Agenda Item No. 3CC-6

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: October 20, 2026	**[x]**	**Consent**	**[ ]**	**Regular**
	[ ]	**Ordinance**	**[ ]**	**Public Hearing**

Department:
Submitted By: Palm Beach County Sheriff's Office
Submitted For: Palm Beach County Sheriff's Office

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: A) accept on behalf of the Palm Beach County Sheriff's Office (PBSO), an Award Agreement for the FY2026-2027 PBSO Forensic Genetic Testing Phase 2 Project (FGT) between the Florida Department of Law Enforcement (FDLE) and PBSO for the period of July 1, 2026 through June 30, 2027; and **B) approve** a budget amendment of $625,000 in the Sheriff's Grant Fund.

Summary: During the 2026-2027 Legislative Session, the Florida Legislature authorized funding in the amount of $625,000 to PBSO through FDLE for the PBSO FGT Project. These funds will be used to contract with a specialized lab which provides genealogy testing services utilizing advanced DNA analysis. **There is no match requirement associated with this award**. The Catalog of State Financial Assistance (CSFA) number is 71.201, the award number is BB021. Countywide (RS)

Background and Justification: During the 2026-2027 Legislative Session, the Florida Legislature authorized funding for Forensic Genetic Genealogy (FGG) testing for PBSO to identify human remains and resolve active and cold cases.

Attachments:

1. Award Agreement
2. Budget Amendment

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RECOMMENDED BY: Ric L. Bradshaw Digitally signed by Ric L. Bradshaw Date: 2026.09.17 10:03:45 -04'00'
DEPARTMENT DIRECTOR DATE

APPROVED BY: N/A
COUNTY ADMINISTRATOR DATE

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	**2027**	**2028**	**2029**	**2030**	**2031**
Capital Expenditures	0				
Operating Costs	0				
External Revenues	0				
Program Income (County)					
In-Kind Match (County)	0				
Net Fiscal Impact**	*				
# Additional FTE Positions (Cumulative)	0				

Is Item Included in Current Budget: YES _____ NO ___X___

Budget Account No.: Fund 1152 Agency 160 Org 2520 Object 3429

Reporting Category _____

Does this item include the use of federal funds: Yes_____ No ____X____
Does this item include the use of state funds: Yes__X____ No _____

B. Recommended Sources of Funds / Summary of Fiscal Impact:
FDLE's FY26-27 PBSO FGT Program is funded by an appropriation through the Florida Legislature. **There is no match requirement associated with this award.** **"The FY 2026 budget is being amended to include this grant award. When the fiscal year closes, a grant carryforward will be completed."*

FY26-27 PBSO FGT Program	$625,000
Total Program Budget	$625,000

III REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

9/24/2025
OFMB
AH 9/23
VS 9/23

9/24/25
Contract Administration
9/24/25 TW

B. Legal Sufficiency:

9/25/25
Assistant County Attorney

C. Other Department Review:

_____
Department Director

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

Florida Department of Law Enforcement
State Financial Assistance (SFA) Agreement
Member (MEM) Project

Award Number:	BB021
Recipient:	Palm Beach County Sheriff's Office
Grant Activity Period:	07/01/2026 – 06/30/2027
Award Amount:	$625,000.00
CSFA Catalog Number:	71.201

This grant award agreement ("agreement" or "award") is entered into by and between the Florida Department of Law Enforcement (herein referred to as the "Department" or "FDLE") and the Palm Beach County Sheriff's Office (herein referred to as the "Recipient"). The Department and Recipient are sometimes referred to herein individually as a "Party," or collectively as the "Parties".

WHEREAS, the Department has authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient in accordance with the terms and conditions set forth in this agreement; and

WHEREAS, Line 1333 of the Florida General Appropriations Act for the 2026-2027 state fiscal year authorizes $625,000.00 in nonrecurring, General Revenue funds, to be provided to the Recipient for the reimbursement of eligible costs under the Palm Beach County Sheriff's Office Forensic Genetic Testing Phase 2 project, as submitted to the Legislature on project request forms, (HF 1531) (SF 2061); and

WHEREAS, the Recipient represents that it is fully qualified and possesses the requisite skills, knowledge, qualifications, and experience to carry out the state project identified herein.

NOW THEREFORE, in consideration of the foregoing, the Parties hereto agree to the terms and conditions outlined in this agreement.

This grant award agreement is comprised of the following sections:

Section I: Scope of Work
Section II: Deliverables
Section III: Approved Budget
Section IV: Amendments
Section V: Financial and Performance Reporting Requirements
Section VI: Payments
Section VII: Award Contacts
Section VIII: Special Conditions
Section IX: Audit Requirement for Awards of State and Federal Financial Assistance
Section X: Standard Terms and Conditions
Section XI: Award Signatures

SECTION I: SCOPE OF WORK

Funding provided to the Recipient through Line 1333 of the 2026-2027 General Appropriations Act will be used to support Forensic Genetic Genealogy (FGG) testing for the Palm Beach County Sheriff's Office (PBSO).

The Recipient will accomplish this goal by procuring services from Othram, Inc., to provide Forensic Genetic Genealogy, and related services using advanced DNA analysis technology, enabling PBSO to identify human remains and resolve active and cold cases.

The specific deliverables associated with this scope of work are outlined in Section II. This agreement will provide reimbursement to the Recipient for the approved costs outlined in Section III.

SECTION II: DELIVERABLES

The Recipient shall determine the specific tasks and objectives associated with each approved activity below.

Financial Consequences: Each deliverable below is a cost-reimbursement deliverable. Only allowable activities completed and attested to through the submission of the payment request, and accompanied by the appropriate documentation, will be eligible for reimbursement.

Deliverable 1	**The Recipient will use funds to contract with a third-party for Forensic Genetic Genealogy (FGG) testing, associated supplies, and related forensic services.**
Minimum Performance Criteria:	Minimum performance will be the completion of at least one project activity outlined in the agreement between the Recipient and the third-party. Documentation required for payment includes an attestation of activities completed through the submission of the payment request.
Price:	$625,000.00

SECTION III: APPROVED BUDGET

Budget Category	Total
A. Personnel (Salary/Overtime)	$0.00
B. Fringe Benefits	$0.00
C. Travel	$0.00
D. Equipment	$0.00
E. Supplies	$0.00
F. Construction	$0.00
G. Consultants/Contracts	$625,000.00
H. Other Costs	$0.00
TOTAL	**$625,000.00**

The following standard budget terms are applicable to this award:

(1) All expenditures of state financial assistance under this award must be allowable in accordance with the approved budget, reasonably priced based on current market review, and necessary for the operations and success of the project. The Department's determination of allowability shall be conclusive.

(2) Recipients may transfer up to 10% of the total budget between current, approved budget line items listed below without prior approval. The Recipient must submit a monetary amendment in accordance with Section IV when there will be a transfer of more than 10% of the total budget between categories, or when the Recipient is requesting approval for a new line-item cost.

(3) The line item(s) below may include additional individually priced, operationally necessary accessories, components, and/or peripherals, and may be categorized as a "kit", "bundle", "system", etc.

(4) Award funds may be used to pay for applicable shipping, freight, permitting, and/or installation costs, even if such costs are not directly spelled out in the line item(s) below.

