

Marion County
Districts 5 & 24 Medical Examiner
Advisory Committee
Meeting Agenda

**Wednesday, August 13, 2025 2:00 PM Sumter County Service Center,
7375 Powell Road, Room 102,
Wildwood, FL**

1. **Call to Order**
2. **Roll Call and Determination of Quorum**
3. **Proof of Publications**
4. **Review and Approval of Meeting Minutes**
 - 4.1. [MOTION: Review and Approval of June 19, 2025 Meeting Minutes](#)
5. **Old Business**
 - 5.1. [FY 24/25 3rd Quarter Budget Report](#)
 - 5.2. [FY 25/26 Medical Examiner Proposed Budget with Updated County Shares](#)
 - 5.3. [Medical Examiner Software Update](#)
 - 5.4. [Medical Examiner Autopsy Table Update](#)
 - 5.5. [Medical Examiner FY 24 Coverdell Update](#)
6. **New Business**
 - 6.1. [MOTION: Medical Examiner Privacy Screens](#)
 - 6.2. [MOTION: Medical Examiner FIGG Grant](#)
7. **Next Meeting Date: Wednesday, November 12, 2025 - 2:00 p.m.**
8. **Adjournment**

Marion County
Districts 5 & 24 Medical Examiner Advisory
Committee
Agenda Item

File No.: 2025-20110

Agenda Date: 8/13/2025

Agenda No.: 4.1.

SUBJECT:

MOTION: Review and Approval of June 19, 2025 Meeting Minutes

DESCRIPTION/BACKGROUND:

Minutes attached.

**Districts 5 and 24 Medical Examiner Advisory Committee Meeting
June 19, 2025 - DRAFT**

1. **Call to Order** – The Districts 5 and 24 Medical Examiner Advisory Committee meeting was called to order at 2:01 p.m. on Thursday, June 19, 2025 at the Sumter County Service Center, 7375 Powell Road, Room 102, Wildwood, FL.
2. **Roll Call and Determination of a Quorum** – Roll call was taken and a quorum was met.

Members Present

Jeff Bogue, Sumter County Board of County Commissioners
Jerry Campbell, Hernando County Board of County Commissioners
Leslie Campione, Lake County Board of County Commissioners
Holly Davis, Chair, Citrus County Board of County Commissioners
Amy Lockhart, Seminole County Board of County Commissioners
Michelle Stone, Marion County Board of County Commissioners

In Attendance

Barbara Wolf, M.D., Medical Examiner, Districts 5 & 24 Medical Examiner's Office
Lindsey Bayer, Director of Operations, Districts 5 & 24 Medical Examiner's Office
Denise Lyn, County Attorney, Citrus County Board of County Commissioners
Jennifer Barker, County Manager, Lake County Board of County Commissioners
Melanie Marsh, County Attorney, Lake County Board of County Commissioners
Kristian Swenson, Assistant County Manager, Seminole County Board of County Commissioners
Allison Thall, Community Services Director, Seminole County Board of County Commissioners
Mounir Bouyounes, County Administrator, Marion County Board of County Commissioners
Matthew Minter, County Attorney, Marion County Board of County Commissioners
Amanda Tart, Assistant County Administrator, Marion County Board of County Commissioners
James Banta, Fire Chief, Marion County Fire Rescue
Robert Kruger, Deputy Chief, Marion County Fire Rescue
Audrey Fowler, Budget Director, Marion County Clerk of the Court
Cassandra Li, Administrative and Financial Services Manager, Marion County Fire Rescue
Beth Jones, Budget and Administrative Coordinator, Marion County Fire Rescue
Deann Broyles, Budget and Administrative Coordinator, Marion County Fire Rescue

3. **Proof of Publications** – Legal advertisements were published on June 6, 2025 in the Hernando Sun Ad #C9E154AE0019 and the Citrus County Chronicle Ad #50113380; and June 8, 2025 in the Ocala Star Banner Ad #11360969, Orlando Sentinel Ad #7822382, Lake Sentinel Ad #7822458, and The Villages Daily Sun Ad #01253928.

Motion: Commissioner Stone made a motion to approve the proof of publications and Commissioner Bogue seconded the motion. The motion carried unanimously 6-0.

4. **Review and Approval of May 14, 2025 Minutes** – The minutes from the May 14, 2025 Districts 5 and 24 Medical Examiner Advisory Committee meeting were submitted for approval.

Motion: Commissioner Campbell made a motion to approve the minutes and Commissioner Bogue seconded the motion. The motion carried unanimously 6-0.

5. Old Business

5.1 Update from Lake and Seminole regarding Marion County's reimbursement.

Mounir Bouyounes, County Administrator, Marion County Board of County Commissioners, gave an update regarding the Marion County Board of County Commissioners (BCC) reimbursement. Lake County BCC approved the reimbursement to Marion County in the amount of \$25,044.93. Mr. Bouyounes advised that there has been no further communication from Seminole County BCC regarding the reimbursement. Commissioner Lockhart stated that Seminole County's position remains unchanged and they will entertain submitting any reimbursement once there is support for Lake County separating from District 5. Commissioner Campbell asked Commissioner Lockhart for clarification of her statement to know if it is full support from all members of or specific members of the Medical Examiner Advisory Committee. Commissioner Lockhart stated the support is from each representative County, and not necessarily from this Committee. Commissioner Davis asked if this is contingent upon Seminole County releasing their funds to Marion County BCC. Commissioner Lockhart stated that this was the position at the last meeting and it remains unchanged.

5.2 Feedback and proposed counter options related to the separation of Lake and Seminole counties.

Mr. Bouyounes advised that this discussion is to bring the Medical Examiner Advisory Committee up to date since the last meeting on May 14, 2025, regarding the two options provided by Lake and Seminole Counties for the reassignment of Lake County to join District 24. The 3-page letter from Lake and Seminole Counties, included in the agenda packet, outlines their two options.

After reviewing the letter, Marion County proposed the following two different options:

Marion County Option One: This is the preferred option if Lake County BCC will change their position.

- Seminole County exits the District 5 partnership and builds its own facility by the end of the agreement.
- Lake County reconsiders reassignment and remains in District 5.
- District 5 reexamines the cost allocation methodology to address all counties' concerns.
- District 5 evaluates capacity needs and considers using the Leesburg facility while building a satellite office in Summerfield, if needed.
- Seminole County provides a defined timeline to exit the current facility that would be acceptable to District 5 counties.
- District 5 counties clarify the ownership of the Leesburg facility and adjust the title accordingly.

Marion County Option Two:

- Lake County is reassigned to District 24, and Lake and Seminole Counties jointly build and operate a new facility by the end of the agreement.
- District 5 continues operating from the current Leesburg location.
- District 5 obtains clear title to the Leesburg facility via an arrangement with Lake County.

- District 5 reassesses the new workload due to both counties leaving and plans accordingly.
- Lake and Seminole counties must provide a timeline to exit the current facility that would be acceptable to the remaining District 5 counties.

Emails from Hernando County and Sumter County were presented regarding their positions in regard to which option they prefer. Commissioner Campbell stated Hernando County is in support of Marion County's Option One or Option Two. Commissioner Bogue noted that Sumter County's first choice is to keep District 5 together, but if Lake County is not willing to reconsider and work through this with District 5, then they are also in support of Marion County's Option Two.

The following is Hernando County's position per the email included in the agenda:

- Make Marion County whole in past finances that have been spent on the new building design.
- The Medical Examiner would continue to occupy the existing building, in the current agreement, until the building is outgrown, and then build a new building in the future at the Advisory Committee's discretion.
- There is a deadline for when Lake and Seminole Counties have to complete transition to their own district and exit current facility.

The following is Sumter County's position per the email included in the agenda:

- Sumter County BCC provided direction to Commissioner Bogue supporting the submitted Option Two from Lake and Seminole Counties, understanding that the discussion regarding modifications to Options Two will be expected at the June meeting.

Commissioner Davis advised that Citrus County is in support of the options presented by Marion County.

Commissioner Campione clarified Lake County BCC's position. She stated their BCC is unanimous with Lake and Seminole Counties Option One and they would like to work with Seminole County and break away from District 5. Lake County is hoping to get this Advisory Committee's support. Commissioner Campione noted that Lake County's BCC is adamant they are not willing to financially support construction of the new facility. They would like to continue with the other Counties in the present location until District 5 is able to move forward with the new building construction. Thereafter, District 24 would like to stay and work out of the current building. If the Advisory Committee cannot come to an agreement and support this, then District 24 will look for a different location.

Commissioner Campbell noted it was his understanding that District 24 would like to relocate to another building but he hears Commissioner Campione saying District 24 wants to stay until District 5 moves out. Commissioner Campbell advised that this is not what District 5 is doing. With two parties leaving, District 5 may not have to leave the current location right away. The timeline is part of his concern because this will impede the issue of overcapacity. This issue will force District 5 to build a new building sooner than they want to. Commissioner Campione stated the assumption is that District 5 is building a new building. Commissioner Campbell and Commissioner Davis noted that it was not the assumption anymore. Commissioner Campione stated if this is not the case, then Lake County is prepared to find a new space with Seminole County. Her thought was to be practical and everyone keep working in the current building for now. Commissioner Campbell noted that it could not be assumed that it was what was going to happen. He stated as soon as District 24 says they are leaving,

they need to create a plan to leave so District 5 can create a plan for what they are doing. Commissioner Campione noted District 24 can turn that around and say if District 5 is leaving and needs more space, then District 24 needs to know what District 5's plan is to create additional space. Commissioner Campbell advised that it is none of District 24's business since they are leaving.

