

**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 NATIONAL SEXUAL ASSAULT KIT
INITIATIVE**

WHEREAS, the State Attorney of Broward County (“SAO”) has been designated as the recipient of a federal grant, the National Sexual Assault Kit Initiative (hereinafter "SAKI") (Award Number ISPBJA-24-GG-05431-SAKI), administered by the Bureau of Justice Assistance (hereinafter "BJA"); and

WHEREAS, the grant provides for funding to state, local and tribal government entities to reduce sexual assault and violent crime, hold violent offenders accountable, and deliver support and justice for victims resulting from significant backlogs of unsubmitted and partially tested sexual assault kits (“SAKs”). Funding for this initiative will provide resources and support to criminal justice agencies in their efforts to improve their jurisdictional response to the high number of sexually motivated cold cases in Broward County, and to help ensure a safer community and provide closure for the victims and survivors; and

WHEREAS, a portion of the grant funding will be allocated to support the time and effort incurred by City of Fort Lauderdale (“CITY”) through its Fort Lauderdale Police Department (“FLPD”) personnel associated with the investigation of eligible cold cases; and

WHEREAS, the federal grant is subject to strict limitations and conditions imposed upon the recipient by BJA as set forth in the respective grant award and special conditions, which are attached hereto (“Exhibit A”); and

WHEREAS, the undersigned parties agree to strictly abide by the terms and conditions set forth in the Exhibit A, 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 federal grant award listed above, 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 Broward Sheriff Office Crime Laboratory will identify potentially eligible cold cases, which will then be reviewed by the multi-disciplinary taskforce to determine if eligible under the grant. The FLPD will monitor the status of eligible cold cases and apply resources to re-open and conduct investigative follow up to resolve said cases. All partners have agreed to use all actionable intelligence generated under SAKI in pursuit of violent offenders.

3. The FLPD agrees to receive funds under the grant in order to offset a portion of the overtime incurred by personnel through participation in the multi-disciplinary taskforce, review of unresolved cold cases by the multi-disciplinary taskforce, creation of an inventory of said cases, preparing evidence for DNA testing, and other investigative actions to assist with the initiative as outlined in the grant.
 - a. FLPD agrees that any funds received as a result of this Agreement shall be used in accordance with all federal and program guidelines.
 - b. FLPD shall also submit documentation to the SAO, in a form acceptable to the SAO, identifying the FLPD personnel assigned to support the SAKI program and the work performed by those personnel in furtherance of the program goals, including the hours expended and/or any investigative expenses incurred (training, travel, supplies, etc.) during the performance period of the grant.
4. Under no circumstances will the SAO be liable to any party hereto or to any other person or entity for costs or expenses connected with this Agreement or the afore-mention Grant. The SAO'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.
5. 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 federal grant award listed above.
6. The SAO shall have enforcements 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 federal grant award.
7. This Agreement applies to the National Sexual Assault Kit Initiative for succeeding fiscal years subject to modifications of terms contained within the applicable State or federal subgrant agreements.
8. Any party may terminate its participation in this Agreement by sending written notice of termination to the Broward County State Attorney thirty days prior to the intended date of termination. However, 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.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement on the dates indicated below.

City of Fort Lauderdale:

Dean J. Trantalis
Mayor

Date

[Municipal Seal]

ATTEST:

David R. Soloman
City Clerk

Date

Rickell Williams
City Manager

Date

Approved as to Form:

Julie Steinhardt
Assistant City Attorney

Date

Broward County State Attorney's Office:

Neva Rainford-Smith, Esq.
Executive Director

Date