

**SUBGRANT PARTICIPATION AGREEMENT BETWEEN THE CITY OF
FORT LAUDERDALE AND THE STATE ATTORNEY OF THE
SEVENTEENTH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY,
FLORIDA FOR PARTICIPATION IN THE LOCAL LAW ENFORCEMENT
CRIME GUN INTELLIGENCE CENTER INTEGRATION INITIATIVE**

WHEREAS, the City of Fort Lauderdale (“City”) has been designated as the recipient of a federal grant, the Local Law Enforcement Crime Gun Intelligence Center (hereinafter “CGIC”) Integration Initiative (Award Number 15PBJA-21-GG-03280-JAGP), administered by the Bureau of Justice Assistance (hereinafter “BJA”) in partnership with the Bureau of Alcohol, Tobacco, Firearms and Explosives (hereinafter “ATF”); and

WHEREAS, the grant provides for funding to state, local and tribal government entities that are experiencing precipitous increases in gun-related violent crime to implement comprehensive and holistic models to reduce violent crime and the illegal use of firearms within their jurisdictions by enabling them to integrate with their local ATF CGIC. The purpose of this initiative is to encourage state, local and tribal jurisdictions’ capacity to work with their ATF partners to utilize intelligence, technology, and community engagement to swiftly identify firearms used unlawfully and their sources, and effectively prosecute perpetrators engaged in violent crime; and

WHEREAS, a portion of the grant funding will be allocated to support the assignment of dedicated assistant state attorneys within the Seventeenth Judicial Circuit State Attorney’s Office (hereinafter “SAO”) that will handle all CGIC cases; and

WHEREAS, the federal grant is subject to strict limitations and conditions imposed upon the recipient by both BJA and the ATF as set forth in the respective grant award and subgrant agreement documents, which are attached hereto; and

WHEREAS, the undersigned parties agree to strictly abide by the terms and conditions set forth in the above-referenced documents, as well as the provisions of this Participating Agency Subgrant Agreement.

NOW THEREFORE, in consideration of the mutual covenants expressed herein the parties agree as follows:

1. Each party hereto acknowledges and agrees to be bound by the applicable terms and conditions of the Federally Funded Subgrant Agreement, including all exhibits and attachments thereto, as presently constituted or as may be amended hereafter, just as if each undersigned were the specific “recipient” as referenced in said Agreement.
2. The SAO will monitor the status of CGIC cases and apply resources to increase the number of successful prosecutions. All partners have agreed to use all actionable intelligence generated by the CGIC in pursuit of violent offenders.

3. The SAO agrees to receive funds under the grant in order to offset a portion of the salaries of assistant state attorneys solely dedicated to assist with the initiative as outlined in the Grant, including, but not limited to, assisting in the investigation of alleged violent crime gun activity and the prosecution thereof.
 - a. SAO agrees that any funds received as a result of this Agreement shall be used in accordance with all federal and program guidelines.
 - b. SAO shall also submit to the City documentation, in a form acceptable to the City, identifying the SAO personnel assigned to support the CGIC program and the work performed by those personnel in furtherance of the program goals, including the hours expended.
 - c. In no event shall the SAO receive funding which exceeds 20% of the grant award.
4. The SAO has agreed to provide three (3) SAO staff members, who will be dedicated to case filing reviews with police investigators and other CGIC team members to assist in developing probable cause for the arrest and successful prosecution of violent criminals and those individuals who are supplying firearms thereto.
5. The SAO agrees to confer with the United States Attorney's Office to ensure that prosecutions are brought by the appropriate prosecuting authority.
6. The SAO agrees to consult with the applicable parties regarding bail recommendations for arrested and/or charged individuals.
7. Under no circumstances will the City of Fort Lauderdale be liable to any party hereto or to any other person or entity for costs or expenses connected with this Agreement or the afore-mentioned Grant. The City of Fort Lauderdale's sole financial obligation to the parties hereto is to disburse federal grant funds actually received through this Grant to the appropriate party for reimbursement of specifically approved expenditures.
8. The parties hereto agree to execute any and all additional documents, provide additional information, and make additional certifications as may be required in satisfaction of the parties' obligations under this Agreement and the Federally Funded Subgrant Agreement.
9. The City of Fort Lauderdale shall have enforcement rights and remedies to compel the performance of the parties' obligations hereunder coextensive with the corresponding rights and remedies retained by the State or federal governments, or

any agencies thereof, against the “recipient” specified in the Federally Funded Subgrant Agreement.

10. This Agreement applies to the Local Law Enforcement CGIC Integration Initiative for succeeding fiscal years subject to modifications of terms contained within the applicable State or federal subgrant agreements.
11. Any party may terminate its participation in this Agreement by sending written notice of termination to the Chief of Police of the Fort Lauderdale Police Department thirty days prior to the intended date of termination. However, that the terminating party must comply with all contractual obligations incurred through the date of termination, including any obligations the performance of which extends beyond the termination date.

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