Commissioner Campione noted from everything she understood, it was District 5's plan to move forward with a new building. This is why they paid the \$25,044.93 towards the design of the new building. Commissioner Campbell stated this was the plan for the six counties. Now with 2 counties leaving, District 5 does not have to do this. Commissioner Campione advised that if District 5 wants to stay in the current building, then her request is for the Medical Examiner Advisory Committee to support this request to leave. Commissioner Davis noted Citrus County will not support that request. Speaking for Hernando County, Commissioner Campbell stated he would entertain that request, but there would be a lot of things that need to happen before that. The business of changing the rules of the current deal needs to be iron clad with the agreement of the current facility, and Marion County needs to be made whole, before Hernando County signs off on anything to support this. If those two things happen, then Hernando County will consider giving support.

Commissioner Bogue clarified his understanding with the six Commissioners on this Advisory Committee, and working with the Medical Examiner, was the volumes of this current group could not sufficiently be serviced in the current building. There were no options to viably increase the capacity of the current building so a new facility was part of the equation. All counties were on board with moving forward with the new facility and the location. Commissioner Bogue does not recall Commissioner Blake saying Lake County does not want to be part of the new facility or reevaluate the financial allocation. Sumter County's position is that Marion County needs to be made whole and they do not want to see Lake County leave District 5. Once the departure occurs, the volumes need to be reevaluated to see if District 5 needs to move out of the current facility or see if District 5 can wait for five years before reaching a capacity point to move. The Sumter County BCC is not in support of Lake County leaving, and the Sumter County Sheriff is not in support of this. Once Marion County is made whole, Commissioner Bogue will go back to his BCC and ask for a letter of support. The general consensus outside of Lake and Seminole Counties is this is a bad move.

Commissioner Campione clarified that Lake County BCC never voted on the location or to contribute financially. Commissioner Bogue advised that Commissioner Blake voted for it as a representative of Lake County BCC. If the Commissioner fails to go back to his BCC after voting yes to an item, that is an error on that Commissioner. He does not recall any Commissioner saying they need to abstain from the vote before speaking with their BCC. Commissioner Campione noted Lake County cannot make a financial commitment without consent from their full BCC and this vote does not bound her BCC.

Commissioner Lockhart stated there is an agreement in place and that is the agreement Seminole County intends to abide by. She is not sure what was meant by the conversation about Seminole County getting out as they intend to abide by the terms of the current Interlocal Agreement which gives, what should be, an ample notification period to the Medical Examiner Advisory Committee. If the Advisory Committee is asking for an additional timeline, that is not going to come from the existing agreement. Commissioner Lockhart noted if this Committee is suggesting to renegotiate, then this will be a different conversation.

Commissioner Campbell stated he does not want this to go on for two to four years from now and District 24 is still in the facility. Commissioner Bogue noted the term of the current Interlocal Agreement is until 2029 so technically District 24 can have it until then. Commissioner Davis asked at what point was the Committee planning on moving to the new facility, before this was put on hold. Mr. Bouyounes clarified that after everyone agreed on the conceptual plan, the obstacle was not being able to put together an agreement for every county to agree to commit to the finances. The plan was for the building to be constructed within two years. The Advisory Committee was hoping to have an agreement to finance the building in 2024 and the building would be constructed in 2026. Commissioner Davis asked if we were hoping to have sufficient space until 2026. Mr. Bouyounes stated it could have been early 2027, but the Advisory Committee was dealing with so many unknowns. He noted the commitment was not made to start construction. Marion County worked under the direction from this Committee to expend money to develop a conceptual plan. There were hours of discussion on selecting the site. Marion County fronted the money, understanding that all six Counties consented to the agreement. He explained that the decision Lake County's BCC made to reimburse Marion County for the \$25,044.93 has made Marion County whole from Lake County. This reimbursement was for the soft costs Marion County incurred to develop the conceptual plan. Mr. Bouyounes advised that, moving forward, the counties need to work out the details of which building the Districts stay in, and whether the Districts will split or stay together. At that point, this Advisory Committee can decide if it objects or not, to Lake County leaving District 5. Lake County and Seminole County's Option Two is for these two counties to leave and build a new building and was an approved option from Lake County and Seminole County. If this option is proposed by Lake County and Seminole County, the remaining counties in District 5 will continue to operate and use the existing facility.

Commissioner Lockhart thinks it is important to ask Dr. Wolf to put on the record what she shared with Seminole County about capacity. From what Seminole County was told, regardless of Lake and Seminole County's participation at the current facility, the remaining counties would still need a larger facility moving forward within a certain number of years.

Dr. Wolf stated with Seminole County leaving the facility, that would not make a huge difference in the workload. Lake County leaving the facility would make a big difference in the workload. Dr. Wolf noted it is a lot more than just capacity, which is an issue. The building is old and outdated, and currently the doctors are working out of closets that were turned into offices. A new building is needed, but they will carry on with whatever is decided.

Commissioner Davis asked Commissioner Bogue about the Sumter County Sheriff being against Lake County moving to District 24. Commissioner Bogue stated the Sheriff is not in support of any movement, but he does not have a position unless it affects District 5 leaving the current building. If District 5 is forced to move, it would affect us and he would be willing to chime in. If District 5 needs a letter from the Sumter County Sheriff, he will provide that.

Commissioner Davis presented for the record a one-page letter to the Advisory Board from David Vincent, Sheriff of Citrus County, as additional backup. Other letters were also presented to the Commissioners in their respective meeting packets from the following individuals: William Gladson, State Attorney; Michael Graves, Public Defender, Fifth Circuit; and Sheriff Billy Woods, Marion County Sheriff's Office. Mr. Bouyounes has talked to the remaining District 5 County Administrators and emails from them are also included in the packets.

Commissioner Lockhart would like the record to reflect that there is not a letter from the Seminole County Sheriff because the Medical Examiner Advisory Committee did not ask for one, probably because the Seminole County Sheriff is in support of the separation of Lake

County. Mr. Bouyounes stated he did not ask for a letter or communicate with Seminole County's Administrator because he was focused on District 5 and what their position will be. Commissioner Campione asked if Lake County was requested to get a letter from the Lake County Sheriff. Mr. Bouyounes advised that he did not request a letter.

Commissioner Campione advised if Lake County goes to the Florida Medical Examiners Commission and asks for the separation and was denied, then Lake County will be made to stay in District 5 and everyone will have to work together. Lake County is asking for District 5 to let Lake County do what they are requesting, and hopefully Lake County will get the support from the Florida Medical Examiners Commission. If District 5 is not willing to give their support to Lake County, then Lake County will roll the dice and see what happens. Lake County will engage in letter writing and what is needed to get the support. If District 5 wins, then Lake County will remain in District 5. Commissioner Campione said this is not how it should work.

Commissioner Davis stated it is up to the Florida Medical Examiners Commission. If Lake County remains in District 5, everything will be done for District 5 to remain a good partner with Lake County. She explained that she cannot be in favor to support this with the Florida Medical Examiners Commission. Commissioners come and go, but the people that run the criminal justice system are there, day in and day out, spending their entire career bringing people to justice. These are the people that have weighed in, and said a quality facility will help Dr. Wolf compete in the very small pool of available Medical Examiners. Commissioner Davis noted this professional facility will help keep all interactions together in District 5 between the State Attorneys, Public Defenders, and Police Chiefs. District 5 would never want to keep Lake County in something they do not want to be in and it is certainly not retribution. She advised if these factors were not in place, Citrus County would absolutely support Lake County leaving. Commissioner Davis stated she has to look out for the career staff and not the politicians.

Commissioner Lockhart noted all the elected officials that Commissioner Davis named are politicians and understands Commissioner Davis is trying to make a good case. She stated District 24 is split between Brevard and Seminole Counties, with two different locations and two different Medical Examiners; there does not seem to be much of a problem. Commissioner Lockhart reiterated that Commissioner Davis just noted the Medical Examiner needs a new high-tech facility to operate, but also stated District 5 was going to stay where they are because they do not need one. Commissioner Lockhart stated the logic is not there for her. Commissioner Lockhart advised that Dr. Wolf said she will continue to operate out of both facilities. The stakeholders are getting the same service from the same Medical Examiner, just at a different location for the one county. She also noted the letters in the agenda packet were interesting to her, because they all said they did not fully understand the issue, but they were pretty much told to be against it. She stated Seminole County is not interested in continuing in the political drama. Seminole County has made their position clear and would be happy to have Lake County as a partner. They are happy to stay in the current building or build a new building with or without a partner. Commissioner Lockhart believes Seminole County's checkbook is more desired than their participation. She stated suddenly the new facility does not plan to be built, as the Advisory Committee was excited to build the building until there was one less partner to fund it. Seminole County is really not affecting capacity. She noted they cannot talk about the terms of the deal until there is an agreement. Mr. Bouyounes advised that is not true. Commissioner Lockhart asked how does a choice become selected to work towards a deal, and then, if all parties cannot come to an agreement, it is changed and modified. She advised that Seminole County cannot start working out the points of a deal that is being worked on, but not to which has been agreed.

