

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2021 | 2022 | 2023 | 2024 | 2025 |
|---|-------------|-------------|-------------|-------------|-------------|
| Capital Expenditures | 0 | | | | |
| Operating Costs | \$79,082 | | | | |
| External Revenues | (\$79,082) | | | | |
| Program Income (County) | | | | | |
| In-Kind Match (County) | 0 | | | | |
| Net Fiscal Impact | 0 | | | | |
| # Additional FTE Positions (Cumulative) | 0 | | | | |

Is Item Included in Current Budget: YES _____ NO X

Budget Account No.: Fund 1152 Agency 160 Org 2400 Object 3129

Reporting Category _____

Does this item include the use of federal funds: Yes X No _____

B. Recommended Sources of Funds / Summary of Fiscal Impact:

The FY20 Paul Coverdell National Forensic Sciences Improvement Grant is pass-through the Florida Department of Law Enforcement from the U.S. Department of Justice, Bureau of Justice Assistance. There is no match requirement associated with this award.

| | |
|--|----------|
| FY20 Paul Coverdell National Forensic Sciences Improvement Grant | \$79,082 |
| Total Program Budget | \$79,082 |

III REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

| | |
|---|--|
| <p><u>Polygon Power</u> 4/12/21 OFMB 97 4-9-21 LM 4A</p> | <p><u>Dr. J. Jacobson</u> 4/14/21 Contract Administration 8-14-21 TW</p> |
|---|--|

B. Legal Sufficiency:

[Signature]
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

**SUBRECIPIENT AGREEMENT
FOR FEDERAL GRANT FUNDING ASSISTANCE
THROUGH FLORIDA'S ADMINISTERING AGENCY:
THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT**

**FY20 Paul Coverdell Forensic Sciences Improvement Act Formula Grant Program
CFDA No. 16.742 - Federal grant award number 2020-CD-BX-0008
U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance**

This Subrecipient Agreement is entered into between the following Parties: the **Florida Department of Law Enforcement** (FDLE), a state agency, and the **Palm Beach County Sheriff's Office Crime Laboratory** ("the Subrecipient" or "the Subgrantee").

WHEREAS, the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) is providing financial assistance to the Florida statewide criminal analysis laboratory system (Section 943.32, Florida Statutes (2010)) through the 2020 Paul Coverdell Forensic Sciences Improvement Act Formula Grant Program, ("FY2020 Coverdell Forensic Science Improvement Grant" or "the Grant");

WHEREAS, the Coverdell program is authorized by Title I of the Omnibus Safe Streets and Crime Control Act of 1968, Part BB, codified at 42 U.S.C. § 3797j-3797o ("the Coverdell law");

WHEREAS, FDLE has been awarded federal funds by DOJ/OJP under the FY2020 Coverdell Forensic Science Improvement Grant and has been designated by BJA as the State Administering Agency in Florida for said Grant; FDLE serves as a "Recipient" of federal funds under the Grant and as a "Pass-through entity" or "Grantor" when providing such funds ("subgrant award") to the Subrecipient;

WHEREAS, the FY2020 Coverdell Forensic Science Improvement Grant award to Florida includes funding for the Subrecipient to improve the quality and timeliness of forensic science or medical examiner services in accordance with the Grant's requirements and the terms of this Agreement; and

WHEREAS, federal and state laws and regulations impose certain requirements upon a Recipient, a Pass-Through Entity, and a Subrecipient of financial assistance from DOJ/OJP/BJA through the Grant.

NOW THEREFORE, the Parties agree to the following:

Grant Period. This Agreement covers funding and related activities for the term of the FY2020 Coverdell Forensic Science Improvement Grant, which is currently 01/01/2021-9/30/2022. The total period of an award under the Grant, including one that receives project period extensions, ordinarily will not exceed 3 years.

Subgrant Award (Subaward). FDLE is authorized to subaward Grant funds to the Subrecipient in an amount not to exceed \$79,082 under the terms of the FY2020 Coverdell Forensic Science Improvement Grant Award to FDLE from DOJ/OJP dated October 22, 2020, and pursuant to the terms of this Agreement, subject to applicable federal, state, and local laws, regulations, directives, and guidance.

No Match Requirement. There is no State or local match required under the Grant.

