

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: January 16, 2019

Presenter's Name and Title: Dexter Williams, Chief of Police, on behalf of the Police Department

Prepared By: Kim Morrow-Lopez, Accreditation and Programs Manager

Temp. Reso. Number: 6870

Item Description: TEMP. RESO. NO. 6870, APPROVING THE MEMORANDUM OF UNDERSTANDING AND CERTIFICATIONS RELATING TO THE 2018 JUSTICE ASSISTANCE GRANT 2018. *(Chief of Police Dexter Williams)*

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk:

Public Notice – As Required by the Sec. _____ of the City Code and/or Sec. _____, Florida Statutes, public notice for this item was provided as follows: on _____, in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within _____ feet of the property on _____. (Fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. _____ Florida Statutes, approval of this item requires a _____ (unanimous 4/5ths etc. vote of the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Funds will be spent from the account designated for equipment for the Specialized Support Services Bureau of the Police Department, Account No. 001-20-202-521-000-605251. Upon expenditure, reimbursement will be requested from the Department of Justice and these funds will be reimbursed back into the account upon receipt.

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR 6870**
- **Attachment(s)**

Attachment 1: MOU signed by the City of Miramar

Attachment 2: Appendix E

Attachemnt 3: Certification to be completed by the City Attorney

Attachment 4: Certification to be completed by the Chief Executive Officer



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Vernon E. Hargray, City Manager *[Signature]* *FOR JH*

BY: Dexter Williams, Chief of Police

DATE: January 10, 2018

RE: Temp. Reso. No. 6870, approving the Memorandum of Understanding and Certifications relating to the 2018 Justice Assistance Grant

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 6870, approving the Memorandum of Understanding ("MOU") and Certifications relating to the 2018 Justice Assistance Grant ("JAG").

ISSUE: The 2018 JAG now requires that each agency bring the MOU before their governing body for approval prior to its execution and transmittal.

BACKGROUND: The Miramar Police Department is fiscally responsible and does all that it can to offset public safety costs. The Miramar Police Department receives various grants from a myriad of organizations that support law enforcement initiatives. One of these grants is the JAG, which can be utilized to support police equipment expenditures. The Police Department was awarded \$32,201, which will be reimbursed to the Department upon expenditure of allowable equipment purchases.

Temp. Reso. No. 6870
11/27/2018
12/26/2018

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
MIRAMAR, FLORIDA, APPROVING THE MEMORANDUM OF
UNDERSTANDING AND CERTIFICATIONS RELATING TO THE 2018
JUSTICE ASSISTANCE GRANT; AND PROVIDING FOR AN EFFECTIVE
DATE.**

WHEREAS, the City of Miramar strives to be fiscally prudent in all ways and aims
to seek out alternative funding sources; and

WHEREAS, the Miramar Police Department consistently seeks out and applies for
various grant opportunities in an effort to provide the highest level of law enforcement
services with the least impact on the General Fund as possible; and

WHEREAS, the Miramar Police Department has been awarded \$32,201 in grant
funding for the purchase of law enforcement equipment; and

WHEREAS, the 2018 Justice Assistance Grant now requires that each agency
bring the authorizing Memorandum of Understanding before their governing body before
it is executed and before awarded funds are expended; and

WHEREAS, the City Manager and the Chief of Police recommend approval the
Memorandum of Understanding and Certifications related to the 2018 Justice Assistance
Grant; and

Reso. No. _____

Temp. Reso. No. 6870
11/27/2018
12/26/2018

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve the Memorandum of Understanding and Certifications related to the 2018 Justice Assistance Grant.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That the Memorandum of Understanding and Certifications related to the 2018 Justice Assistance Grant is approved.

Section 3: That the appropriate City officials shall do all things necessary and expedient in order to carry out the aims of this Resolution.