Commissioner Stone stated Marion County BCC will not object to Lake County leaving provided all the details are worked out for the remaining counties in District 5 to be able to operate in the current facility and have a clear title to that property. Marion County is not going to write a letter of support, and they will not object, provided there is a timeline on when District 24 will exit the current building and have their plan in place. She would not expect it to run past the 2029 timeline of the current Interlocal Agreement. Marion County's first preference is for Lake County to remain as part of District 5. Marion County has already reconciled the fact, and is looking forward to District 24 leaving the current arrangement. Commissioner Stone noted that rushing to do this is more desirable than extending the exit. She asked for District 24 to please put their plan together. Commissioner Lockhart stated District 24 cannot decide on a plan until they know if they have a partner. Commissioner Stone advised that would be determined at the Florida Medical Examiners Commission meeting and they would review the request of Lake County partnering with Seminole County.

Dr. Wolf clarified that the Florida Medical Examiners Commission is not saying yes or no to Lake County joining District 24, but rather were blindsided by a lack of information and would like to have negotiations and an agreement. They advised that it was suitable to have a plan and agreement between all parties. Commissioner Lockhart asked how will this would be delivered if the other members of District 5 are not willing to negotiate a plan. Commissioner Bogue stated Sumter County will not oppose it, as they will just not support it. Mr. Bouyounes noted everyone today supports Marion County's Option One and Marion County's Option Two with Option One being the preferred option. If Lake County does not change their mind, then Option Two is the option. He suggested working out the details, to include the status of the building and the financial implications on all the counties. If the Committee starts putting these details in place before going back to the Florida Medical Examiners Commission, there will be a plan to present to them.

Commissioner Stone stated it is not on this Advisory Committee to put a plan together; it is on District 24 to put the plan together to exit. Commissioner Lockhart noted the attempt to do this at the last meeting, but the Committee would not discuss it as it was not up for consideration. Commissioner Stone advised that would have been a miscommunication. Mr. Bouyounes stated the only option was from Lake County, and if they are going to join District 24. Commissioner Stone advised that Marion County will send a letter of objection, if they do not receive the funds from Seminole County. Commissioner Campione asked if Marion County receives the money, is it correct that they will not object. Commissioner Stone noted that is correct, but they will not support either way.

Commissioner Campione asked if the original plan was to move forward, build a new building and then sell the existing building. Mr. Bouyounes stated he understands the remaining counties in District 5 want to continue operating in the existing building, perhaps making modifications to the building until we need additional capacity. Marion County also discussed the possibility of building a small satellite office in Summerfield, Florida. All these things need to be evaluated in the future, based on the workload. The existing building could remain in operation for years under District 5.

Commissioner Campione asked if the new building was built, would the existing Medical Examiner's building be kept as a place to work out of. Mr. Bouyounes noted the new building is not currently being constructed. The concept for the new building was to accommodate all six of the counties for future years up to 2050 and possibly further. The Medical Examiner has stated in the past they can operate two locations, which could include building a satellite office.

Commissioner Campbell noted the element that changed is now the two counties are leaving. With just Seminole County leaving, District 5 would have to build another building. With two

counties leaving, District 5 can remain there or have the option of building a satellite office. Commissioner Campbell advised that no one is keeping Seminole County from leaving and Seminole County does not have to wait for an answer from Lake County. Commissioner Lockhart stated Seminole County does not know if they are building a building for just Seminole County or for Lake County included. She does not know what is happening with the current Medical Examiner's building in Leesburg, Florida. Commissioner Campbell advised that Seminole County is choosing to leave and that has nothing to do with District 5. Commissioner Lockhart stated if Lake and Seminole County are wanting to partner together, the consensus on how they will leave and build a building does have to do with District 5.

Commissioner Lockhart noted they will abide by the terms of the existing Interlocal Agreement and will leave by the time the contract ends, giving the Committee the notification that is required per the terms. She advised that District 24 will not leave any sooner than what is required; if they have the opportunity to partner with another County.

Commissioner Campbell stated there are questions regarding the 18-month notice by either party in the Interlocal Agreement for termination. Commissioner Lockhart would like to hear the legal opinion from counsel.

Matthew Minter, County Attorney, Marion County Board of County Commissioners, stated he did not research that issue before coming to the meeting, but his thought is with the current agreement that runs to 2029, an 18-month notice does not have to be given if the parties are going to play out the agreement. If the parties want to terminate sooner, an 18-month notice could be given to terminate earlier than 2029.

Melanie Marsh, County Attorney, Lake County Board of County Commissioners, stated the Interlocal Agreement reads the 18-month notice is for early termination. If the parties want to stay to 2029, the 18-month notice is not necessary. If the parties want to terminate earlier than 2029, they would give the notice and leave at the end of the 18 months. This is a unilateral termination provision (examples: Citrus County can terminate for Citrus County, Lake County can terminate for Lake County, etc.) One county cannot terminate the agreement for another county. Unless the parties give the 18-month notice to leave before 2029, then the parties would stay until 2029.

Commissioner Campbell explained the remaining counties cannot terminate Lake County or District 24. District 5 cannot terminate District 24.

Denise Lyn, County Attorney, Citrus County Board of County Commissioners, said that all four counties can terminate on their own, but not remain in the current facility. Commissioner Bogue advised that if the four counties terminate, it would release the function of the building. His thought was as long as District 5 remains as District 5, can they remain in that facility, until the facility is not being used for the District 5 Medical Examiner.

Ms. Marsh stated the reversionary clause in the deed is tied to the Interlocal Agreement. There is some debate amongst the attorneys regarding if the Interlocal Agreement terminates, would the reverter take over. That is Lake County's position, but Ms. Marsh is not sure of Marion or Citrus County's position. Ultimately, this is what Lake County hopes to resolve in a mutually agreeable separation. In Marion County's Option Two, there would be a resolution that Marion County would get a clear title.

Mr. Minter advised that this is a situation that falls under the Declaratory Judgment Act, where two parties come before the court and say they are endowed to their rights under the terms of an agreement. A legitimate case can be made for either one of the positions. The deed has the reversionary clause and the Interlocal Agreement says Marion County would convey the

building back to Lake County when Marion County has built a new facility. These two things do not sync. He does not believe the counties want to spend the time and money getting into a lawsuit over this. There is a dispute resolution provision that might be useful to negotiate these things.

Commissioner Campbell advised that Hernando County will not object if Seminole County makes Marion County whole. If they do not make Marion County whole, then Hernando County will object. Hernando County would like to see Lake County stay with District 5, but if the Florida Medical Examiners Commission approves the separation, then Hernando County and Lake County will continue to be good neighbors.

Commissioner Davis advised that Citrus County has the same opinion as Hernando County. She will recommend to her BCC to pay a portion of Seminole County's reimbursement to Marion County, if Seminole County does not make Marion County whole. This issue will go before the Florida Medical Examiners Commission again, and the Committee needs to present Option Two, once it is ironed out.

Dr. Wolf advised that the next Florida Medical Examiners Commission meeting is in August 2025. There is no point going before the Commission unless there is an agreement.

Mr. Bouyounes asked if Lake County has submitted a request to the Florida Medical Examiners Commission for reassignment. Commissioner Campione does not believe a request has been submitted again. She advised that Lake County BCC has indicated that is the plan, and from a timing standpoint, Lake County would need to submit this.

The Medical Examiner Advisory Committee clarified the option for their consideration is Marion County's Option Two and it was read into the record. Commissioner Stone stated Marion County's Option Two is the presented option, but Marion County will not provide a letter of support for Lake County to leave and join District 24.

Commissioner Davis will add the following bullet point to Marion County's Option Two:

- No support, but no objection as long as Seminole County makes Marion County whole and all the details are worked out between District 5 and District 24.

Mr. Bouyounes does not know if all the details can be worked out in this meeting pertaining to the status of the building and the financial impact of who is paying for what. The Committee needs the County Attorneys to start drafting an agreement, which would be in the best interest of all the counties involved. Commissioner Davis asked what is needed from this Committee for the County Attorneys.

Mr. Minter asked if this goes to the Florida Medical Examiners Commission in August, and they grant the request for Lake County to join District 24, is there a timeline for Lake and Seminole Counties to join together and exit District 5. Commissioner Lockhart advised that District 24 will commit today to leave by the end of the existing agreement; if they find they will be leaving sooner, they will provide the 18-month notification. Mr. Minter questioned the purposes of the various Counties asking their attorneys to come up with an agreement to take to the Florida Medical Examiners Commission. He noted the timeline is important for District 5 to plan for their future. Commissioner Lockhart stated the timeline will be significantly impacted by whether Seminole County has a partner or they will move forward on their own. Mr. Minter advised that the hypothetical question was, if both counties receive the approval to leave together, is there an idea of when this will happen. Commissioner Lockhart stated it will take some time to figure out if District 24 will stay in the existing building or build a new building.

Commissioner Davis noted the agreement in discussion now is for both Lake County and Seminole County to leave. The agreement District 24 presents to the Florida Medical Examiners Commission assumes for Seminole County to have a partner, if granted.

Commissioner Lockhart stated they will leave by the end of the existing term of the existing agreement. If Seminole County finds they can leave sooner, they will give the 18-month notice.

Commissioner Davis noted to be fair to Dr. Wolf's team, she would prefer that Districts 5 and 24 separate by early 2027; two different buildings would be needed for the six counties by early 2027.

Commissioner Stone asked for Lake County to continue to listen to these conversations with the representative from District 24, as this is what they are looking to join.