(5) All quantities, rates, and costs listed below are estimated based on the information available at the time of application or amendment. The amount reimbursed to the Recipient may differ based on the actual costs of items, as evidenced by the applicable documentation outlined in Section V of this agreement.

(6) The Recipient may submit for reimbursement for the following approved line-item expenses under this award. All expenses submitted for reimbursement by the Recipient must be accompanied by the applicable documentation outlined in Section V of this agreement. The Department's determination of acceptable expenses reimbursed under this award shall be conclusive.

Category	Line Item	Description	Total
G. Consultants/Contracts	Othram	Funds are allocated to procure Forensic Genetic Genealogy (FGG) testing and related services with Othram, Inc. Othram will provide a flat rate fee per case for DNA Extraction, Suitability Analysis, SNP Profile Development, Genomic Refinement, MDFI Forensic Matching, GEDMATCH Pro Upload, FGG Research, KinSNP Buccal Testing/kits, and related FGG services outlined in the Agreement between the Recipient and Othram, Inc. **Specific activities and costs are TBD until a fully executed copy of the agreement has been provided to the Department.	$625,000.00
		Total:	**$625,000.00**

SECTION IV: AMENDMENTS

The Department may administratively amend or modify the agreement at any time, provided the modifications are within the original scope and purpose of the project. Written notice of such changes will be provided to the Recipient.

(1) Non-monetary Amendments: Amendment requests that do not affect the total award amount or change the amounts allocated among individual line items outlined in Section III of this agreement, may be submitted by the Recipient through the Department's electronic grant management system. This applies to the following types of amendments:

(a) Revising or clarifying the Scope of Work in Section I of this agreement;

(b) Changing a key contact listed in Section VII of this agreement; or

(c) Requesting to close the grant early when all activities have been completed.

(2) Monetary Amendments: Amendment requests that alter the total award amount, change the amounts allocated among line items in Section III of this agreement, or request approval for new line items to be included in Section III of this agreement, may be requested by the Recipient through the submission of a written notice to the Department Grant Manager. Monetary amendments submitted within the last 30 days of the award period will be reviewed and approved on a case-by-case basis. Any financial obligations or costs incurred by the Recipient prior to the monetary amendment being approved by the Department are at risk of being deemed ineligible for reimbursement under this award.

(3) Extensions: If an extension for this project is needed, the Recipient shall work with their legislative representative to inquire about seeking the reversion and reappropriation of unexpended funds for this

project for the 2027-2028 legislative session. The Department has no authority or control over member project extensions and cannot extend this award without reappropriation in next year's state budget.

In extremely rare circumstances where all funds have been expended but there are still outstanding activities that must be completed prior to closing out the project, the Department may extend this award for programmatic performance reporting only without legislative reappropriation. However, with this type of extension, no additional funds can be disbursed to the Recipient, and the grant only remains active to ensure all performance objectives of the project are completed and documented.

SECTION V: FINANCIAL AND PERFORMANCE REPORTING

All payment requests associated with this agreement must be submitted through the Department's electronic grant management system on a monthly basis for the life of the award. Instructions for submitting payment requests in the Department's electronic grant management system will be provided to the Recipient upon execution of this agreement.

If the Recipient does not have any eligible expenses to request for reimbursement during a particular month, they are only required to adhere to subtitle (2) of this section.

If the Recipient is requesting reimbursement of eligible expenses during a particular month, the Recipient must complete the activities outlined in subtitles (1) through (3) of this section, in sequential order, to submit a payment request.

(1) Expense Entry: The Recipient is responsible for entering the individual expenses associated with allowable budget items in Section III of this agreement and in accordance with the requirements outlined in the Department's instructions provided upon execution of this agreement. At a minimum, each expense entry must include attachments of the following supporting documentation based on the expense type. The Department may require additional documentation during its review to make a determination of allowability of an expense under this agreement.

(a) Personnel Costs (Payroll/Overtime and Associated Fringe Benefits): All personnel cost reimbursements must include the timesheet and paystub. If the Recipient is requesting reimbursement for overtime that is not documented on the individual's standard timesheet, the documentation for the overtime hours requested must be provided. Similarly, if the paystub does not clearly show the portion of EMPLOYER-paid benefits, the statements or financial reports that detail those benefits must be provided.

(b) Travel Costs: Reimbursement of travel-related expenses typically falls into one of two categories:

- A direct payment occurs when the Recipient pays for a travel expense on behalf of the traveler and does not reimburse the traveler for the expense. If the Recipient issued a direct payment for a travel expense, the reimbursement submitted to the Department must include a copy of the invoice/receipt and the proof of payment showing where the Recipient paid the expense.
- A traveler reimbursement occurs when the traveler pays for their own travel expense and submits a request to the Recipient for reimbursement of their travel costs. In this instance, the reimbursement submitted to the Department must include a completed travel voucher form and proof of payment that shows the Recipient reimbursed the traveler for the travel expense.

In addition to the requirements above, additional documentation required when submitting a reimbursement to the Department depends on the type of travel expense being requested.

The following travel expense receipts ARE required for reimbursement:

- Hotel/Lodging
- Airfare/Baggage Fees

- Rental car and associated fuel costs
- Local Transportation/Taxi/Rideshare
- Parking/Tolls

The following travel expense receipts ARE NOT required for reimbursement:

- Meals
- Per Diem

If the travel expense requested for reimbursement is for mileage, the Recipient must include documentation of map mileage (i.e., google maps trip).

If the travel expenses requested for reimbursement are related to attending a conference or training, the Recipient is required to provide a copy of the agenda and/or schedule. If the conference or training provided meals, regardless of whether the attendee consumed them, the Recipient cannot request reimbursement for the corresponding meal expenses.

(c) Equipment, Supplies, or Other Costs: All reimbursement requests for equipment, supplies, and other costs must include a copy of the Recipient's purchase order/requisition (or similar documentation showing the order date), the invoice provided by the vendor/supplier, and proof of payment showing that the Recipient paid the invoice.

(d) Construction or Consultants/Contracts: All reimbursement requests for construction or consultant/contract activities must include a copy of the invoice, a service log or other documentation of activities performed for the associated invoice, and proof of payment showing that the Recipient paid the invoice.

At a minimum, in relation to (b) through (d) above, any invoice submitted as documentation must contain: the dates of service, a brief description of the item or service provided, the number of units, and the cost per unit.

Similarly, acceptable forms of proof of payment for (b) through (d) above include copies of processed checks (front and back images), card statements showing a charge has posted to the account, or a bank statement showing funds have been withdrawn from an account.

(2) Closing Budget Reporting Periods: The Recipient is responsible for closing each budget reporting period within the electronic grant management system on a monthly basis. The Recipient must close each reporting period no later than the last day of the month immediately following the end of the reporting period. For example, the reporting period for November 1 through November 30 is due no later than December 31. Failure to close the reporting period by the last day of the following month will result in a delay in payment.

(a) As a part of closing the reporting period each month, the Recipient shall answer the performance questions on the associated budget reporting period with sufficient detail to document the progress of any activity associated with the award. The Recipient shall maintain sufficient documentation to support the progress and activities reported each month. The Department may request this information during their review of any payment request.

(i) If the project supported by this agreement is not operational within 60 days of the execution of this agreement, or the start date of the award period (whichever is later), the Recipient must include sufficient information regarding the steps taken to date to initiate the project, the reason(s) for the delays, the anticipated start date, and actions to be taken towards implementation in the next 30 days.