Availability of Funds. All awards under the Grant and this Agreement are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

Compliance/Sanctions. As part of the Subrecipient's acceptance and use of any federal financial assistance from the Grant provided through FDLE pursuant to this Agreement, the Subrecipient agrees to comply with the applicable federal, state, and local laws, regulations, directives and guidance, and the terms of this Agreement. Further, the Subrecipient agrees to ensure compliance with such requirements by Subrecipient's contractors or other entities to which Subrecipient provides Grant funds including, but not limited to, use of competitive procurement or a detailed cost analysis for services, if applicable. The Subrecipient agrees to dispose of non-expendable property acquired with federal financial assistance under this Agreement, if any, in accordance with applicable statute, rules and regulations.

The Subrecipient agrees to comply with the financial and administrative requirements set forth in the current edition of the **Office of Justice Programs Financial Guide** ("the OJP Financial Guide") which incorporates by reference the provisions of the federal Office of Management and Budget (OMB) circulars and government-wide common rules

applicable to grants and cooperative agreements. (The OJP Financial Guide includes information on allowable costs, methods of payment, audit requirements, accounting systems, and financial records.)

For reference, below are the **federal circulars, common rules, and restrictions** that may be applicable.

OMB Circulars/Regulations:

- OMB Circular A-102 - "Grants and Cooperative Agreements With State and Local Governments";
- 2 CFR Part 225 - (formerly known as OMB Circular A-87) - "Cost Principles for State, Local, and Indian Tribal Governments" (codified at 28 CFR Part 66, by reference);
- OMB 2 CFR Part 200 - "Audits of States, Local Governments, and Non-Profit Organizations" (codified at 28 CFR Parts 66 and 70);

Government-wide Common Rules:

- "Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Units of Governments," (codified at 28 CFR Part 66) (Grants Management Common Rule for State and Local Units of Governments);
- "Government-wide Debarment and Suspension (Nonprocurement)" (codified in 2 CFR Parts 180 and 2867, formerly in 28 CFR Part 67);
- "Government-wide Requirements for Drug-Free Workplace (Grants)" (codified at 28 CFR Part 83); and
- "New Restrictions on Lobbying" (codified at 28 CFR Part 69).

The Subrecipient agrees to comply with the additional DOJ/OJP requirements for OJP grant funding found at http://www.ojp.usdoj.gov/funding/other_requirements.htm, as applicable.

If the Subrecipient materially fails to comply with all terms and conditions for the Grant funds, including civil rights requirements, whether stated in a federal statute, regulation, assurance, application, notice of award, or agreement, the following actions may be taken by FDLE and/or DOJ/OJP:

1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient;
2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current award to the Subrecipient;
4. Withhold further awards to the Subrecipient for the project, program or organization; and
5. Take other remedies that may be legally available.

Certifications. Pursuant to the Grant solicitation, the Subrecipient has made the required certifications and will comply with all related requirements. (Exhibit A)

Use of Funds. Funds provided under this award shall be used for the purposes and types of expenses set forth in the FY20 Solicitation: Paul Coverdell Forensic Science Improvement Grant Program, (i.e., the program announcement), above-referenced federal, state, local requirements, and pursuant to the approved application, budget, etc., submitted by the Subrecipient and FDLE, and any related amendments.

Funds shall not be used for general law enforcement functions or non-forensic investigatory functions, and shall not be used for research or statistical projects or activities.

The Subrecipient shall not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP, and only if permitted by all applicable laws.

Copyrights. DOJ/OJP/BJA reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal Government purposes: 1) The copyright in any work developed under a subaward; and 2) Any rights of copyright to which a subrecipient purchases ownership with subaward funds.

Patents, Patent Rights, and Inventions. If any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored by the subaward funds, such facts must be promptly and fully reported to FDLE and DOJ/OJP/BJA. Unless there is a prior agreement between FDLE and DOJ/OJP/BJA on disposition of such items, DOJ/OJP/BJA shall determine whether protection on the invention or discovery shall be sought. DOJ/OJP/BJA will also determine how rights in the invention or discovery (including rights under any patents issued thereon) shall be allocated and administered in order to protect the public interest consistent with "Government Patent Policy" (President's Memorandum for Heads of Executive Departments and Agencies, dated August 23, 1971,

and statement of Government Patent Policy, as printed in 36 FR 16839). (Government-wide regulations have been issued at 37 CFR Part 401 by the U.S. Department of Commerce.)

Records. The Subrecipient is required to establish and maintain adequate cost accounting systems and financial records to accurately account for funds awarded to it.