Commissioner Campione said Lake County has asked and presented their request. Lake County does not have any problem with joining District 24. The Interlocal Agreement goes through 2029 and Lake County is presenting to stay through 2029. Lake County is requesting the Committee's support to make this change, but they will live with whatever decision is made by this Committee. To put the best case forward, Lake County will need something to take to the Florida Medical Examiners Commission to explain how it all works. Lake County thinks they would be in it through 2029, but they are in the process of working out the details of what would happen the day the Interlocal Agreement ends.

Commissioner Stone stated Lake and Seminole Counties need to determine the plan, take it to the Florida Medical Examiners Commission and get approval. They have heard from this Committee that we are not going to send a letter of support. This Committee is requesting the agreement, put together by Lake and Seminole Counties, to include details that encompass the bullet points of Marion County's Option Two. The County Attorneys and staff need to help finalize and know that we are getting what was requested out of the options for this Committee.

Commissioner Campbell suggested to make a few other edits to Marion County's Option Two.

- In bullet point 1, instead of saying "jointly build and operate," say "jointly secure and operate."
- Add final bullet point to say, "No support, but no objection as long as Seminole County makes Marion County whole and works out all the details of the separation between Districts 5 and 24, and the status of the building."

Commissioner Bogue noted what he is hearing is that Lake and Seminole County intend to live out the Interlocal Agreement to 2029. If they decide otherwise at some point in the future, they will let us know they will leave sooner. Commissioner Lockhart clarified that yes, this is in compliance with the existing agreement. Commissioner Bogue advised that of the four counties that remain, his desire is for the two counties that secede the union, to do so sooner, but they do not have to. If the two counties left sooner, then the four counties could come together with their needs sooner.

Commissioner Bogue asked how can he believe future discussions are valid, when he cannot trust that a payment would be made from a previous commitment. Commissioner Lockhart noted the Seminole County BCC never authorized a payment to this Committee. Commissioner Bogue stated the Seminole County representative said Seminole County would partner in this agreement. Commissioner Lockhart stated that is not the case and the minutes do not reflect this.

Commissioner Davis suggested adding a bullet point that says District 5 will support District 24 leaving if Seminole County makes Marion County whole. There will be no support unless

this happens. Commissioner Lockhart advised that Seminole County does not need support to leave; Seminole County is their own district. Commissioner Davis stated that is a good point. District 5 can say, as long as Seminole County makes Marion County whole, District 5 will abstain from comment in regards to Lake County.

Commissioner Campbell noted his comments are along the same lines. If the Florida Medical Examiners Commission does not approve Lake County leaving, what is Seminole County's position. Commissioner Lockhart clarified that District 24 is leaving. Commissioner Campbell understands this much clearer and asked Commissioner Lockhart if there was anything else on this list with Marion County's Option Two that we need to discuss. Commissioner Lockhart stated she is not bound by Marion County's bullet points.

Commissioner Davis noted the members are trying to hash out the agreement. Commissioner Campbell is trying to be a good partner by asking if there is anything in the agreement that should be discussed.

Commissioner Campione brought up the current final bullet in Marion County's Option Two that discusses Lake and Seminole Counties providing a timeline to exit the current facility. She believes it should be removed or fixed because the timeline is following the agreement. Commissioner Campbell noted it was a fair point and District 24 has to abide by the contract. Commissioner Lockhart stated for the record, that is the point she has been making since she got here. All the counties agree on this.

It was the general consensus to direct the following for Marion County's Option Two:

- Remove or fix bullet point 5 because the timeline is following the agreement.

Mr. Bouyounes asked if Lake County's separation is going to the Florida Medical Examiners Commission in August, are the remaining counties in District 5 going to or not object to that proposal. If we have an agreement in place organizing the separation and resolving the outstanding issues, Marion County will not object. He advised the other counties should not object either and possibly provide a letter of support. This Committee needs to work out an agreement and resolve these issues and then Seminole County can do whatever they wish to accomplish. Mr. Bouyounes suggested this should go to the County Attorneys.

Ms. Lyn stated her main concern at the last Florida Medical Examiners Commission meeting was that the stakeholders (State Attorney, Public Defender and Sheriffs) appeared that they had not been engaged. Now there was engagement by these stakeholders (State Attorney, Public Defender and 4 of the 5 Sheriffs). She noted that she does not see the Florida Medical Examiners Commission allowing Lake County to leave, if all the stakeholders are on record saying they do not want to split up District 5. Unless Lake County gets permission from the Commission to leave, it is for naught. She does not see the Commission granting permission for Lake County to leave.

Mr. Bouyounes stated the Florida Medical Examiners Commission said to go back to all the stakeholders, including the counties, to work out an agreement on how this will happen. Ms. Lyn noted the four counties are not going to support this.

Commissioner Campione advised that it sounds like it is all going back to the Medical Examiner's building. It is ultimately going to be in 2029 when the agreement is over and there is no Interlocal Agreement in place, unless one is put back in place. She said the question is, will the building revert back to Lake County or stay with District 5. Additionally, do we use this point as a key negotiating point that the legal team can work on. Commissioner Campione believes if the Committee can work this out, then this potentially could mean that we can reach

an agreement and Marion County BCC may give the support letter. She noted the counties are also stakeholders, not just the State Attorneys, Public Defenders and Sheriffs. It may be weighted against Lake County, and Lake County could ultimately lose. Commissioner Campione believes it does not make sense to stay in a marriage that you do not want to be in. Lake County works just fine together on other advisory boards. She advised that this Advisory Committee may be one that needs a different team. For this particular issue, Lake County would prefer to handle it the way they have requested. Lake County would like to see if the attorneys can look at what happens with the building, and see if this is something the counties can work out.

Mr. Minter stated on behalf of Marion County, he can put together a draft agreement and circulate it with all the County Attorneys. This could be a starting point to get feedback from the attorneys that will be acceptable to all the parties. Mr. Minter will use all the bullet points from Marion County's Option Two, including looking at Seminole County's bullet points. He will incorporate this into a draft agreement and address some of the particulars and details discussed by Mr. Bouyounes.

Commissioner Davis asked if this Committee should meet in July. Dr. Wolf advised that the next Florida Medical Examiners Commission meeting, after the August meeting, is October 28, 2025. Mr. Bouyounes noted this does not have to go to the Commission in August. Commissioner Lockhart asked if this plan has to come back to this Advisory Committee to go to the Florida Medical Examiners Commission. She does not believe it does and thinks it can be worked out with the individual counties. She does not think this Committee needs to meet before the August Commission meeting.

There was discussion that when the draft agreement is hashed out with the County Attorneys, it would then be sent to the individual BCCs to approve or not. Commissioner Campione said whatever comes out of the negotiations is what is presented to the Florida Medical Examiners Commission.

Commissioner Davis asked if there would need to be a consensus or vote on the bullets. It was agreed this is a consensus.

5.3 District 5 counties' position in the event Lake County submits a new request to the Florida Medical Examiner Commission for reassignment.

Marion County reached out to the State Attorney and the Public Defender of the Fifth Judicial Circuit of Florida for their input regarding this matter. In addition, we solicited input from the Marion County Sheriff's Office in an effort to understand if there will be any impact on their operation.

The following letters were presented at this meeting: a one-page letter to Mr. Bouyounes from William Gladson, State Attorney; a one-page letter to Mr. Bouyounes from Michael Graves, Public Defender, Fifth Circuit; a two-page letter to Mr. Bouyounes from Billy Woods, Sheriff of Marion County; and a one-page letter to Commissioner Davis from David Vincent, Sheriff of Citrus County. Copies of the original letters from Mr. Bouyounes to the stakeholders were also included, requesting input on the Lake County reassignment.

6. New Business

6.1 Notation for Record

For the record, Andrea Kennard, Commissioner's Aide, Lake County BCC, submitted an email dated June 11, 2025, announcing that Commissioner Leslie Campione will serve as the Districts 5 and 24 Medical Examiner Advisory Committee's representative for Lake County BCC effective immediately.

7. Next Meeting Date

Commissioner Lockhart asked if we need to meet on August 13, 2025 for our regularly scheduled quarterly meeting. Mr. Minter noted he can have the draft agreement within two weeks to send to all six County Attorneys. Commissioner Lockhart asked if there are any projected action items for the August 13, 2025 meeting. Mr. Bouyounes stated the financial statements are presented and there may be a discussion on replacing a software for the Medical Examiner.

The next Districts 5 and 24 Medical Examiner Advisory Committee Meeting is scheduled for Wednesday, August 13, 2025 at 2:00 p.m. at the Sumter County Service Center, Room 102, 7375 Powell Road, Wildwood, FL.

8. Adjournment – There being no further business to come before the Committee, the meeting adjourned at 3:23 p.m.

Holly Davis, Chair

Date

Marion County
Districts 5 & 24 Medical Examiner Advisory
Committee
Agenda Item

File No.: 2025-20111

Agenda Date: 8/13/2025

Agenda No.: 5.1.

SUBJECT:
FY 24/25 3rd Quarter Budget Report

DESCRIPTION/BACKGROUND:
Report attached.