(ii) If the project supported by the agreement is not operational within 90 days of execution of this agreement, or the start date of the award period (whichever is later), the Recipient must include additional explanation for the implementation delay and a revised project timeline. The Department shall decide if the delay is justified, or shall, at its discretion and

through an administrative amendment, require additional project documentation and justifications throughout the award period.

(iii) For the purposes of this agreement, "not operational" means no activity has occurred that correlates with making progress toward completing the deliverables outlined in Section II.

For any budget period that ended prior to the activation of this award in the electronic grant management system, the Recipient shall enter expenses (if applicable) and close the associated budget reporting period(s) within 45 days of the activation date. In this instance, if any of the reporting periods have expenses for reimbursement, the Recipient may link all reporting periods to the first payment request. All other payment requests submitted under this agreement shall only be linked to one reporting period, unless exceptions are granted by the Department.

(3) Submitting the Payment Request: The Recipient is responsible for creating and submitting each payment request in the electronic grant management system. The submitted payment request must be linked to the respective closed reporting period and associated expenses under subtitles (1) and (2) of this section. In order to receive prompt reimbursements of eligible expenses under this award, Recipients are strongly advised to submit payment requests no earlier than the first day of the month following a reporting period, and no later than 30 days after the end of the reporting period. For example, if a payment request is for expenses incurred between November 1 and November 30, the payment request should be submitted to the Department between December 1 and December 30. The Recipient's failure to submit a payment request to the Department by the advised deadlines will result in delays in receiving payments.

(4) Final Reconciliation and Closeout: The Recipient shall complete an internal financial review of all deliverables, activities, contracts, orders, and all other items associated with this agreement and ensure the final reporting period and any associated final payment request are submitted within 60 days of the end date of the agreement. In the event this award is subject to a programmatic performance extension, as referenced in Section IV, subtitle (3), the Recipient shall complete the final payment request within 60 days of the original end date of the award. This liquidation period is available only for the recipient to receive and reconcile outstanding invoices, payments, and similar obligations that were incurred prior to the end date of the award. No new obligations, activities, or orders can be made after the end of the award and submitted for reimbursement.

(5) Withholding of Funds: The Department shall reject any payment request for costs related to an uncleared "Withholding of Funds" condition in Section VIII of this agreement. Payment shall be withheld until the requirements of the condition have been met and the condition is cleared through an administrative amendment. For a delinquency associated with subtitle (2) of this section, and/or any issue of noncompliance with the terms and conditions of this agreement that arises during the course of the award, the Department may issue an administrative amendment to add a withholding of funds condition to the award to prevent payment until the delinquency or noncompliance issue is resolved.

SECTION VI: PAYMENTS

This is a cost reimbursement agreement with the limited ability to advance funds as outlined in the next paragraph. Funds under this agreement will be disbursed to the Recipient for allowable costs incurred during the project period and in conjunction with the receipt, review, and approval of a submitted payment request and all required supporting documentation, as outlined in Section V of this agreement. All payment requests submitted to the Department will be reviewed and audited in accordance with applicable state financial assistance rules, regulations, statutes, and any Florida Department of Financial Services guidelines. Additional documentation not outlined in Section V of this agreement may be requested by the Department and/or the Florida Department of Financial Services. The Recipient may be required to provide the additional requested documentation prior to any funds being disbursed for a submitted payment request.

If a cost-reimbursement payment would result in a significant hardship for the Recipient, a cash advance for the immediate payment of an invoice, or the immediate procurement of equipment/supplies may be requested in the Department's electronic grant management system. Cash advances under this agreement

are subject to the provisions outlined in Chapter 216, Florida Statutes, and are also subject to the following limitations:

(1) Cash advances are limited to no more than 25% of the total award amount. Any request in excess of 25% must include a clear justification demonstrating the need for the additional funding and will be reviewed on a case-by-case basis.

(2) The cash advance request must be accompanied by documentation including an executed purchase order (if required by the Recipient's own procurement policy) and a ready-to-pay invoice from a vendor/supplier. Advanced funding for personnel costs is unallowable.

(3) The Recipient may request one cash advance at a time. The Department may approve a subsequent cash advance before a prior advance is fully reconciled in very limited, case-by-case situations.

(4) Advanced funding shall be utilized for the approved purpose within 30 days of receipt of the funds via check/warrant or EFT. In the event there are delays with utilizing the advanced funding by the deadline, the Recipient is responsible for communicating these delays with the Department's Grant Manager.

(5) The Recipient shall obtain proof of payment and reconcile the cash advance with Department within 45 days of receipt of the advanced funds. In the event there are delays in obtaining proof of payment by the deadline, the Recipient is responsible for communicating these delays with the Department's Grant Manager.

(6) Any amount of advanced funding not utilized for the approved purpose shall be refunded to the Department prior to any additional funds being disbursed under this agreement. The Department may require the Recipient to refund a portion or all of the advanced funding if the Recipient is not compliant with the deadlines in (4) and (5).

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, the availability of funds, and is subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution. The Department will administer and disburse funds under this agreement in accordance with sections 215.97, 215.971, 215.981, and 215.985, Florida Statutes. The Department's determination of acceptable expenditures reimbursed under this agreement shall be conclusive.

Payments under this agreement will be disbursed in the form of a paper check (warrant) or via direct deposit (EFT) in accordance with §215.422, Florida Statutes. This election is determined by the Recipient's own selection in the state's vendor information system. A Recipient that wishes to enroll in direct deposit payment can access information on the process on the Florida Department of Financial Services website at https://www.myfloridacfo.com/division/aa/vendors.

SECTION VII: AWARD CONTACTS

Department's Grant Manager

Angela Ferrara
Government Analyst II
P.O. Box 1489
Tallahassee, FL 32302-1489
850-617-1253
AngelaFerrara@fdle.state.fl.us

Recipient's Grant Manager (RGM)

Gena Rowlands
Senior Planner/Grant Manager
3228 Gun Club Road
West Palm Beach, FL 33406
561-688-3096
rowlandsg@pbso.org

Recipient's Chief Official (CO)

Ric L. Bradshaw
Sheriff
3228 Gun Club Road

Recipient's Chief Financial Officer (CFO)

Sherry Mazorra
Chief Financial Officer
3228 Gun Club Road

West Palm Beach, FL 33406
561-688-3021
bradshawr@pbso.org

West Palm Beach, FL 33406
561-688-3107
mazorras@pbso.org

Any changes to the Recipient's Grant Manager (RGM), Chief Official (CO), or Chief Financial Officer (CFO) above after contract execution, must be submitted in the electronic grant management system as a non-monetary amendment request, as described in section III, subtitle (1) of this agreement.

SECTION VIII: SPECIAL CONDITIONS

This agreement is subject to the special conditions set forth below. Any condition identified as a "Withholding of Funds" condition must be cleared through an administrative amendment processed by the Department's Grant Manager prior to issuing a related payment under this award.

Condition Number	Condition Language
W0001	WITHHOLDING OF FUNDS: Prior to the drawdown of funds for third-party services, the Recipient must submit (a) an executed copy of an agreement between the Recipient and the third-party; (b) a completed Form DFS-A2-NS (Recipient/ Subrecipient vs. Vendor Determination) for the third-party, signed by the Recipient; and (c) provide documentation confirming each third-party vendor contracted with during the project period is registered with and uses the E-Verify system in accordance with Section 448.095(5), F.S.
W0002	WITHHOLDING OF FUNDS: Prior to the drawdown of funds for Consultants/Contracts, the Recipient must amend the budget to provide details of activities and associated costs once the third-party vendor is selected.