Retention. All financial records, supporting documents, statistical records, and all other records pertinent to the Grant funds awarded to the Subrecipient shall be retained by the Subrecipient for AT LEAST 5 YEARS following notification by FDLE or OJP that the grant has been programmatically and fiscally closed OR at least 5 years following the closure of its audit report covering the entire award period, whichever is later. Records may be retained in an automated format. Records for equipment, nonexpendable personal property, and real property shall be retained for a period of 5 years from the date of the disposition or replacement or transfer. If any litigation, claim, or audit is started before the expiration of the 5-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved. The Subrecipient must comply with any additional requirements which may exist in state and/or local law for record retention and maintenance.

Access. FDLE, DOJ, OJP, BJA, DOJ-Office of the Inspector General, the Comptroller General of the United States, the Auditor General of the State of Florida - or any of the authorized representatives of such entities shall have the right of access to any pertinent books, documents, papers, or other records of the Subrecipient, its implementing entity, and its contractor(s), in order to make audits, examinations, excerpts, and transcripts. The right of access shall not be limited to the required retention period but shall last as long as the records are retained.

FDLE reserves the right to unilaterally terminate this Agreement if the Subrecipient, its implementing agency, or its contractor(s) refuses to allow public access to all documents, papers, letters, or other materials which are subject to the public record provisions of Chapter 119, Florida Statutes.

Loss, Damage, or Theft of Equipment. The Subrecipient is responsible for replacing or repairing property which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage, or theft of the property must be investigated and fully documented and made part of the official Grant project records.

Reimbursements and Related Deliverables/Scope of Work.

Reimbursements. The Subrecipient may invoice FDLE for reimbursement under the Grant on either a monthly or quarterly basis. The maximum allowable reimbursable amount shall be \$79,082. Reimbursements to the Subrecipient will be limited to actual, allowable expenses documented and submitted to FDLE. All invoices, receiving documentation, purchase orders, and proof of payment must be submitted by the Subrecipient with related reimbursement requests. The Subrecipient shall make all supporting documentation available upon request, to comply with federal and/or state grant documentation requirements and/or audits.

Invoices for reimbursement of allowable costs and supporting documentation should be submitted to:

Florida Department of Law Enforcement
Attn: IFS Program – Office of Policy & Planning
P.O. Box 1489
Tallahassee, Florida 32302

Reimbursement funds should be remitted to:

Palm Beach County Sheriff's Office
FEID: 59-6000789
ATTN: Accounting Department
3228 Gun Club Road
West Palm Beach, FL 33406

Final reimbursement requests must be received by FDLE no later than 30 days after the end date of the FY2020 Coverdell Forensic Science Improvement Grant award period. Reimbursement requests received more than 30 days after the end of the award period may be denied for payment. As the grantee, the FDLE reserves the right to reallocate unused funding in order to maximize the federal award. Detailed spending plans will be required of all sub-recipients who show no project activity by June 30th.

Deliverables/Scope of Work. The Subrecipient must meet the requirements of quantifiable units of "deliverables" and "scope of work" as identified in the approved budget for the subgrant award to the Subrecipient that serve to reduce

analysis time of forensic cases submitted to crime laboratories and aid in the reduction of Florida's backlog. All deliverables and project scope must align with the goals and requirements of the FY20 Solicitation: Paul Coverdell Forensic Science Improvement Grant Program, and Florida law (e.g., Section 215.971, Florida Statutes (2010)).

Reporting Requirements/Performance Measures.

Semi-annual reports. The Subrecipient agrees to comply with performance measure reporting requirements as outlined in the FY2020 Coverdell Forensic Science Improvement Grant and pursuant to the requirements of DOJ/OJP/BJA and FDLE. Performance measure documentation must be submitted to FDLE within fifteen (15) days of the completion of the semi-annual reporting period.

Annual Report. The Subrecipient will also report to FDLE the following information related to the Subrecipient's Certification as to External Investigations (Per 42 U.S.C Section 3797k(4) regarding independent external investigations into allegations of serious negligence or misconduct by employees or contactors) on a annual basis: 1) the number and nature of any such allegations about the Subrecipient which are known to the Subrecipient; 2) information on the referrals of such allegations (e.g., the government entity or entities to which referred, the date of referral); 3) the outcome of such referrals (if known as of the date of the report); and 4) if any such allegations were not referred, the reason(s) for the non-referral.

The Subrecipient's report on external investigation allegations must be submitted to FDLE within fifteen (15) days of request.