5th and 24th DISTRICT MEDICAL EXAMINER

BUDGET WORKSHEET

FY 2024/25

	BAR Ref#	Original Budget	Adjusted Budget	Oct - Dec 1st Qtr Actual	Jan - Mar 2nd Qtr Actual	Apr - Jun 3rd Qtr Actual	Jul - Sept 4th Qtr Actual	YTD
REVENUES								
Balance Forward		\$ 2,291,340	\$ 2,308,164					
Medical Examiner District 24		\$ 1,804,398	\$ 1,804,398	\$ 451,157	\$ 451,100	\$ 451,042		\$ 1,353,299
Medical Examiner Fees		\$ 1,040,000	\$ 1,040,000	\$ 255,271	\$ 299,266	\$ 290,044		\$ 844,580
Reimbursements from other Counties	6	\$ 3,292,334	\$ 3,292,334	\$ 823,967	\$ 823,967	\$ 836,302		\$ 2,484,236
Marion County's Share (CT132381)		\$ 1,421,587	\$ 1,421,587	\$ 355,397	\$ 355,397	\$ 355,397		\$ 1,066,191
Interest - Board		\$ 85,900	\$ 85,900	\$ 24,509	\$ 18,441	\$ 26,816		\$ 69,766
Coverdell Grant	4	\$ -	\$ (2,964)	\$ -	\$ -	\$ -		\$ -
5% Budget Office		\$ 4,295	\$ 4,295	\$ -	\$ -	\$ -		
TOTAL REVENUES		\$ 9,931,264	\$ 9,945,124	\$ 1,910,301	\$ 1,948,170	\$ 1,959,600	\$ -	\$ 5,818,072

EXPENDITURES

Administrative Fee - 5%		\$ 358,141	\$ 358,141	\$ 89,535	\$ 89,535	\$ 89,535		\$ 268,606
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OPERATING EXPENDITURES

Contractual Services - Medical Examiner		\$ 6,833,923	\$ 6,833,923	\$ 1,855,923	\$ 1,572,000	\$ 1,834,000		\$ 5,261,923
Professional Services	8	\$ -	\$ -	\$ -	\$ -	\$ 500		\$ 500
Contractual Services - Other	5	\$ 18,093	\$ 17,071	\$ 1,974	\$ 2,989	\$ 4,828		\$ 9,790
Communications	5,9	\$ 14,700	\$ 15,700	\$ 3,775	\$ 4,603	\$ 2,972		\$ 11,350
Postage & Freight		\$ 2,000	\$ 2,000	\$ 2,000	\$ -			\$ 2,000
Utility Services - Elec./Water	9	\$ 75,000	\$ 75,000	\$ 13,132	\$ 13,130	\$ 14,642		\$ 40,903
Rentals & Leases - Equipment		\$ 6,150	\$ 6,150	\$ 1,292	\$ 1,351	\$ 1,329		\$ 3,971
Insurance Premiums		\$ 31,292	\$ 31,292	\$ 3,999	\$ 3,999	\$ 3,999		\$ 11,997
Repairs/Maint. - Buildings & Grounds	1	\$ 46,000	\$ 46,000	\$ 258	\$ 1,635	\$ 1,784		\$ 3,676
Repairs/Maint. - Equipment	7	\$ 8,000	\$ 28,000	\$ 14,160	\$ 9,081	\$ 5,894		\$ 29,135
Other Charges - Refunds	5	\$ -	\$ 1,022	\$ -	\$ -	\$ 1,021		\$ 1,021
Advertising - Legal		\$ 900	\$ 900	\$ 108	\$ 109	\$ 136		\$ 353
Office Supplies	5	\$ 1,000	\$ -	\$ -	\$ -	\$ -		\$ -
Gasoline, Oil & Lubricants		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Computer Software	8	\$ 97,536	\$ 97,536	\$ 11,791	\$ -	\$ 816		\$ 12,607

5th and 24th DISTRICT MEDICAL EXAMINER

BUDGET WORKSHEET

FY 2024/25

	BAR Ref#	Original Budget	Adjusted Budget	Oct - Dec 1st Qtr Actual	Jan - Mar 2nd Qtr Actual	Apr - Jun 3rd Qtr Actual	Jul - Sept 4th Qtr Actual	YTD
Operating Supplies	3,4	\$ 16,600	\$ 63,724	\$ 560	\$ -	\$ 1,870		\$ 2,429
Computer Hardware	4	\$ 17,500	\$ 19,320	\$ 8,138	\$ -	\$ 1,724		\$ 9,862
Dues & Memberships		\$ 100	\$ 100	\$ 47	\$ -	\$ -		\$ 47
Training & Education		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Buildings - Construction and/or Improve		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Buildings - CIP		\$ -	\$ 16,824	\$ -	\$ -	\$ -		\$ -
Capital Improvement Funding	1,2,3	\$ 2,324,329	\$ 2,238,349	\$ -	\$ -	\$ -		\$ -
Machinery & Equipment	7	\$ 30,000	\$ 30,000	\$ -	\$ -	\$ 18,207		\$ 18,207
TOTAL OPERATING EXPENDITURES		\$ 9,523,123	\$ 9,522,911	\$ 1,917,154	\$ 1,608,895	\$ 1,893,721	\$ -	\$ 5,419,771
Reserve for Capital Outlay		\$ -	\$ -	\$ -	\$ -			\$ -
Reserve for Contingency		\$ 50,000	\$ 50,000	\$ -	\$ -			\$ -
Claims Legal Settlement	2	\$ -	\$ 20,000	\$ -	\$ 20,000			\$ 20,000
TOTAL EXPENDITURES		\$ 9,931,264	\$ 9,951,052	\$ 2,006,690	\$ 1,718,430	\$ 1,983,257	\$ -	\$ 5,708,376

NET GAIN/LOSS	\$ (96,389)	\$ 229,740	\$ (23,656)	\$ -	\$ 109,695
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BUDGET AMENDMENTS

1st Quarter:

¹25-01-326 (10/15/24) - Moved \$20,000 out of Capital Improvement Funding to Repairs/Maint - Equipment for server warranty and for repairing broken saws that could not be completed last fiscal year due to the 6-8 week turnaround time.

2nd Quarter:

²25-06-02 (3/5/25) - Moved \$20,000 out of Capital Improvement Funding to Claims Legal Settlement for payment.

³25-06-10 (3/18/25) - Moved \$45,980 out of Capital Improvement Funding to Operating Supplies for the purchase of 10 autopsy tables that cannot be repaired.

⁴25-06-51 (3/18/25) - Recognized \$2,964 for the Coverdell Award and its corresponding line items in Operating Supplies and Computer Hardware for purchases.

⁵25-06-2322 (3/25/25) - Moved \$2,022 from Office Supplies and Contractual Services to Communications Services and Other Current Charges - Refunds for a shortage in the fiscal year for phone service bills and to issue checks to 2 funeral homes that want their overpayments paid back.

3rd Quarter:

⁶Hernando included \$12,334.70 Reimbursement for Cost Incurred.

⁷25-07-12 (04/01/25) - This year we received a warranty contract on the X-ray machine. In working with Procurement, after it was executed, funds were moved for the contract.

⁸25-07-734 (04/07/25) - Funds were moved to pay for a title search on the Medical Examiner's property.

⁹25-08-618 (05/07/25) - Funds were moved from Communications Services for annualized expected expenditures for utility services.

Marion County
Districts 5 & 24 Medical Examiner Advisory
Committee
Agenda Item

File No.: 2025-20112

Agenda Date: 8/13/2025

Agenda No.: 5.2.

SUBJECT:

FY 25/26 Medical Examiner Proposed Budget with Updated County Shares

DESCRIPTION/BACKGROUND:

Budget attached.

Medical Examiner Budget

Department: CT132527

Fiscal Year 2025-26 Proposed (Revised 2025-06-10)

Account Number	Account Name	2025/2026 Proposed Budget	2024/2025 Adopted Budget	Increase or Decrease Amount
531109	Professional Service			
	Professional Service	\$ -	\$ -	\$ -
	Total	\$ -	\$ -	\$ -
534101	Contractual Services - Other			
	Hazardous Waste - Stat Medical	\$ 7,500	\$ 7,000	\$ 500
	Lawn Maint. - Faithworks	\$ 4,000	\$ 3,500	\$ 500
	Pest Control - Massey	\$ 400	\$ 360	\$ 40
	Security & Fire Alarm Monitoring - Redwire (State Alarm)	\$ 755	\$ 1,133	\$ (378)
	Radiation Monitoring - Landauer (April Renewal)	\$ 3,100	\$ 3,100	\$ -
	Cremation Collection Fees - United We Collect	\$ 3,000	\$ 3,000	\$ -
	Balanced Mechanical, Dinkins & tree service	\$ -	\$ -	\$ -
	Total	\$ 18,755	\$ 18,093	\$ 662
541101	Communications			
	Centurylink	\$ 11,000	\$ 10,000	\$ 1,000
	High Speed Internet Connection	\$ 4,500	\$ 4,000	\$ 500
	Telephone Service (DMS)	\$ 700	\$ 700	\$ -
	Total	\$ 16,200	\$ 14,700	\$ 1,500
542201	Postage and Freight			
	Cremation and Tissue Procurement Billings	\$ 2,000	\$ 2,000	\$ -
	Total	\$ 2,000	\$ 2,000	\$ -
543101	Utility Services - Elec./Water			
	Utility Services - Elec./Water	\$ 75,000	\$ 75,000	\$ -
	Total	\$ 75,000	\$ 75,000	\$ -

Medical Examiner Budget

Department: CT132527

Fiscal Year 2025-26 Proposed (Revised 2025-06-10)