Temp. Reso. No. 6870
11/27/2018
12/26/2018

Section 4: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Yvette Colbourne

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have
approved this RESOLUTION
as to form:

City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

Requested by Administration

Commissioner Winston F. Barnes
Commissioner Maxwell B. Chambers
Vice Mayor Yvette Colbourne
Commissioner Darline B. Riggs
Mayor Wayne M. Messam

Voted

**2018 EDWARD BYRNE JUSTICE
ASSISTANCE LOCAL SOLICITATION GRANT
MEMORANDUM OF UNDERSTANDING (MOU)**

This Memorandum of Understanding (MOU) is being executed by the following listed participating agencies (hereinafter “participating agencies”):

City of Coral Springs	City of Hollywood	City of Pembroke Pines
City of Dania Beach	City of Lauderdale Lakes	City of Plantation
Town of Davie	City of Lauderhill	City of Pompano Beach
City of Deerfield Beach	City of Miramar	City of Sunrise
City of Fort Lauderdale	City of North Lauderdale	City of Tamarac
City of Hallandale Beach	City of Oakland Park	

Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between the participating agencies, listed above.

WHEREAS, Broward County has been identified as a “disparate” County; and

WHEREAS, the participating agencies have been identified as eligible jurisdictions able to collectively implement the objectives and goals of the Edward Byrne Justice Assistance Grant (hereinafter “JAG”); and

WHEREAS, the participating agencies have formed a working committee and developed a course of action to achieve the goals and objectives of the JAG Program; and

WHEREAS, the **City of Pompano Beach** has been selected as through this MOU, to administer the program and serve as the fiscal agent for the disbursement of all funds received for the JAG Program.

THEREFORE, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the participating agencies agree as follows:

Purpose

This MOU establishes the relationship between the parties for participation in the FY 2018 Edward Byrne Justice Assistance Grant (JAG) Local Solicitation Grant Program (Award Number **2018-DJ-BX-0884**).

Procedures

1. The **City of Pompano Beach, Florida** will serve as the lead agency and grant administrator for the agencies in Broward County, Florida participating in the JAG

Program. Pursuant to the JAG Program guidelines, funding for the JAG Program will be provided to the **City of Pompano Beach**.

2. The **City of Pompano Beach** shall then disperse the funds to the parties in the amounts determined by the JAG Program. For municipalities that currently contract with BSO for law enforcement services, the BSO shall retain the funds for use in the appropriate BSO Districts pursuant to the contracts for law enforcement services.
3. Each party shall be responsible for submitting its own application for their individual JAG Program to the **City of Pompano Beach**. The **City of Pompano Beach**, Grants Management Office will prepare the single application to include the Program Narrative and Budget Narrative, and shall submit the application to the Department of Justice.

Below is the list of awards, less the 10% of the Formula-Based Allocation for administrative costs for each of the seventeen jurisdictions:

2018 EDWARD BYRNE MEMORIAL JAG AWARDS

Jurisdiction Name	Formula-Based Allocation	Less 10% Administrative Costs	Award
City of Coral Springs	\$15,599	(\$1,559.90)	\$14,039.10
City of Dania Beach	\$12,807	(\$1,280.70)	\$11,526.30
Town of Davie	\$17,680	(\$1,768.00)	\$15,912.00
City of Deerfield Beach	\$24,022	(\$2,402.20)	\$21,619.80
City of Fort Lauderdale	\$90,751	(\$9,075.10)	\$81,675.90
City of Hallandale Beach	\$16,774	(\$1,677.40)	\$15,096.60
City of Hollywood	\$47,824	(\$4,782.40)	\$43,041.60
City of Lauderdale Lakes	\$19,419	(\$1,941.90)	\$17,477.10
City of Lauderhill	\$41,433	(\$4,143.30)	\$37,289.70
City of Miramar	\$32,201	(\$3,220.10)	\$28,980.90
City of North Lauderdale	\$15,599	(\$1,559.90)	\$14,039.10
City of Oakland Park	\$16,847	(\$1,684.70)	\$15,162.30
City of Pembroke Pines	\$24,218	(\$2,421.80)	\$21,796.20
City of Plantation	\$19,663	(\$1,966.30)	\$17,696.70
City of Pompano Beach	\$67,071	\$42,637.70	\$109,708.70
City of Sunrise	\$18,929	(\$1,892.90)	\$17,036.10
City of Tamarac	\$12,611	(\$1,261.10)	\$11,349.90
Total	\$493,448	(\$0.00)	\$493,448

*

*City of Pompano Beach will also be the lead agency and provide fiscal and programmatic oversight.