SECTION IX: AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

The administration of resources awarded by the Department to the Recipient may be subject to audits and/or monitoring by the Department, as described in this section.

Monitoring: In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by Department staff to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

Part I: Audits – Federally Funded: This part is applicable if the Recipient is a state or local government or a non-profit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

(1) A recipient that expends $1,000,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. **EXHIBIT 1** of this section lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §200.502-503. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

(2) For the audit requirements addressed in Part I, paragraph 1, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508-512.

(3) A Recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F – Audit Requirements. If the Recipient expends less than $1,000,000 in federal awards its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal sources (i.e., the cost of such audit must be paid from Recipient resources obtained from nonfederal I entities).

Part II: Audits – State Funded:

(1) In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Recipient (for fiscal years ending June 30, 2017, and thereafter), the Recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S., Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (non-profit and for-profit organizations), Rules of the Auditor General. **EXHIBIT 1** of this section lists the state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

(2) For the audit requirements addressed in Part II, paragraph 1, the Recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.

(3) If the Recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from sources other than state entities).

Part III: Other Audit Requirements: The Recipient shall provide a completed "Single Audit Certification" for each Recipient fiscal year for which this award is active. This certification shall be submitted to the Department within 30 days after the Recipient receives the auditor's annual financial report, or nine months after the end of the Recipient's fiscal year, whichever is earlier.

Part IV: Report Submission:

(1) Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F – Audit Requirements, and required by Part I of this section, shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512. The FAC's website (https://www.fac.gov) provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found on the federal Office of Management and Budget (OMB) website.

(2) Copies of financial reporting packages required by Part II of this section shall be submitted by or on behalf of the Recipient directly to each of the following:

(a) The Department at the following email address: OCJGSFA@fdle.state.fl.us

(b) The Florida Auditor General's Office at each of the following locations:

Electronic copy: The Auditor General's website (https://flauditor.gov) provides instructions for filing an electronic copy of a financial reporting package.

Paper (hard copy): Auditor General, Local Government Audits/342, Claude Pepper Building, Room 401, 111 West Madison Street, Tallahassee, FL 32399-1450.

(3) Documentation required by Part III of this section shall be submitted by or on behalf of the Recipient directly to the Department at OCJGSFA@fdle.state.fl.us.

(4) Any reports, management letters, or other information required to be submitted to the Department pursuant to the agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local government entities) and 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, as applicable.

(5) When submitting financial reporting packages to the Department for audits done in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local government entities) and 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, Recipients should indicate the date the reporting package was delivered to the Recipient.

Part V: Record Retention: The Recipient shall retain sufficient records demonstrating compliance with the terms of this award agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department or its designee, the CFO, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department or its designee, the CFO, or Auditor General, upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Exhibit 1

FEDERAL RESOURCES:
There are no federal resources awarded to the Recipient pursuant to this agreement.

STATE RESOURCES:
State resources awarded to the Recipient pursuant to this agreement consist of the following:

(1) Matching Resources for Federal Programs: N/A

(2) Subject to section 215.97, F.S.:

(a) State Project

State Awarding Agency: Florida Department of Law Enforcement
State Project Title: Palm Beach County Sheriff's Office Forensic Genetic Testing Phase 2
CSFA Number: 71.201
Award Number: BB021
Award Amount: $625,000.00

(3) Compliance requirements applicable to state resources awarded pursuant to this agreement are as follows:

(a) The compliance requirements for award BB021 are outlined in this agreement.

SECTION X: STANDARD CONDITIONS FOR STATE FINANCIAL ASSISTANCE AWARDS

The following terms and conditions will be binding upon the execution of this agreement between the Recipient and the Department. If any of the information provided in this section changes after execution of this agreement, the Department shall provide written notice of such changes to the Recipient through an administrative award amendment.

(1) Governing Regulations of the State of Florida: This agreement is entered into in the State of Florida, and shall be construed, performed, and enforced in all aspects in accordance with the laws, rules, and regulations of the State.

(a) Lobbying Prohibited: The Recipient shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of state funds for the purpose of lobbying the legislature, judicial branch, or a state agency. No funds or other resources received in connection with this agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) Independent Contractor: In performing its obligations under this agreement, the Recipient shall at all times act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nothing in this agreement may be understood to constitute a partnership or joint venture between the Parties. Neither the Recipient nor any of its agents, employees, subcontractors, or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this agreement, unless specifically authorized in writing to do so.

(c) Limitations on Advertising: The Department is prohibited from endorsing the project of any recipient of state financial assistance. The Recipient shall not publicly disseminate any information or documentation that implies the project described in this agreement is endorsed by the Department, or that contains the name, logos, or emblems of the Department.

(d) Sponsorship: If the Recipient is a nongovernmental organization (a non-profit or for-profit) that sponsors a program that is financed wholly or in part by state funds, including funds obtained through this agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Recipient's name) and the State of Florida." If the sponsorship reference is in written material, the words "State of Florida" shall appear in the same size letters or type as the name of the Recipient. The Department's name, logos, or emblems shall not be utilized.

(e) Travel Costs: The maximum amount of reimbursement for travel costs shall not exceed the rates established in the State of Florida Travel Guidelines as outlined in s. 112.061, F.S., and Administrative Rule 69I-42.010, F.A.C.

(f) Civil Rights: The Recipient agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any individual employed in the performance of this agreement due to race, religion, color, sex, disability unrelated to such a person's ability to engage in this work, national origin, ancestry, age, or marital status. These requirements shall apply to all contractors, subrecipients, or others with whom the Recipient arranges to provide services or benefits to clients or employees in connection with the award program and related activities.

(g) E-Verify: The Recipient agrees to comply with section 448.095(5), F.S., requiring the Recipient and all third-party entities it enters into agreements with to register with and use the E-Verify system. The Recipient may not enter into a contract with any third-party entity without verifying compliance with this requirement, or without obtaining an affidavit from the third-party entity stating they do not employ, contract with, or subcontract with unauthorized aliens. If the Recipient or the Department has a good faith belief that a third-party entity is in violation of section 448.09(1), F.S., the Recipient must terminate their contract with the third-party entity. Third-party entities may file a cause of action with a circuit or county court to challenge a termination no later than 20 calendar days after the date on which the contract was terminated.

(h) Background Check: Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of chapter 435, F.S., shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of this subsection, security background investigations shall include, but not be limited to: employment history checks, fingerprinting for all purposes referenced in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

(i) Non-Disclosure Agreements: The Recipient shall not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict the reporting of waste, fraud, or abuse in accordance with law to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information. The Recipient certifies that if it is informed or notified that any subrecipient or vendor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressly authorized to do so by the Department.

(j) Disputes and Appeals: Unless otherwise stated in this agreement, disputes concerning performance under the agreement will be decided by the Department, who shall reduce the decision to writing and serve a copy to the Recipient. In the event a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of the agreement will be in State courts, and the venue will be the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the Parties agree to be responsible for their own attorney's fees incurred in connection with disputes arising under the terms of this agreement.