Account Number	Account Name	2025/2026 Proposed Budget	2024/2025 Adopted Budget	Increase or Decrease Amount
544101	Rentals & Leases - Equipment			
	Copier	\$ 6,000	\$ 5,500	\$ 500
	Copier Color Charges	\$ 750	\$ 650	\$ 100
	Equipment Rental (Generator)	\$ -	\$ -	\$ -
	Total	\$ 6,750	\$ 6,150	\$ 600
545101	Insurance Premiums			
	General Liability (Marion County)	\$ 17,743	\$ 15,296	\$ 2,447
	Property (Marion County)	\$ 15,296	\$ 15,996	\$ (700)
	Total	\$ 33,039	\$ 31,292	\$ 1,747
546101	Repairs/Maint. - Buildings/Grounds			
	HVAC Maintenance	\$ 17,000	\$ 16,500	\$ 500
	Generator Inspection/Testing/Repairs/Fuel	\$ 2,000	\$ 2,000	\$ -
	Fire Extinguisher Maintenance	\$ 3,000	\$ 100	\$ 2,900
	Building Sprinkler & Back Flow Testing (Cintas)	\$ 2,000	\$ 750	\$ 1,250
	Back Flow Preventor Valves - Repair/Replace	\$ 2,650	\$ 2,650	\$ -
	Contingency for Unanticipated HVAC Repairs	\$ 10,000	\$ 10,000	\$ -
	Contingency for Unanticipated Bldg. Repairs	\$ 10,000	\$ 5,000	\$ 5,000
	Building Maintenance (Pressure Washing, etc.)	\$ 7,500	\$ 6,000	\$ 1,500
	Tree Work, Gate Repair etc.	\$ 4,200	\$ 3,000	\$ 1,200
	Total	\$ 58,350	\$ 46,000	\$ 12,350

Medical Examiner Budget

Department: CT132527

Fiscal Year 2025-26 Proposed (Revised 2025-06-10)

Account Number	Account Name	2025/2026 Proposed Budget	2024/2025 Adopted Budget	Increase or Decrease Amount
546301	Repairs/Maint. Equipment			
	Maint./Calibration on Body & Hanging Scales	\$ 3,000	\$ 3,000	\$ -
	Bone Saw Refurbishment	\$ 5,000	\$ -	\$ 5,000
	General Equipment Repairs	\$ 13,500	\$ 5,000	\$ 8,500
	Total	\$ 21,500	\$ 8,000	\$ 13,500

549201	Advertising - Legal			
	Advertise Meetings in 5 County Newspapers	\$ 600	\$ 900	\$ (300)
	Total	\$ 600	\$ 900	\$ (300)

551101	Office Supplies			
	Office Supplies	\$ 1,000	\$ 1,000	\$ -
	Total	\$ 1,000	\$ 1,000	\$ -

552106	Computer Software			
	Medical Examiner Software	\$ 65,000	\$ 60,000	\$ 5,000
	Computer License/Maintenance Fees	\$ 24,000	\$ 23,536	\$ 464
	Comvault Data Backup	\$ 11,000	\$ 11,000	\$ -
	Database Maintenance Fees	\$ -	\$ 3,000	\$ (3,000)
	Total	\$ 100,000	\$ 97,536	\$ 2,464

552108	Operating Supplies			
	Operating Supplies	\$ 8,500	\$ 8,600	\$ (100)
	Camera (3)	\$ 2,550		\$ 2,550
	Hanging Scale (1)	\$ 2,000		\$ 2,000
	Bariatric Autopsy Cart (1)	\$ 9,000		\$ 9,000
	Bone Saw	\$ 3,200	\$ 8,000	\$ (4,800)
	Xray Cassette Batteries (1 pk)	\$ 2,000		
	Autopsy Photography Boards (2)	\$ 1,600		

Medical Examiner Budget

Department: CT132527

Fiscal Year 2025-26 Proposed (Revised 2025-06-10)

Account Number	Account Name	2025/2026 Proposed Budget	2024/2025 Adopted Budget	Increase or Decrease Amount
	Total	\$ 28,850	\$ 16,600	\$ 12,250
552116	Computer Equipment			
	Computer Equipment	\$ 19,000	\$ 17,500	\$ 1,500
	Total	\$ 19,000	\$ 17,500	\$ 1,500
554201	Dues & Memberships			
	Dues & Memberships	\$ 50	\$ 100	\$ (50)
	Total	\$ 50	\$ 100	\$ (50)
	Subtotal Recurring Operating Expenses	\$ 381,094	\$ 334,871	\$ 46,223
	<i>District share based on population distribution of the two districts.</i>			
563901	Capital Improvement Funding			
	Capital Improvement Funding	\$ 2,022,163	\$ 2,332,329	\$ (310,166)
	Total	\$ 2,022,163	\$ 2,332,329	\$ (310,166)
564101	Machinery & Equipment			
	Autopsy Cart w/ Grid Plate (3)	\$ 27,000	\$ 30,000	\$ (3,000)
	Cubicles	\$ 50,000		\$ 50,000
	Total	\$ 77,000	\$ 30,000	\$ 47,000
599101	Reserve for Contingencies			
	Reserve for Contingencies	\$ 50,000	\$ 50,000	\$ -
	Total	\$ 50,000	\$ 50,000	\$ -

Medical Examiner Budget

Department: CT132527

Fiscal Year 2025-26 Proposed (Revised 2025-06-10)

Account Number	Account Name	2025/2026 Proposed Budget	2024/2025 Adopted Budget	Increase or Decrease Amount
534403	Contractual Services - Medical Examiner Contract			
	Total	\$ 7,258,923	\$ 6,833,923	\$ 425,000

Note: Includes a new position for Special Transport, 5% increases for employees, overtime, vehicle purchase for 2 new vehicles and increases in operational costs.

549624	Medical Examiner Admin Fee			
	Total	\$ 381,219	\$ 358,141	\$ 23,078

Note: Administration fee is 5% of recurring operating and ME contract. This does not include reserves.

Medical Examiner Budget

Department: CT132527

Fiscal Year 2025-26 Proposed (Revised 2025-06-10)

Description	2025/2026 Proposed Budget
District 5 & 24 Budget	
Medical Examiner	\$ 7,258,923
Operating Costs	\$ 381,094
Administration Fee	\$ 381,219
Anticipated Revenues (Cremation/Tissue)	\$ (1,040,000)
Total	\$ 6,981,236

District 5 & 24 Cost Sharing (Annual)	
Citrus	\$ 617,122
Hernando	\$ 782,130
Lake	\$ 1,609,489
Marion	\$ 1,558,155
Sumter	\$ 582,179
Seminole	\$ 1,832,161
Total	\$ 6,981,236

District 5 & 24 Cost Sharing (Quarterly)	
Citrus	\$ 154,280.57
Hernando	\$ 195,532.61
Lake	\$ 402,372.26
Marion	\$ 389,538.68
Sumter	\$ 145,544.71
Seminole	\$ 458,040.14
Total (Quarters x 4)	\$ 6,981,235.90

Medical Examiner Budget
 Department: CT132527
 Fiscal Year 2025-26 Proposed (Revised 2025-06-10)

Population Comparison							
	2024 Estimates ¹ for FY 2025-26		FY 2024-25		FY 2023-24		
County	Population	% of Total	Population	% of Total	Population	% of Total	Increase or Decrease Amount
Citrus	166,151	8.84%	162,240	8.89%	158,009	8.92%	-0.05%
Hernando	210,577	11.20%	204,265	11.20%	199,207	11.24%	0.01%
Lake	433,331	23.05%	414,749	22.73%	403,857	22.79%	0.32%
Marion	419,510	22.32%	403,966	22.14%	391,983	22.12%	0.18%
Sumter	156,743	8.34%	155,318	8.51%	141,420	7.98%	-0.17%
Seminole	493,282	26.24%	484,054	26.53%	477,455	26.95%	-0.29%
District 5 & 24 Total	1,879,594		1,824,592		1,771,931		

Recurring Operating Cost Distribution							
District	Population	% of Total	Population	% of Total	Population	% of Total	Increase or Decrease Amount
District 5	1,386,312	73.76%	1,340,538	73.47%	1,294,476	73.05%	0.29%
District 24	493,282	26.24%	484,054	26.53%	477,455	26.95%	-0.29%
Total	1,879,594	100.00%	1,824,592	100.00%	1,771,931	100.00%	

¹ Source Data: Florida Estimates of Population 2024, published January 2025 - <https://www.bebr.ufl.edu/population>

Marion County
Districts 5 & 24 Medical Examiner Advisory
Committee
Agenda Item

File No.: 2025-20161

Agenda Date: 8/13/2025

Agenda No.: 5.3.

SUBJECT:

Medical Examiner Software Update

DESCRIPTION/BACKGROUND:

In 2021, there was a request for proposals (RFP) for new software for the Medical Examiner's Office. VertiQ was chosen by the Selection Committee and contracted to provide case management software, while also allowing for the ability to invoice the outstanding accounts for cremation services.

Since the implementation of the software, there have been ongoing issues such as incorrect payment postings, inaccurate funeral addresses, system errors, and lost case files. MDI Log was discovered in use by other Medical Examiner offices successfully. Staff has been working with the Information Technology Department to review during their discovery phase the new software and its requirements to determine if it can be used in place of VertiQ.

Staff has also been working with the Procurement Services Department to obtain a solicitation waiver to piggyback on the District One Medical Examiner contract with MDI Log.

Once the two departments find that the new software is acceptable, they can move forward with processing the piggyback to work on implementation.