Final report. The Subrecipient shall submit a final report to FDLE that (1) includes a summary and assessment of the program carried out with the Grant funds, (2) identifies the number and type of cases accepted during the Grant award period by the forensic laboratory or laboratories that received the Grant funds, and (3) cites the specific improvements in the quality and/or timeliness of forensic science and medical examiner services (including any reduction in forensic analysis backlog) that occurred as a direct result of the Grant funds.

The Subrecipient's final report is due no later than 30 days following the close of the award period or the expiration of any extension periods.

Penalties for untimely submissions or failure to provide required reports/information. Payments to the Subrecipient (including payments under future awards) may be withheld, or other related requirements may be imposed, if required information and reports are not submitted within the specified time periods.

Audit and Monitoring. As noted above, the Subrecipient agrees to comply with relevant provisions of the organizational audit requirements of the current version of OMB 2 CFR Part 200, Audits of States, Local Governments, and Non-Profit Organizations, and understands and agrees that funds may be withheld, or other related requirements may be imposed, if any outstanding audit issues from OMB 2 CFR Part 200 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed.

Audit Thresholds (OMB 2 CFR PART 200): If the Subrecipient expends \$750,000 or more in Federal funds (from all sources including pass-through subawards) in the organization fiscal year (12-month turnaround reporting period), the Subrecipient shall have a single organization-wide audit conducted in accordance with OMB 2 CFR Part 200. If the Subrecipient expends less than \$750,000 a year in Federal funds, the Subrecipient is exempt from Federal audit requirements for that year; however, the Subrecipient must make records available for review or audit by appropriate officials including the Federal agency/agencies which provided the federal funds, the pass-through entity/entities (FDLE for this Agreement), and the federal General Accounting Office.

Failure to have the above-referenced audits performed as required will result in the withholding of new discretionary awards and/or withholding of funds or change in the method of payment on active awards. Known or suspected violations of any law encountered during the Subrecipient's audits, including fraud, theft, embezzlement, forgery, or other serious irregularities, must be communicated to FDLE and DOJ/OJP.

As required by federal grant guidance, an audit performed in accordance with Office of Management and Budget (OMB), Uniform Requirements, 2 C.F.R. 200, Subpart F - Audit Requirements must be conducted and submitted to the Federal Audit Clearinghouse at <https://harvester.census.gov/facweb/>.

1. The Federal Audit Clearinghouse designated in OMB 2 CFR Part 200 (the number of copies required by Sections .320 (d)(1) and (2), OMB 2 CFR Part 200) should be submitted to the Federal Audit Clearinghouse, at the following address:

Federal Audit Clearinghouse

Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB 2 CFR Part 200.

Additional monitoring/assessment: Additional monitoring of the Subrecipient may include, but are not limited to, inspections, reviews, investigations, audits, or on-site visits by FDLE, the Chief Financial Officer (CFO) or the Auditor General of the State of Florida. The Subrecipient will comply and cooperate with all such monitoring activities.

Pursuant to DOJ requirements, the Subrecipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

Reporting Irregularities. The Subrecipient shall promptly notify FDLE, DOJ/OJP, and the Federal cognizant audit agency of any illegal acts, irregularities and/or proposed and actual actions regarding the Grant funds. Illegal acts and irregularities include conflicts of interest, falsification of records or reports, and misappropriation of funds or other assets. The Subrecipient should promptly refer to FDLE and to the DOJ/Office of Inspector General (OIG) any allegation and/or credible evidence that a principal, employee, agent, contractor, subrecipient/subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds, by contacting DOJ-Office of Chief Financial Officer, Customer Service Branch (CSB), via e-mail ask.ocfo@usdoj.gov or by calling 1-800-458-0786, and/or the Office of the Inspector General (OIG) Mail: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W., Room 4706, Washington, DC 20530; E-mail: oig.hotline@usdoj.gov; Hotline: (contact information in English and Spanish): (800) 869-4499 or Hotline Fax: (202) 616-9881.

Environmental Assessment. The Subrecipient agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award. Environmental Assessment (EA): The Subrecipient agrees and understands that funded activities (whether conducted by the subrecipient or contractors) may require the preparation of an environmental assessment (EA) as defined by the Council on Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500. An EA is a concise public document that briefly provides sufficient analysis for determining whether to prepare an environmental impact statement (EIS) or a finding of no significant impact for the proposed activity. If in completing an EA for a proposed activity, potential adverse environmental impacts are identified, the EA will serve as a vehicle for developing either alternative approaches or mitigation measures for avoiding or reducing the identified adverse environmental impacts.

