government entity or official may not prohibit, or in any way restrict, any government entity or official from sending to, or receiving from, the Immigration and Naturalization Service information regarding the citizenship or immigration status, lawful or unlawful, of any individual." Furthermore, no person or agency may prohibit, or in any way restrict, a local government from sending, requesting, receiving, maintaining or exchanging information regarding the immigration status, lawful or unlawful, of any individual.

Alachua County has determined that there exists no policy, practice or ordinance that would restrict any government entity or official from sending to, or receiving from, Alachua County information related to the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, there exists no policy, practice or ordinance of Alachua County



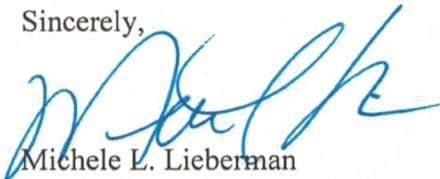
March 28, 2017
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that restricts sending, requesting, receiving, maintaining or exchanging information regarding the immigration status, lawful or unlawful, of any individual. Moreover, Alachua County's review did not find the existence of an actual violation.

Based on this review, it is my opinion that Alachua County is in full compliance with 8 U.S.C. §1373 as of the date set forth above.

Please contact me should you have any questions, comments or concerns.

Sincerely,



Michele L. Lieberman
County Attorney

enclosure

cc sent via e-mail to: criminaljustice@fdle.state.fl.us

cc: via e-mail only, with attachment, to:
Lee Niblock, County Manager
Carl Smart, Assistant County Manager for Public Safety and
Community Support Services
Peria Duncan, Court Services Director
Cindy Weygant, General Counsel, Alachua County Sheriff's Office



COPY

Alachua County Human Resources

Karen Gerding, CPM, PHR, Human Resources Director
Saskia Niekoop, MSRH, Human Resources Supervisor
Susannah Causier, CPM, Training Manager
Amy Whitehair, JD, Employee Relations Manager

March 20, 2017

MEMORANDUM

TO: Michele Leiberman
County Attorney

From: Karen Gerding 
Human Resources Director

Subject: Immigration – 8 USC § 1373. Communication between Government Agencies
and the Immigration and Naturalization Service

As stipulated in your email correspondence regarding the above referenced Immigration requirement, the Human Resources Department affirms compliance to requirements of U.S. Citizenship and Immigration Services (USCIS) as established, monitored, and maintained for the Board of County Commissioners, Alachua County Library District and Supervisor of Elections.

The Board of County Commissioners has been enrolled with the E-verify Program since June 20, 2011.

There are two departments which receive routine audits requiring the Human Resources Department to provide confirmation of proof of E-verify employee enrollment; Department of Court Services, (FDLE audit) and Community Support Services Department (Grant audit).

Please let me know if you have any questions, or you require additional information.

cc:: Dr. Lee A. Niblock, CM, County Manager
Saskia Niekoop, Human Resources Manager

Risk Assessment Training Initiative for Alachua County Court Services

Overview

The Department of Court Services proposes to purchase Ohio Risk Assessment System (ORAS) end user training followed by training-of-trainers training from the University of Cincinnati Corrections Institute (UCCI). The total cost of the project is \$18,000. The purpose of the training is to improve public safety and reduce recidivism in Alachua County through individualized, evidence-based case management at the Department of Court Services.

The UCCI describes ORAS training as follows:

“The Ohio Risk Assessment System (ORAS) is a dynamic risk/needs assessment system to be used with adult offenders. It offers criminal justice actors the ability to assess individuals at various decision points across the criminal justice system. The ORAS is comprised of nine tools, and while the assessment is free to use, agencies must be trained prior to implementation. Training on the system provides an overview of the assessment tools with techniques for administering and scoring the individual tools. In addition, the training will review how to use the scores obtained from individuals' ORAS assessments to develop case plans for reducing risk to re-offend. A training of agency trainers is also available, allowing agencies to build internal sustainability by certifying staff to conduct ORAS trainings.”

The Department of Court Services previously contracted with UCCI to deliver end user training in 2014. Since then, client risk assessment has become an integral part of Court Services' case management strategy for clients in pretrial services, probation, work release, drug court, and more. Employees hired after 2014 have not received proper ORAS training.

Proposal

JAG Byrne funds will pay for an end user training and a training-of-trainers session that will assist the Department in:

- 1) Training new staff in ORAS
- 2) Providing ORAS refresher training to interested staff
- 3) Sponsoring up to 6 staff members in becoming ORAS trainers who can train future Department hires in how to use ORAS without needing to spend additional scarce resources on new trainings

As a result of the trainings the Department will be able to better, and more sustainably, implement the risk assessment tool and tailor case management to address the needs of each client which will reduce client recidivism.

Cost and Training Logistics

The ORAS end user training is 2 days of in person training for up to 30 staff with one UCCI trainer at a cost of \$6,500. This flat rate cost is inclusive of the UCCI trainer's salaries/benefits, travel accommodations/expenses, training material production/shipment, and limited administrative overhead for UCCI.

The training-of-trainers program is a 5-day onsite session. Days 1 – 3 are in a classroom setting, then on days 4 – 5 newly trained trainers will conduct a live end user training under the observation of the UCCI trainer. The cost to train up to six trainers is \$11,500 and the cost to train up to 12 trainers is \$20,000.

The Department of Court Services proposes to purchase the end user training for up to 30 Department staff followed by the training-of-trainers program for six trainers later in FY 2018. The total cost for these trainings is \$18,000.