Staff is asking the Medical Examiner Advisory Committee to approve moving forward to obtain MDI Log as a vendor, as we have spent, to-date, \$241,087 for VertiQ since 2022. There is currently \$46,226 remaining for the current year's purchase order anticipated to still be paid to close out this fiscal year. MDI Log is anticipated to cost around \$25,000.

Cremation Billing & Authorization Workflow - VertiQ vs. MDILog

Overview

This summary compares the current cremation authorization and billing process using VertiQ or legacy methods against a modernized workflow using MDILog. The MDILog platform provides integrated, automated support for authorization, billing, and recordkeeping - reducing workload, improving accuracy, and increasing compliance.

Workflow Comparison

Workflow Step	VertiQ / Legacy Process	MDILog Enhanced Workflow	Workload or Compliance Impact
Request Received	Faxed or phoned in by funeral home	Submitted via secure portal or logged in system	↓ Time chasing paperwork, improves tracking
Authorization Entry	Entered manually into Excel log or printed form	Created directly from case record with autofill	↓ 50-75% entry time; ↓ data errors
Physician Review & Approval	Paper signature or scanned copy required	Digital signature & remote access supported	↓ Delay from handoffs; ↓ missing forms
Fee Billing	Tracked on separate log, manually invoiced	Fees logged with case, auto-exported for billing	↓ Missed charges; batch billing support
Audit Trail / Records	Stored in physical folders or spreadsheets	Secure digital archive with time stamps	✓ Compliance-ready; easy retrieval
Funeral Home Notification	Phone call or fax follow-up	Automatic portal update or email alert	↓ Staff calls; ↑ satisfaction & transparency

Recommendation: Transitioning cremation processes to MDILog reduces manual entry, supports digital approvals, improves billing accuracy, and ensures compliance-readiness for public records requests or audits.

VertiQ vs. MDILog - Summary and Committee Talking Points

Executive Summary

The current case management system, VertiQ, no longer meets the needs of Districts 5 and 24. MDILog is a cloud-based, modern case management system designed for Medical Examiner offices. It reduces manual workload, increases automation, and improves interagency collaboration, compliance, and reporting. A transition is expected to result in efficiency gains across most functions.

Key Workflow Improvements

Workflow Area	VertiQ (Current)	MDILog (Proposed)	Impact
Case Intake	Manual form entry	Smart templates, auto-fill	30-50% workload reduction
Scene Notes	Scanned later	Mobile uploads from field	60-75% time saved
Chain of Custody	Paper tracking	Barcode scanning	90% error risk reduction
Autopsy Reports	Manual drafting	Auto-generated reports	50-70% time saved
Case Routing	Manual coordination	Automated task queues	40-60% admin time saved

Committee Talking Points

- VertiQ is outdated and inefficient for regional ME operations.
- MDILog enables automation, mobile access, and real-time dashboards.
- Benefits include reduced admin load, improved compliance, and faster reporting.
- Staff will require onboarding, but transition stabilizes within 60-90 days.
- Recommend formal approval to explore phased adoption of MDILog.

Marion County
Districts 5 & 24 Medical Examiner Advisory
Committee
Agenda Item

File No.: 2025-20162

Agenda Date: 8/13/2025

Agenda No.: 5.4.

SUBJECT:

Medical Examiner Autopsy Table Update

DESCRIPTION/BACKGROUND:

Staff was advised that there were issues with the autopsy tables in December 2024 by the Medical Examiner's staff. The current tables have non-functional brakes and broken or malfunctioning wheels. In order to be fiscally responsible, the Medical Examiner's staff asked for a technician to see if the tables could be repaired. Once the technician showed up, they found that there were no repairs that could be made to the tables. It was then that the Medical Examiner's staff obtained quotes to replace 12 of the autopsy tables in the amount of \$45,980. Due to the unforeseen circumstances, a budget amendment had to be placed on the next available BCC agenda on March 18, 2025. An update of the budget amendment was made on the May 14, 2025 Medical Examiner Agenda with the presentation of the 2nd Quarter Budget report.

It was verified with the Medical Examiner's staff that the tables were delivered on July 22, 2025. Per Statutes, the old autopsy tables will have to be disposed of by a biomedical waste transport company through the Department of Health, through which the Medical Examiner's staff will have to call to obtain a quote. This may or may not require a future budget amendment (that will show in the quarterly report).

Marion County
Districts 5 & 24 Medical Examiner Advisory
Committee
Agenda Item

File No.: 2025-20164

Agenda Date: 8/13/2025

Agenda No.: 5.5.

SUBJECT:

Medical Examiner FY 24 Coverdell Update

DESCRIPTION/BACKGROUND:

The Medical Examiner was awarded \$2,963.99 in the 2024 Paul Coverdell Grant to purchase a power slide scanner, a bariatric morgue cot and a large storage hard drive. This grant was recognized by a budget amendment on the March 18, 2025 BCC Agenda. The receipts were submitted for this grant and pending funds to be reimbursed to the Medical Examiner's fund.

Marion County
Districts 5 & 24 Medical Examiner Advisory
Committee
Agenda Item

File No.: 2025-20165

Agenda Date: 8/13/2025

Agenda No.: 6.1.

SUBJECT:

MOTION: Medical Examiner Privacy Screens

DESCRIPTION/BACKGROUND:

The Medical Examiner staff advised that they were using homemade metal frames with blue tarps secured by straps as privacy screens. These function as backgrounds for photographing decedents and when contractors or outside personnel are present, so that there isn't unnecessary exposure. They researched and provided one quote of about \$5,400 for two units through vendors, based on what other medical examiner offices were using.

Staff is asking for the Medical Examiner Advisory Committee to approve moving forward with obtaining privacy screens.

Once approved, this may require either more quotes or working with Procurement Services to do a solicitation waiver for this purchase, as well as a budget amendment, based on whether Finance would consider this capital or operating expenses.

Marion County

Districts 5 & 24 Medical Examiner Advisory Committee

Agenda Item

File No.: 2025-20166

Agenda Date: 8/13/2025

Agenda No.: 6.2.

SUBJECT:

MOTION: Medical Examiner FIGG Grant

DESCRIPTION/BACKGROUND:

The Medical Examiner staff applied for and was awarded \$79,992 for the FY 25 Forensic Investigative Genetic Genealogy (FIGG) Grant Program through the Florida Department of Law Enforcement, relating to lab testing, genetic genealogy and law enforcement investigative methods to investigate leads in unsolved violent crimes and identify unidentified human remains (UHR). Funding is available for processing of DNA samples, specific to:

- Analysis of DNA samples collected under applicable legal authority, using forensic investigative genetic genealogy methods for solving violent crimes
- Analysis of DNA samples of unidentified human remains (regardless of manner of death)

This grant program is distributed to government agencies, similar to the Coverdell Grant. It includes an Agreement for State Financial Assistance Between the Florida Department of Law Enforcement and District 5 & 24 Medical Examiner's Office, which will be presented to the BCC on a future agenda to execute as it exceeds the signature ordinance for the County Administrator to sign. Once approved to accept, a budget amendment will be issued to recognize the funds so that Othram can be paid. The invoices and backup documentation then have to be submitted for reimbursement, as the project period is from July 1, 2024 to June 30, 2025.

APPLICATION FOR CASE APPROVAL

FY24-25 FORENSIC INVESTIGATIVE GENETIC GENEALOGY GRANT PROGRAM STATE FINANCIAL ASSISTANCE

AGENCY CONTACT & CASE CRITERIA

Primary Investigating Agency	
Investigating Agency Contact Name & Rank	
Investigating Agency Contact Email & Phone #	
Alternative Investigating Agency Contact Person Information	
Additional Investigating Agency (if applicable) e.g., Medical Examiner's Office, State Attorney's Office, established cold case group	
Cases MUST meet the Terms of Service of both Public Genetic Genealogy Databases that allow Law Enforcement Searching and Use. In short, the case must involve a violent crime against a person and/or unidentified human remains. Please confirm and acknowledge.	<input type="checkbox"/> Yes, Case meets criteria for use of GEDmatch PRO™ Terms of Use GEDmatch PRO™ <input type="checkbox"/> Yes, Case meets criteria for use of FTDNA FamilyTreeDNA - Law Enforcement Guide
For UHR Specimen ONLY – Is the decedent reasonably believed to be the victim of a homicide based on case details, body condition, or other investigative means?	<input type="checkbox"/> Yes <input type="checkbox"/> No Non-homicide cases are eligible. Answer may reveal additional sources of available funding.
Have all leads have been exhausted, and the case is unsolved?	<input type="checkbox"/> Yes <input type="checkbox"/> No, If leads have not been exhausted, explain:

CASE INFORMATION

If you have completed the [Florida Department of Law Enforcement Familial Search Request Form](#) (cjNET), it may be attached to this application and the following table may be left blank.

Investigating Agency Case Number	
Crime Laboratory and Laboratory Case Number	
*STR CODIS Specimen ID	
Date of Offense	
Offense Type (e.g. homicide, sexual assault, N/A for Doe)	
Victim(s) – Name, Gender, DOB (if applicable)	
UHR NamUs UP# (required for UHRs)	
UHR NCIC NIC# (required for UHRs)	

*May be obtained from your crime laboratory. In order to qualify for funding, the profile for the person of interest or UHR must have been uploaded to at least the Florida state level of CODIS. Refer to program overview.