Term and Termination

1. This MOU shall remain in effect from October 1, 2017 through September 30, 2021, and its continuation shall be subject to the availability of necessary funding from the JAG Program.
2. A participating agency may withdraw from this agreement at any time by providing thirty (30) days written notice of its intent to withdraw to all other participating agencies.
3. This MOU may be terminated upon the written consent of all parties to this MOU.

Amendments

This MOU may be modified at any time upon the written agreement of all of the participating agencies.

Insurance and Indemnification

1. Each party agrees to maintain its own comprehensive general liability insurance, professional liability insurance, automobile liability insurance and workers compensation insurance policy or maintain a self-insuring fund for the term of the Agreement in the amounts determined by each party to adequately insure said party's liability assumed herein, but in no event shall such coverage be less than the amount of statutory waiver of sovereign immunity. The participating agencies agree to provide the **City of Pompano Beach** within thirty (30) days of entering this Agreement with proof of insurance if requested.
2. Each party shall be responsible for the negligent acts or omissions of their respective employees in accordance with Ch. 768.28, Fla. Stat. and nothing herein shall be deemed a waiver of those protections.

Guidelines

In performing its duties, responsibilities and obligations pursuant to this Agreement, each party agrees to: (i) adhere to the requirement standards set forth in the Office of Justice Programs' *Financial Guide*, as amended and Federal OMB Circular A-133, as applicable; and (ii) , the special conditions FY 2018 Edward Byrne Justice Assistance Grant (JAG) Local Solicitation Grant Award issued by DOJ. All participating agencies shall enter into a formal sub-award agreement between the **City of Pompano Beach** as Sub-award Grantor and the participating agency as the Sub-award Grantee in a form substantially similar to the attached Exhibit 1.

Records

- a. Each party understands that any and all records created as a result of participating in this Program may be subject to public disclosure pursuant to the Public Records Statute, Fla. Stat. Section 119.07 and shall be responsible for compliance with any public records request served upon it and any resultant award of attorney's fees for noncompliance.
- b. Each party shall maintain its own respective records and documents associated with MOU sufficient to demonstrate compliance with the terms of this Agreement for a period of five (5) years from the date of execution of the MOU and shall allow the **City of Pompano Beach** access to such records upon request.
- c. Each party, its employees or agents, shall allow access to its records concerning this MOU at reasonable times to the **City of Pompano Beach**, its employees, and agents. The term "agents" shall include, but is not limited to, auditors retained or employed by the **City of Pompano Beach**. The term "reasonable" shall be construed according to the individual party circumstances but ordinarily shall mean during normal business hours of 8:00 am to 5:00 pm, local time, Monday through Friday.
- d. Upon reasonable notice, the participating agency shall provide the **City of Pompano Beach** with any additional documentation, information, or reports as may be required by the **City of Pompano Beach**.

Execution

This agreement may be executed in counterparts each of which shall be deemed an original and all of which together shall be considered one and the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND
CITY CLERK

(SEAL)

Approved As To Form:

MARK E. BERMAN
CITY ATTORNEY

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this _____ day of _____, 2018, by **LAMAR FISHER** as Mayor, **GREGORY P. HARRISON** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

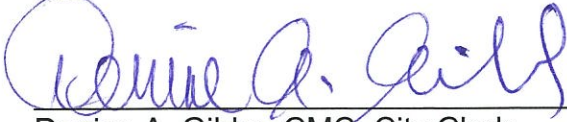
Commission Number

CITY OF MIRAMAR, FLORIDA

By: 

Vernon E. Hargray, Interim City Manager

ATTEST:



Denise A. Gibbs, CMC, City Clerk

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Miramar only:

By 

Weiss Serota Helfman, Cole & Bierman, P.L. ECG
City Attorney

Appendix E**Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)**

Each applicant must provide responses to the following questions as an attachment to the application:

- (1) Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with DHS or ICE?
- (2) Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in question 1?
- (3) If yes to either:
 - Please provide a copy of each law or policy;
 - Please describe each practice; and
 - Please explain how the law, policy, or practice complies with section 1373.