(k) Insurance: The Recipient shall provide and maintain at all times during this agreement adequate general liability insurance coverage of such types and with such terms and limits as may be reasonably associated with this agreement, as required by law, and as otherwise necessary and prudent for the Recipient's performance of work under this agreement. The limits of coverage shall not be interpreted as limiting the Recipient's liability and obligations under this agreement. All insurance policies shall be through insurers licensed and authorized to do business and write policies in the State of Florida, and such policies shall cover all employees engaged in any work performed under this agreement. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage. Documentation to support compliance with this provision shall be provided to the Department upon request. Failure to maintain adequate insurance coverage may, at the Department's sole discretion, result in termination of this agreement.

(l) Intellectual Property Rights: Where activities supported by this agreement result in the creation of intellectual property, the Recipient shall notify the Department, and the Department will determine whether the Recipient will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use and to authorize others to use for state government purposes, any resulting patented, copyrighted, or trademarked work products developed under this agreement. The Department will also determine whether the Recipient will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.

(m) Prohibited Vendor Lists: The Recipient may not enter into an agreement with any organization named on a prohibited vendor list, pursuant to sections 287.133 – 287.137, F.S. In addition, if the Recipient is found to be included on any prohibited vendor lists, the Department may unilaterally terminate this agreement. These lists are maintained by the Department of Management Services on their website:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists

(i) The "Convicted Vendor List", pursuant to section 287.133, F.S.
(ii) The "Discriminatory Vendor List", pursuant to section 287.134, F.S.
(iii) The "Forced Labor Vendor List", pursuant to section 287.1346, F.S.
(iv) The "Scrutinized List of Prohibited Companies", pursuant to section 287.135, F.S.
(v) The "Suspended Vendor List", pursuant to section 287.1351, F.S.
(vi) The "Antitrust Violator Vendor List", pursuant to section 287.137, F.S.

(2) Funding and Payment Considerations: This agreement is subject to the following funding and payment conditions.

(a) Funding Requirements: Pursuant to s. 215.971(1), F.S., the Recipient may only expend funding under this agreement for allowable costs identified in Section III of this agreement that were

incurred between the start and end dates of the award. Any balance of unspent or unobligated funds at the time of closeout shall revert to the State. If it is determined at any point that funds were paid to the Recipient in excess of what should have been paid, the Recipient shall refund the overage to the Department.

(b) Total Compensation: Payments under this agreement shall not exceed the total award amount and shall only be disbursed after the Department's review and acceptance of the Recipient's performance of allowable activities outlined in this agreement.

(c) Financial Management: The Recipient agrees to maintain all records and documents in accordance with generally accepted accounting procedures and practices. The Recipient must be able to record and report on the receipt, obligation, and expenditure of grant funds separately for each grant award received. The commingling of funds is strictly prohibited.

(d) Expenditures: All expenditures under this agreement must be in compliance with the laws, rules, and regulations applicable to the expenditure of state funds, including the Reference Guide for State Expenditures maintained by the Florida Department of Financial Services.

(e) Taxes: The Recipient may use its own tax exemption certificate when paying suppliers to fulfill obligations under this agreement. The Recipient shall be responsible and liable for the payment of all FICA, Social Security, and other taxes resulting from award activities, unless the reimbursement of those items is expressly included in the approved budget in Section III of this agreement.

(f) Refunds: If the Recipient, its independent auditor, the Department, or any other oversight entity discovers that an overpayment has been made, or that funds previously reimbursed under this award were reimbursed by another source, the Recipient shall contact the Department's Grant Manager immediately. The Department shall provide a Refund Request Form to the Recipient to be completed and mailed to the Department with the refund check. Refunds must be submitted to the Department within 30 calendar days after the date of discovery or notice. Checks shall be made payable to the "Florida Department of Law Enforcement" and shall be mailed with a copy of the Refund Request Form to: FDLE – Cash Receipts, P.O. Box 1489, Tallahassee, FL 32302-1489. If repayment is not made in a timely manner, the Department shall be entitled to charge interest at a lawful rate on the outstanding balance beginning 40 calendar days after the date of notification or discovery. If an overpayment is discovered while the agreement is still active, the Department may choose to recoup the overpayment from the next payment request submitted.

(g) Recoupment of Funds: If the Recipient's noncompliance with any provision of this agreement results in additional costs or monetary loss to the Department or State, the Department may recoup such costs or losses from reimbursement owed to the Recipient under this agreement. In the event additional costs or losses arise when no funds remain available under this agreement, the Recipient shall repay such costs to the Department in full within 30 days from the date of discovery or notification, unless the Department agrees, in writing, to an alternative time frame.

(3) Mandatory Disclosures: This agreement is subject to the following disclosure and fraud-related conditions.

(a) Legal Proceedings: The Recipient shall disclose, in writing, all civil and criminal litigation, investigations, arbitration, or administrative proceedings (collectively referred to as "proceedings") involving activities under this agreement, including any proceedings that involve contractors performing work under this agreement.

(b) Duty of Disclosure: The duty to disclose proceedings involving activities under this agreement applies to each officer and director of the Recipient, as well as to each officer and director of a contractor performing work under this agreement. Details of settlements that are prevented from disclosure by the terms of the settlement must be annotated as such. If the existence of such proceedings causes the Department concern about the Recipient's ability or willingness to perform work under this agreement, upon the Department's request, the Recipient shall provide the Department with all reasonable assurances that: (1) the Recipient will be able to perform work in accordance with the terms and conditions of this agreement; and (2) the Recipient and/or its

employees, agents, vendors, and contractors have not and will not engage in conduct similar in nature to the conduct alleged in such proceeding while performing work under this agreement.

(c) Notification of Instances of Fraud: Upon discovery, the Recipient shall report known or suspected instances of operational fraud, criminal activities, or mismanagement of award funds committed by the Recipient, its employees, an agent, vendor, or contractor, to the Department within 24 hours of the discovery.

(d) Conflicts of Interest: The Recipient shall establish safeguards to prohibit employees, officers, agents, or board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflicts of interest, or personal gain. No employee, officer, agent, or board member may solicit nor accept gratuities, favors, or anything of value from vendors/contractors under this agreement. The Recipient must disclose in writing to the Department any actual or potential conflicts of interest, as well as all violations of any state or federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this agreement. Furthermore, this agreement is subject to Chapter 112, F.S. The Recipient shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State of Florida, as well as the name of any state employee who owns, directly or indirectly, more than five percent (5%) interest in the Recipient organization or its affiliates.

(e) Foreign Gifts and Contracts: The Recipient shall comply with any applicable disclosure requirements in Section 286.101, F.S.

(4) Public Records Requirements: This agreement is subject to the following public records related conditions.

(a) Public Records Law: The Recipient shall allow public access to all documents, papers, letters, or other materials made or received in accordance with this agreement unless the public records are exempt from disclosure pursuant to Chapter 119, F.S., s. 24(a) of Article 1 of the Florida Constitution, or other applicable state or federal law. This requirement applies to all records regardless of the physical form, characteristics, or means of transmission of the records. In the event the Department requests public records related to this agreement, the Recipient shall provide copies of all requested information to the Department within 10 business days of the request. The Department may unilaterally terminate this agreement if the Recipient refuses to allow public access to records as required by law.

(b) Public Records Requests: All requests to inspect or copy public records relating to this agreement must be made directly to the Department. Notwithstanding any provision to the contrary, disclosure of any records made or received by the State in conjunction with this agreement is governed by public record law.