Throughout the term of this award, the Subrecipient agrees that for any activity that is the subject of a completed Environmental Assessment (EA), it will inform BJA of (1) any change(s) that it is considering making to the previously assessed activity; (2) any changed circumstances, such as a change in the project site's conditions; or (3) any significant new information. The Subrecipient will not implement a proposed change until BJA, with the assistance of the Subrecipient, has determined whether the proposed change will require additional review under NEPA. Likewise, in the case of new circumstances or information arising, BJA, with the assistance of the Subrecipient, will determine if any additional environmental impact analysis is necessary. The approval will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an BJA-conducted environmental impact review process.

Contract Liaisons. The FDLE contract manager for this Agreement is:

Danny Van Vliet
Government Analyst II
Florida Department of Law Enforcement
I&FS Program – Office of Policy & Planning
P.O. Box 1489
Tallahassee, Florida 32302
850-410-8374
DanielVanVliet@fdle.state.fl.us

The Subrecipient representative responsible for administration of this Agreement is:

| | |
|---------|------------------------------------|
| NAME | Catherine C. Nigra |
| TITLE | Forensic Quality Assurance Manager |
| ADDRESS | 3075 Gun Club Road |
| | West Palm Beach, FL 33406 |
| PHONE | 561-688-4227 |
| EMAIL | NigraC@pbso.org |

Modifications. This Agreement may be modified or amended in writing, with signatures of both Parties, if not prohibited by DOJ/OJP/BJA. This Agreement may also be modified or amended by operation of law or regulation. No formal amendment with signatures is required to amend the grant budget for the Subrecipient. The Subrecipient will request amendments electronically and obtain electronic approval for request.


Effective Date and Termination/Cancellation. This Agreement is effective between the Parties on the last date of signatures by the Parties. This Agreement applies to the entire Grant period and all Grant projects and funds applicable to the Subrecipient.

This Agreement terminates 90 (ninety) days after the close of the Grant period or 1) by operation or requirement of law or regulation; or 2) by written agreement signed by both Parties, as permitted by DOJ/BJA/OJP. Some provisions of this Agreement may continue to apply to the Parties after termination, including but not limited to requirements for retention of and access to records and audits.

IN WITNESS HEREOF, the Parties agree with the terms and conditions in this Agreement which consists of six (6) pages plus Exhibit A which consists of six (6) pages, by placing their signatures below, through their respective, duly-authorized officials.

Subrecipient


Palm Beach County Sheriff's Office Crime Laboratory
PHYSICAL/STREET ADDRESS: 3228 GUN CLUB ROAD
WEST PALM BEACH, FLORIDA 33406-3001

By: 

Ric Bradshaw
Sheriff

Date: 3/16/2021

FLORIDA DEPARTMENT OF LAW ENFORCEMENT
2331 Phillips Road
Tallahassee, Florida 32308

By: 

Tom Foy
Assistant Commissioner

Date: 3-2-2021

21- 0753

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

Page 1 of 1

FUND 1152 - Sheriff's Grants Fund

BGEX 040921*1194
BGRV 040921*468

Use this form to provide budget for items not anticipated in the budget.

| ACCT.NUMBER | ACCOUNT NAME | ORIGINAL BUDGET | CURRENT BUDGET | INCREASE | DECREASE | ADJUSTED BUDGET | EXPENDED/ ENCUMBERED | REMAINING BALANCE |
|------------------------------|-------------------------------------|-------------------|---------------------|-----------------|------------|-------------------|----------------------|-------------------|
| Revenues | | | | | | | | |
| <u>Paul Coverdell FY2020</u> | | | | | | | | |
| 160-2400-3129 | Federal Grant - Other Public Safety | 0 | | 79,082 | 0 | 79,082 | | |
| | TOTAL REVENUES | 10,807,823 | \$10,090,366 | \$79,082 | \$0 | 10,169,448 | | |
| Expenditures | | | | | | | | |
| <u>Paul Coverdell FY2020</u> | | | | | | | | |
| 160-2400-9498 | Transfer to Sheriff's Fund 1902 | 0 | | 79,082 | 0 | 79,082 | | |
| | TOTAL EXPENDITURES | 10,807,823 | \$10,090,366 | \$79,082 | \$0 | 10,169,448 | | |


Palm Beach County Sheriff's Office

Signatures

Date

By Board of County Commissioners
At Meeting of May 4, 2021

INITIATING DEPARTMENT/DIVISION

 4-8-2021
Reynolds Rawls 4/12/21

Administration/Budget Department Approval

Deputy Clerk to the
Board of County Commissioners

OFMB Department - Posted