Note: Responses to these questions must be provided by the applicant to BJA as part of the JAG application. Further, the requirement to provide this information applies to all tiers of JAG funding, for all subawards made to state or local government entities, including public institutions of higher education. All subrecipient responses must be collected and maintained by the direct recipient of JAG funding and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

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

Local Government: FY 2018 Certification of Compliance with 8 U.S.C. §§ 1373 & 1644

On behalf of the applicant government entity named below, and in support of its application, I certify under penalty of perjury to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

- (1) I am the chief legal officer of the State or local government of which the applicant entity named below is a part ("the jurisdiction"), and I have the authority to make this certification on behalf of the jurisdiction and the applicant entity (that is, the entity applying directly to OJP). I understand that OJP will rely upon this certification as a material representation in any decision to make an award to the applicant entity.
- (2) I have carefully reviewed 8 U.S.C. §§ 1373(a) & (b), and 1644, 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 & 1644 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 applicant entity) understand that the U.S. Department of Justice will require States and local governments (and agencies or other entities thereof) to comply with 8 U.S.C. §§ 1373 & 1644, with respect to any "program or activity" funded in whole or in part with the federal financial assistance provided through the FY 2018 OJP program under which this certification is being submitted (the "FY 2018 OJP Program" identified below), specifically including any such "program or activity" of a governmental entity or -agency that is a subrecipient (at any tier) of funds under the FY 2018 OJP Program.
- (4) I (and also the applicant entity) 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, for purposes of this certification, 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 State or local government entity or -agency.
- (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 federal financial assistance sought by the applicant entity under this FY 2018 OJP Program; and
 - (b) any prohibitions or restrictions potentially applicable to the "program or activity" sought to be funded under the FY 2018 OJP Program that deal with sending to, requesting or receiving from, maintaining, or exchanging information of the types described in 8 U.S.C. §§ 1373(a) & (b), and 1644, whether imposed by a State or local government entity, -agency, or -official.
- (6) As of the date of this certification, neither the jurisdiction nor any entity, agency, or official of the jurisdiction 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 under the FY 2018 OJP Program (which, for the specific purpose of this paragraph 6, shall not be understood to include any such "program or activity" of any subrecipient at any tier), 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) & 1644; 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, or in the application that it supports, 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 applicant entity 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 OJP awards, including certifications provided in connection with such awards, are subject to review by USDOJ, including by OJP and by the USDOJ Office of the Inspector General.

Signature of Chief Legal Officer of the Jurisdiction

Printed Name of Chief Legal Officer

Date of Certification

Title of Chief Legal Officer of the Jurisdiction

Name of Applicant Government Entity (*i.e.*, the applicant to the FY 2018 OJP Program identified below)

FY 2018 OJP Program: Byrne Justice Assistance Grant (JAG) Program: Local

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

**Local Government: FY 2018 Certification Relating to
8 U.S.C. §§ 1226(a) & (c), 1231(a)(4), 1324(a), 1357(a), & 1366(1) & (3)**