(c) Exemption from Public Records: If the Recipient has a reasonable, legal basis to assert that any portion of any public record submitted to the Department is confidential, proprietary, trade secret, or otherwise not subject to disclosure, the Recipient must simultaneously provide the Department with a separate redacted copy of the records the agency claims to be confidential and briefly describe in writing the grounds for the public record exemption, including the statutory citation for such exemption. Only the sections the Recipient claims are confidential shall be redacted. If the Recipient fails to submit a redacted copy of the records, such action may constitute a waiver of any claim of confidentiality.

(d) Requests for Redacted Records: If the Department receives a request for records that include those marked as confidential, the Department will provide the Recipient-redacted copies to the requestor. If a requester asserts a right to portions of the records claimed as confidential, the Department will notify the Recipient that such assertion has been made. It will be the Recipient's responsibility to assert that the portions of the records in question are exempt under public records law or other legal authority. If the Department becomes subject to a demand for discovery or disclosure of the portion of records the Recipient claims as confidential in a legal proceeding, the Department will give the Recipient prompt notice of the demand, when possible, prior to releasing the portions of redacted records, unless the release is otherwise prohibited by law. The Recipient shall be responsible for defending their own determination of record confidentiality. No right or remedy for

damages against the Department may arise from any disclosure made by the Department based on the Recipient's failure to promptly, legally protect its claim of exemption.

(e) Records Transfer: If the Recipient's record retention requirements terminate prior to the requirements stated herein, the Recipient may meet the Department's record retention requirements by transferring its records to the Department at that time, and by destroying duplicate records in accordance with Section 501.71, F.S., and if applicable, Section 119.0701, F.S. The Recipient shall adhere to established information destruction standards such as those released by the National Institute of Standards and Technology.

(f) Applicability of Chapter 119, F.S.: If the Recipient has questions regarding the application of Chapter 119, F.S., and/or the Recipient's duty to provide public records related to this agreement, the Recipient shall contact the Department's Public Records Section via email at publicrecords@fdle.state.fl.us, or by phone to (850) 410-7676.

(5) Nonexpendable Property: If this agreement provides funding for the acquisition of nonexpendable property, the Recipient must adhere to the conditions outlined below. For the purposes of this section, nonexpendable property means equipment, fixtures, and other tangible property of a nonconsumable nature.

(a) Procurement Guidelines: The Recipient shall adhere to their own established procurement policy, provided the policy is documented in writing. In the absence of a written procurement policy, the Recipient shall adhere to state procurement guidelines as applicable.

(b) Property Supervision and Control: Pursuant to section 273.03, F.S., the Recipient is the custodian of all nonexpendable property, and shall be primarily responsible for the supervision, control, and disposition of the property acquired under this agreement.

(c) Maintenance of Property: The Recipient shall be responsible for the correct use of all nonexpendable property obtained using funds from this agreement. The Recipient shall also be responsible for the implementation of adequate maintenance procedures to keep the nonexpendable property in good operating condition.

(d) Property Records: All nonexpendable property purchased under this agreement shall be listed in the property records of the Recipient. The Recipient shall inventory the nonexpendable property in accordance with their own inventory policy, provided it is inventoried at least annually. The property records shall include at a minimum: a unique property identification number, description of the item(s), physical location, name, make, manufacturer, year, and/or model, manufacturers serial number, date of acquisition, and the current condition of the item.

(e) Equipment Disposition: If the Recipient intends to dispose of any nonexpendable property acquired under this agreement within five (5) years after the award end date, the Recipient shall notify the Department by completing and submitting the CJG's State Financial Assistance Equipment Disposition Form. The Recipient shall follow its own equipment-disposition guidelines when disposing of such property, provided those guidelines comply with applicable state requirements.

(6) Purchase of or Improvements to Real Property: If this agreement contains funding for the purchase of or improvement to real property, the Recipient must adhere to the conditions outlined below. For the purposes of this section, real property means land, buildings, including appurtenances, fixtures, and fixed equipment or structures, including additions, replacements, major repairs, and renovations to real property, which materially extend its useful life, materially improve or change its functional use, and includes furniture/equipment necessary to furnish and operate a new or improved facility if the furniture/equipment was appropriated as part of a fixed capital outlay (FCO) project.

(a) Issuance of Security Interest: In accordance with section 287.05805, F.S., if funding provided under this agreement is used for the purchase of or improvement to real property. The Recipient shall grant the Department a security interest in the property in an amount equal to the total amount of this agreement for five (5) years from the date of purchase or completion of improvements, or as further required by law.

(b) Additional Security Interest Requirements for Nonprofits: In addition to paragraph (a) above, if the Recipient is a nonprofit, and this agreement is used for the purpose of or improvement to real property, pursuant to section 216.348, F.S., the Recipient shall provide an affidavit completed by an agent or director of the Recipient organization, certifying, under oath, the Recipient is a nonprofit prior to receiving any funding disbursed under this agreement. In addition, the Recipient shall adhere to the additional related requirements outlined in the subparagraphs below.

(i) The Recipient shall execute and deliver to the Department a Mortgage Lien and Security agreement (further referred to as the "Mortgage") in a format prescribed by the Department. The Mortgage grants the Department a mortgage lien and/or security interest in the property to be purchased or improved with funds disbursed under this award agreement in the county in which the property is located for a term commencing with the date the Mortgage is executed and ending on a date that is five (5) years from the date of completion or completion of improvements, whichever is later, unless a different term period is further authorized in the Mortgage. All terms and conditions from the Mortgage are incorporated into this award agreement by reference.

(ii) The Recipient agrees to pay all costs associated with the perfection of the liens and security interests under the Mortgage and the Notice of Federal Interest (NFI), referred to in subparagraphs (v) and (vii) below. This includes without limitation all recording and filing fees and the costs of any continuation statements, and any taxes associated with this agreement, the Mortgage, the NFI, and all documentary tax stamps.

(iii) In the event the effective term of the Mortgage or security interest associated with this award exceeds five (5) years, and if extraordinary circumstances exist, the Recipient may request that the Department relinquish its interest sooner than the expiration of the Mortgage that is currently in effect. The Department must find that the early relinquishment is in the best interest of the State. Under no circumstance will the Department consider such request earlier than five (5) years after the purchase or completion of construction or renovation, whichever is later. The decision to approve such a request is the exclusive determination of the Department and shall not be reviewable by any court or administrative forum.

(iv) The Recipient shall notify the Department in writing of the date of completion of construction or renovation and shall maintain a copy of the notification in its files together with a written acknowledgement of the Department's receipt and approval of the notification of completion. The notification and the acknowledgement of the Department's receipt and approval of the notification shall be in recordable form and shall be recorded in the public records of the county in which the property is located.

(v) Prior to the disbursement of any grant funding under this agreement, the Recipient shall furnish to the Department satisfactory evidence of, and, if required by the Department, a commitment for, a policy or policies of title insurance insuring good and marketable fee simple title to the property to be purchased and/or improved with funding under this agreement, the Recipient's interest therein, the lien of the Mortgage, and the lien of any NFI required to be executed and filed, free and clear of all liens, encumbrances, and interests other than those acceptable to the Department. If a commitment for title insurance is required, the Recipient shall cause the final policy or policies of title insurance to be issued and delivered to the Department promptly after the recording of the Mortgage or any required NFI. All required documentation and any title insurance shall be in such forms and amounts as are acceptable to the Department.