On behalf of the applicant government entity named below, and in support of its application, I certify under penalty of perjury to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief legal officer of the unit of local government of which the applicant entity named below is a part ("the jurisdiction"), and I have the authority to make this certification on behalf of the jurisdiction and the applicant entity (that is, the entity applying directly to OJP). I understand that OJP will rely upon this certification as a material representation in any decision to make an award to the applicant entity.
2. I have carefully reviewed each of the following sections of title 8, United States Code:
 - a. § 1226(a) & (c) (authorizing arrest and detention of certain aliens and providing that the federal government "shall take into custody" certain criminal aliens "when the alien is released");
 - b. § 1231(a)(4) (federal government may not "remove an alien who is sentenced to imprisonment until the alien is released from imprisonment");
 - c. § 1324(a) (forbidding any "person," in "knowing or in reckless disregard of the fact that an alien has come to, entered, or remains in the United States in violation of law," to "conceal[], harbor[], or shield[]" from detection, or attempt[] to conceal, harbor, or shield from detection, such alien in any place, including any building or any means of transportation" or to "engage in any conspiracy to commit any of the preceding acts ... or aid[] or abet[] the commission of any of the preceding acts");
 - d. § 1357(a) (authorizing immigration officers, "anywhere in or outside the United States" (see 8 C.F.R. § 287.5(a)), to "interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States"); and
 - e. § 1366(1) & (3) (requiring the Attorney General annually to submit to Congress "a report detailing ... (1) the number of illegal aliens incarcerated in Federal and State prisons for having committed felonies, stating the number incarcerated for each type of offense; [and] (3) programs and plans underway in the Department of Justice to ensure the prompt removal from the United States of criminal aliens subject to removal").
3. I (and also the applicant entity) understand that USDOJ will require States and local governments (including State and local government entities, -agencies, and -officials), with respect to any "program or activity" funded in whole or in part with the federal financial assistance provided through the FY 2018 OJP program under which this certification is being submitted (the "FY 2018 OJP Program" identified below), specifically including any such "program or activity" of a governmental entity or -agency that is a subrecipient (at any tier) of funds under the FY 2018 OJP Program, not to violate, or to aid or abet any violation of, 8 U.S.C. § 1324(a), and not to impede the exercise by federal officers of authority under 8 U.S.C. § 1357(a) or relating to 8 U.S.C. § 1366(1) & (3) or 8 U.S.C. § 1226(a) & (c).
4. I (and also the applicant entity) 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, for purposes of this certification, 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 State or local government entity or -agency.
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 federal financial assistance sought by the applicant entity under this FY 2018 OJP Program; and
 - b. any laws, rules, policies, or practices potentially applicable to the "program or activity" sought to be funded under the FY 2018 OJP Program that implicate any of the requirements relating to 8 U.S.C. §§ 1226(a) & (c), 1324(a), 1357(a), & 1366(1) & (3) that are described in ¶ 3 of this certification, whether imposed by a State or local government entity, -agency, or -official.
6. As of the date of this certification, neither the jurisdiction nor any entity, agency, or official of the jurisdiction has in effect, purports to have in effect, or is subject to or bound by, any law, rule, policy, or practice that would apply to the "program or activity" to be funded in whole or in part under the FY 2018 OJP Program (which, for the specific purpose of this paragraph 6, shall not be understood to include any such "program or activity" of any subrecipient at any tier), and that would or does— (1) violate, or aid or abet any violation of, 8 U.S.C. § 1324(a); (2) impede the exercise by federal officers of authority under 8 U.S.C. § 1357(a); (3) impede the exercise by federal officers of authority relating to 8 U.S.C. § 1366(1) & (3); or (4) impede the exercise by federal officers of authority relating to 8 U.S.C. § 1226(a) & (c).

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, 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 applicant entity 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 OJP awards, including associated certifications, are subject to review by USDOJ, including by OJP and the USDOJ Office of the Inspector General.

Signature of Chief Legal Officer of the Jurisdiction

Printed Name of Chief Legal Officer

Date of Certification

Title of Chief Legal Officer of the Jurisdiction

Name of Applicant Government Entity (*i.e.*, the applicant to the FY 2018 OJP Program identified below)

FY 2018 OJP Program: Byrne Justice Assistance Grant (JAG) Program: Local

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

Edward Byrne Justice Assistance Grant Program FY 2018 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2018 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify under penalty of perjury to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I certify that— (a) the programs to be funded by the award (if any) that OJP makes based on the application described above meet all the requirements of the JAG Program statute (34 U.S.C. §§ 10151-10158); (b) all the information contained in that application is correct; (c) in connection with that application, there has been appropriate coordination with affected agencies; and (d) in connection with that award (if any), the applicant unit of local government will comply with all provisions of the JAG Program statute and all other applicable federal laws.
7. I have examined certification entitled "State or Local Government: FY 2018 Certification of Compliance with 8 U.S.C. §§ 1373 & 1644" executed by the chief legal officer of the applicant government with respect to the FY 2018 JAG program and submitted in support of the application described above, and I hereby adopt that certification as my own on behalf of that government. (This provision is not applicable to Indian tribal government applicants.)
8. I have examined certification entitled "State or Local Government: FY 2018 Certification Relating to 8 U.S.C. §§ 1226(a) & (c), 1231(a)(4), 1357(a), & 1366(1) & (3)" executed by the chief legal officer of the applicant government with respect to the FY 2018 JAG program and submitted in support of the application described above, and I hereby adopt that certification as my own on behalf of that government. (This provision is not applicable to Indian tribal government applicants.)

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, 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 applicant unit of local government 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 OJP awards, including certifications provided in connection with such awards, are subject to review by USDOJ, including by OJP and by the USDOJ Office of the Inspector General.

Signature of Chief Executive of the Applicant Unit of
Local Government

Date of Certification

Printed Name of Chief Executive

Title of Chief Executive

Name of Applicant Unit of Local Government