(vi) Prior to the execution and recording of the Mortgage and any NFI required by this agreement, the Recipient shall not make, or cause to be made, any improvements to the property to be purchased and/or improved with this agreement that could give rise to a lien under the Construction Lien Law, Chapter 713, Part I, Florida Statutes. All title evidence, title insurance commitments, and title insurance policies required under this agreement shall reflect that no notice of commencement under the Construction Lien Law has been recorded.

(vii) The Recipient shall keep the property to be purchased and/or improved with this agreement insured against such perils and in such forms as are acceptable to the Department, including forms containing a loss-payable provision in favor of the Department and provisions requiring the insurer to notify the Department of any changes in the policy or coverage. The Department may require the Recipient to provide evidence of compliance with this condition at any time and may withhold payment under this agreement until such evidence is received.

(c) Expiration of Security Interest: Upon the expiration of this agreement, the Recipient is authorized to retain ownership of the improvements made to, and the purchase or construction of, the real property set forth in this agreement, provided that: (1) the Recipient organization is not sold, merged, or acquired; (2) the real property is owned by the Recipient; and (3) the real property continues to be used for the purposes described in this agreement. If, within five (5) years after the expiration of this agreement, the Recipient is unable to satisfy any of these three requirements, the Recipient shall notify the Department in writing upon learning of the issue, but no later than 30 calendar days before the deficiency occurs. In such event, the Department shall have the right, in its sole discretion, to demand reimbursement of some or all of the funding provided to the Recipient under this agreement.

(7) Subawards, Contracts, and Assignments: Unless otherwise specified in section II and/or III of this agreement, or through written prior approval of the Department, the Recipient may not: (1) subgrant any of the funds provided under this agreement to another entity; (2) contract its duties or responsibilities under this agreement out to a third party; or (3) assign any of the Recipient's rights or responsibilities herein, unless specifically permitted by law to do so. If approved to do so, the Recipient must adhere to the conditions outlined below.

(a) Recipient Responsibilities: The Recipient agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this agreement. If the Department approves the Recipient's request to subaward, subcontract, or assign any or all of the work to be performed under this agreement, those arrangements shall be evidenced by a written contract between the Recipient and the third party that contains all provisions necessary to ensure the third party's compliance with applicable state and federal laws, as well as the terms and conditions of this agreement. The Recipient shall ensure that any third party performing work under this agreement are individuals, who meet or exceed any specified training qualifications and possess any necessary certification or licensing for their respective industry. The Recipient is solely liable to the third party for all expenses and liabilities incurred under their third-party agreement. The Recipient may be entitled to reimbursement of some third-party expenses if expressly approved in Section III of this agreement.

(b) Subrecipient Responsibilities: If the third party is determined to have a subrecipient relationship with the Recipient identified in this agreement, the third party is required to comply with all provisions outlined in section IX of this agreement. The Recipient shall include the aforementioned requirements in their third-party agreement.

(c) Subrecipient agreements: Pursuant to section 215.971, F.S., the contractual agreement between the Recipient and any third-party subrecipient performing work under this award shall include, or be amended to include:

(i) A scope of work that clearly establishes the tasks and activities the third party will perform.

(ii) Specific deliverables related to the tasks/activities outlined in the scope of work.

(iii) The minimum level of performance required for each deliverable and the criteria that will be used to determine successful performance.

(iv) The financial consequences that will apply if the minimum level of performance is not attained.

(v) The financial consequences that will apply if the third party fails to perform in accordance with the contract.

(d) Timely Payment of Advanced Funds to Third Parties: If the Recipient receives a cash advance under this award to pay an invoice for a third-party subrecipient or contractor, the Recipient shall make payments to the third party within seven (7) working days of the receipt of the advanced funds. Pursuant to section 287.0585, F.S., the Recipient's failure to pay the third-party subrecipient or contractor within this time frame shall result in a statutory penalty against the Recipient and paid to the third party in the amount of one-half of one percent of the amount due per day from the expiration date of the period allowed herein for payment. Such statutory penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance.

(8) Non-profit Recipient Additional Requirements: If the Recipient is a non-profit organization, the Recipient must adhere to the conditions outlined below. For the purposes of this section, "remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, and/or any in-kind payments, reimbursements, or allowances for moving expenses, vehicles or other transportation, phone services, medical services, housing, and meals.

(a) Allocations for Remuneration Form: Pursuant to section 216.1366(3), and Executive Order 22-44, a Recipient that is a non-profit entity must provide documentation indicating the amount of state financial assistance allocated for remuneration to any member of the Recipient's board of directors or an executive officer within the Recipient organization. If required by a condition listed in Section VIII of this agreement, the Recipient shall post the completed "Nonprofit State Fund Allocations for Remuneration" form on their website, if the Recipient maintains a website.

(b) Compensation Paid Using State Funds Form: If required by a condition listed in section VIII of this agreement, the Recipient shall post any complete "Compensation Paid Using State Funds" form on their website, if the Recipient maintains a website.

(c) IRS Form 990: Pursuant to Executive Order 22-44, a Recipient that is a non-profit entity that receives 50% or more of their annual funding from the State of Florida must submit a copy of their IRS Form 990 to the Department when it is filed. Any subsequent changes or corrections that are made to a Form 990 during the project period must be submitted to the Department within 30 days of the change.

(9) Indemnification: The Recipient is required to adhere to the conditions outlined below.

(a) Limitations of Liability: Both the Recipient and the Department agree to defend, indemnify, and hold harmless the other party, and their officers, agents, and employees, from all claims, actions, suits, judgments, damages, fines, liabilities, costs, and expenses (including attorney's fees) arising from the indemnifying party's own negligent acts or omissions, or those negligent acts or omissions of the indemnifying party's officials, agents, partners, employees, subrecipients, or contractors acting within the scope of their official duties, or arising out of or resulting from activities performed under this agreement. Each party's indemnification is expressly limited to the amounts set forth in section 768.28(5), Florida Statutes. The foregoing shall not constitute an agreement by either party to assume liability of any kind for the acts, omissions, and/or negligence of the other party or the other party's officials, agents, partners, employees, subrecipients, or contractors.

(b) Limitations of Liability for Intellectual Property: The Recipient shall fully defend, indemnify, and hold harmless the State of Florida and the Department from all claims, actions, suits, judgments, damages, fines, liabilities, costs, and expenses (including attorney's fees) arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right. The foregoing obligation shall not apply to the Department's misuse or modification of the Recipient's products or the Department's operation or use of the Recipient's products in a manner not contemplated by this agreement. If any product is the subject of an infringement suit, or the Recipient believes is likely to become the subject of such suit, the Recipient may, at its sole expense, procure for the Department the right to continue using the product or to modify the product to become non-infringing. If the Recipient is not reasonably able to modify or otherwise secure the Department the right to continue using the product, the Recipient shall remove the product and refund the Department the amounts paid in excess of a reasonable rental cost for past use. The Department shall not be liable for any royalties.

(c) Indemnification Contingencies: The Recipient's obligations under paragraphs (a) and (b) above, with respect to any legal action, are contingent upon the State of Florida or the Department giving the Recipient: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend such action at the Recipient's sole expense; and (3) assistance in defending the action at the Recipient's sole expense. The Recipient shall not be liable for any cost, expense, or compromise incurred or made by the State of Florida or the Department in any legal action without the Recipient's prior written consent, which shall not be unreasonably withheld.

(d) Sovereign Immunity: Nothing in this agreement shall constitute a waiver of the Recipient's rights, privileges, and immunities under the doctrine of sovereign immunity or provisions in section 768.28, F.S.

(10) Termination Provisions: This agreement is subject to the following conditions relating to termination and force majeure.

(a) Termination for Cause: The Department shall notify the Recipient, in writing, if corrective action is required for any issue of noncompliance, nonperformance, or unacceptable performance of work under this agreement. If the Recipient fails to implement and/or maintain a corrective action plan agreed upon by the Department, the Department may, at its sole discretion, terminate the agreement.

(b) Termination Due to Funding Reversion: If the appropriation for this agreement is withdrawn or redirected, the Department shall provide written notice to the Recipient at the earliest possible time. The termination of this agreement due to a funding reversion shall not constitute a default by the State of Florida or the Department.

(c) Termination for Convenience: The Department may terminate this agreement, in whole or in part, by providing written notice to the Recipient that it is in the best interest of the State of Florida or the Department to do so. Any activity performed after the receipt of the termination notice is the sole responsibility of the Recipient. The Recipient shall not be entitled to recover any cancellation charges or lost profits.

(d) Recipient's Responsibilities upon Termination: Upon receipt of a notice of termination, the Recipient shall:

(i) Stop all work on the date the termination notice is received to the extent specified in the written notice;

(ii) In the event the termination notice results in a partial termination, complete the performance of work under the agreement that was not terminated by the Department;

(iii) Take action as necessary, or as specified by the Department, to protect and preserve any property in the Recipient's possession in which the Department has or may acquire an interest; and

(iv) Transfer, assign, and make available to the Department all property and materials belonging to the Department upon the effective date of termination of this agreement. No additional compensation will be paid to the Recipient for its services in connection with the transfer or assignment.

(e) Force Majeure: Neither the Recipient nor the Department shall be liable to the other party for any delay or failure to perform under this agreement if such delay or failure is neither fault of nor caused by the negligence of the performing party, its officials, agents, partners, and employees, and the delay is directly attributable to acts of Gods, wars, acts of public enemies, strikes, fires, floods, or other similar causes wholly beyond the performing party's control, or for any of the foregoing acts that affect subrecipients, contractors, or suppliers if no alternate source of supply is available. In the event a delay arises from the foregoing acts, the performing party shall take all reasonable measures to mitigate resulting damages, costs, delays, or disruptions to the performance requirements under this agreement. Nothing in this paragraph shall be construed to automatically extend the award period or the availability of the funding to be disbursed under this agreement.

(f) Notification Requirements for Force Majeure Delays: If the Recipient believes a delay is excusable under paragraph (e) above, the Recipient shall notify the Department in writing of the actual or potential delay and its cause. This notice must be provided within 10 calendar days after the Recipient knew or reasonably should have known that the delay would occur, or within five (5) calendar days after the Recipient first had reason to believe a delay could result if the delay was not reasonably foreseeable. The foregoing notification requirement shall not be construed to constitute the Recipient's sole remedy or excuse with respect to the delay. Providing the notice in strict accordance with this paragraph is a condition precedent to such remedy. The Department, at its sole discretion, shall make a determination if the delay is excusable under paragraph (e) above and notify the Recipient of such determination in writing. No claim for damages associated with the delay shall be asserted against the Department and the Recipient shall not be entitled to an increase in the amount of funding provided by this agreement or additional payments of any kind from the Department.

(g) Resuming Activities after Force Majeure Delays: If performance is suspended or delayed, in whole or in part, due to any act in paragraph (e) above, and as validated by the Department under paragraph (f), the Recipient shall resume performance as soon as reasonably feasible after the conclusion of the delaying act, unless advised otherwise in writing by the Department. If the Department determines, at its sole discretion, that the delay will significantly impair the ability of the Recipient to complete the activities under this award agreement, and within the maximum allowable remaining project timeframe to fully complete outstanding activities and liquidate allowable obligations, the Department may, in whole or in part, terminate the agreement upon providing written notice to the Recipient of such decision.

(e) Severability: In the event any provisions of this agreement, in whole or in part, are determined to be void or unenforceable by a court of competent jurisdiction, the specific provision(s) will be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions not affected by the court's determination remain in full force and effect.

(f) Survival: Any term, condition, or obligation of the Recipient and the Department in this agreement, whether by its express term, nature, or context, that is intended to survive the termination or expiration of this agreement, shall survive any such termination or expiration.

SECTION XI: SIGNATURES

In witness whereof, the Department and Recipient affirm they each have read and agree to the conditions set forth in Section VII through Section X of this agreement, have read and understand the agreement in its entirety, and have executed this agreement by their duly authorized officers on the date, month, and year set out below.

Modifications to this page, including strikeovers, whiteout, etc. are not permitted.

Award ID: BB021 **Award Amount:** $625,000.00

Recipient
Palm Beach County Sheriff's Office

This award is not valid until it is signed and dated by either the Chief Official or designee below. Any designee signatures must be accompanied by documentation that grants the individual the authority to execute this agreement.

Recipient Chief Official

Signature: _____ Date: 8/11/26

Typed Name and Title: Ric L. Bradshaw, Sheriff

***** If using a designee, sign the Chief Official Designee section below *****

Recipient Chief Official Designee

Signature: _____ Date: _____

Printed Name and Title: _____

Additional Recipient Signatures (optional)
If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signature: _____ Date: _____

Printed Name and Title: _____

Signature: _____ Date: _____

Printed Name and Title: _____

Florida Department of Law Enforcement
Bureau of Criminal Justice Grants

As of the date signed below this award has completed its statutorily required approval process. The Participating Agency may begin claiming reimbursement for allowable expenses in accordance with the terms and conditions of this agreement.

Signature: _____ Date: 8/13/26

Printed Name and Title: Cody Menacof, Bureau Chief

26-1030

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

BGRV 092226*600
BGEX 092226*2057

FUND 1152 - Sheriff's Grants

ACCOUNT NUMBER	ACCOUNT NAME	UNIT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 9-10-2026	REMAINING BALANCE
REVENUES									
160-2520-3429	State Grant - Other Public Safety	PBSO Forensic Genetic Testing Phase 2 FY26-27	0	0	625,000	0	625,000		
	Total Fund Revenues		**11,487,684**	**13,174,220**	**625,000**	**0**	**13,799,220**		
EXPENDITURES									
160-2520-9498	Transfer to Sheriff's Fund 1902	PBSO Forensic Genetic Testing Phase 2 FY26-27	0	0	625,000	0	625,000		625,000
	Total Fund Expenditures		**11,487,684**	**13,174,220**	**625,000**	**0**	**13,799,220**		

SIGNATURES Ric L. Bradshaw — Digitally signed by Ric L. Bradshaw Date: 2026.09.17 10:07:27 -04'00'

DATES

Initiating Department/Division

9/24/2026

Administration/Budget Department Approval

OFMB Department - Posted

BY BOARD OF COUNTY COMMISSIONERS

At Meeting of: 10/20/2026

Deputy Clerk to the Board of County Commissioners

Updated by OFMB 06/18/2024