UHR cases with STR profiles uploaded to the National level of CODIS through the University of North TX Center for Human Identification, FBI, or MN Bureau of Criminal Apprehension qualify. Provide the specimen ID or a copy of the lab report.

EVIDENCE / SAMPLE INFORMATION

If you previously had the case or sample reviewed by a qualified vendor or your crime lab, documentation may be appended. You may include reports, assessments, or quotes from the vendor. If not, complete the table below, so the potential for successful SNP testing may be assessed.

Consult your crime laboratory for the following information as needed.

1. Do you have leftover DNA extract available from prior STR testing?	<input type="checkbox"/> Yes (please answer questions a – d) <input type="checkbox"/> No (please skip to question 2)
a. Approximate extract volume (ul), if not dried:	
b. Approximate quantitation value (ng/ul):	
c. Template amount if previously determined (ng):	
d. How is the sample stored?	<input type="checkbox"/> Dried <input type="checkbox"/> Room Temperature <input type="checkbox"/> Refrigerator <input type="checkbox"/> Freezer
2. Is the STR sample result a mixture? (Samples including more than two donors do not qualify)	<input type="checkbox"/> No
	<input type="checkbox"/> Yes; the approximate ratio or % contributions of the donors are (POI:known or Victim):
3. If needed, is a reference sample for the known donor or victim available?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Note that funds may be used for DNA extraction to generate SNP profiles from evidentiary items or remains; however, funding may not be used for examination and extraction for cases that do not yet have a CODIS entry. STR testing must have previously been conducted, or the Investigating Agency may request or pay for STR testing where an applicable means of entry into the Florida DNA Database (State level of CODIS) exists, and request reimbursement for the SNP testing that follows if no CODIS hits are obtained.

CASE SCENARIO + OVERVIEW

Provide a brief description of the crime and how the sample is unequivocally attributable to the putative perpetrator, OR, if the sample is from a UHR, indicate date body found and any special circumstances. Include any distinguishing details or modis operandi, the evidence source and its link to the alleged perpetrator, summary of prior forensic analysis, and case identifiers for any linked cases. For UHRs, include attempts made to ID the individual (including use of fingerprints in NGI, dentals, other).

BUDGET

To support the activities defined in the referenced case, include budget details below.

Please add rows as needed to the table below to itemize item or service being requested utilizing the (+) in the bottom right corner of the table.

CATEGORY	ITEM/SERVICE	DESCRIPTION	REQUESTED FUNDS	FDLE APPROVED FUNDS
				FOR FDLE USE ONLY
Contractual Services			\$	\$
Contractual Services			\$	\$
Contractual Services			\$	\$
Total			\$	\$

RECIPIENT CONTACT INFORMATION

RECIPIENT GRANT MANAGER		RECIPIENT CHIEF OFFICIAL		RECIPIENT CHIEF FINANCIAL OFFICER	
Name:		Name:		Name:	
Title:		Title:		Title:	
Address:		Address:		Address:	
Phone:		Phone:		Phone:	
Email:		Email:		Email:	

AGENCY INFORMATION	
Agency Name:	
FEID/FEIN:	
Remittance Address:	

By signing below, you are indicating that this case is a violent crime against a person and/or a critical public safety concern that is unsolved with all leads (both forensic and investigative) exhausted, and that you are committing to investigate further and prosecute as a result of the search outcome, as appropriate, OR that the case involves identification of a UHR.

_____ Recipient Chief Official Signature (Required for perpetrator and/or UHR homicide victim)	_____ Date	_____ Recipient Chief Official Printed Title and Name
_____ Recipient State Attorney (or ASA) Signature (Required for perpetrator and/or UHR homicide victim)	_____ Date	_____ Recipient State Attorney (or ASA) Printed Title and Name
_____ Recipient Medical Examiner Representative Signature (Required for all UHRs)	_____ Date	_____ Recipient Medical Examiner Representative Printed Title and Name

FOR FDLE USE ONLY

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<https://www.fdle.state.fl.us/FDLE-Grants/Open-Funding-Opportunities/Funding-Opportunities/Genetic-Genealogy/FY24-25-Genetic-Genealogy>

Please complete the [FY24-25 FIGG Application](#) and email to OPBFunding@fdle.state.fl.us.

**Agreement for State Financial Assistance Between
Florida Department of Law Enforcement
and
District 5 & 24 Medical Examiner’s Office**

AWARD AGREEMENT

Award Number: GG011
Project Title: FY24-25 Forensic Investigative Genetic Genealogy Grant Program
Project Period: 07/01/2024 – 6/30/2025
Awarded Funds: \$79,992.00
FLAIR Vendor ID: 26-2305734
CSFA Catalog Number: 71.161

This agreement is entered into by and between the Department of Law Enforcement (herein referred to as “FDLE” or “Department”) and District 5 & 24 Medical Examiner’s Office (herein referred to as “Recipient); and

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, the Department has available funds resulting from SB 678: Forensic Investigative Genetic Genealogy Grant Program, as a non-recurring supplemental appropriation, intended to be provided to the Recipient as reimbursement of eligible costs resulting from allowable activities as defined in the agreement, and

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

NOW THEREFORE, in consideration of the foregoing, the parties agree as follows:

The 2024 Florida Statutes contains the following language and provides information on the legislative intent for the use of these funds:

943.327 Forensic Investigative Genetic Genealogy Grant Program. —

(1) As used in this section, the term “forensic investigative genetic genealogy” means the combined application of laboratory testing, genetic genealogy, and law enforcement investigative methods to develop investigative leads in unsolved violent crimes and provide investigative leads as to the identity of unidentified human remains. Such methods must be in accordance with department rule and compatible with multiple genealogical databases that are available for law enforcement use for the purposes described in this section. For purposes of the grant program created in this section, funding is intended to be used for developing genealogy DNA profiles consisting of 100,000 or more markers.

(2) There is created within the department the Forensic Investigative Genetic Genealogy Grant Program to award grants to statewide and local law enforcement agencies and medical examiner’s offices to support those agencies and offices in the processing of DNA samples as specified under subsection (4).

(3) The department shall annually award to statewide and local law enforcement agencies and medical examiner’s offices any funds specially appropriated for the grant program to cover

expenses related to using forensic investigative genetic genealogy methods to generate investigative leads for criminal investigations of violent crimes and to aid in the identification of unidentified human remains.

- (4) Grants may be used in accordance with department rule for any of the following purposes:
 - (a) The analysis of DNA samples collected under applicable legal authority using forensic investigative genetic genealogy methods for solving violent crimes.*
 - (b) The analysis of DNA samples of unidentified human remains.**
- (5) Each grant recipient shall provide to the executive director a report no later than 1 year after receipt of funding under the grant program. The report must include all of the following:
 - (a) The amount of funding received.*
 - (b) The number and type of cases pursued using forensic investigative genetic genealogy methods.*
 - (c) The type of forensic investigative genetic genealogy methods used, including the name of the laboratory to which such testing was outsourced, if any, and the identity of the entity conducting any genetic genealogical research.*
 - (d) The result of the testing, such as decedent identification, perpetrator identification, or no identification.*
 - (e) The amount of time it took to make an identification or to determine no identification could be made.**
- (6) The department may adopt rules pursuant to ss. 120.536(1) and 120.54 to implement and administer this section and to establish the process for the allocation of grant funds.*

This award is subject to the special conditions outlined in **Appendix A** and all applicable standard conditions in **Appendix D**.

Schedule of Appendices

Appendix A – Special Conditions
Appendix B – Project Deliverables
Appendix C – Approved Budget
Appendix D – Standard Conditions

Scope of Work

Forensic Investigative Genetic Genealogy (FIGG) is the combined application of laboratory testing, genetic genealogy, and law enforcement investigative methods to develop investigative leads in unsolved violent crimes and identify unidentified human remains (UHR). This funding may be used to develop single nucleotide polymorphism (SNP) deoxyribonucleic acid (DNA) profiles eligible for upload to the genealogical databases that permit law enforcement use, as well as for genetic genealogical research. Such methods must be employed in accordance with Department rule.

The Recipient will use these funds to contract with a vendor to assist in the processing of DNA samples as specified below:

- Analysis of DNA samples collected under applicable legal authority, using forensic investigative genetic genealogy methods for solving violent crimes
- Analysis of DNA samples of unidentified human remains (regardless of manner of death)

Funds will be used to support the specific costs outlined in **Appendix C**.

Performance and Financial Reporting

The Recipient shall provide the **Monthly FIGG Grant Program Activity Reimbursement Report (ARR)** to the Department attesting to the progress made towards project deliverables (**Appendix B**) and to the costs incurred during the reporting period. These reports are due no later than 30 days after the end of each reporting period. For example: If the monthly reporting period is October 1-31, the report is due no later than November 30th. Failure to submit reports by the deadline will delay reimbursement of funds.

If a project is not operational within 60 days of the original start date of the award period, the Recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date. If a project is not operational within 90 days of the original start date of the award period, the Recipient must submit a second statement to the Department explaining the implementation delay. Upon receipt of the 90-day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, require additional project documentation and justifications throughout the award period.

Performance Reporting: Tab 1 of the ARR must contain a detailed summary of the activities performed during the reporting period, any barriers or difficulties encountered, planned activities for the next reporting period, and an estimate of total expenditures for the next three months.

Additionally, the Recipient must complete the End of Case Summary form, as soon as practicable upon completion of laboratory testing and investigative genetic genealogy activities funded by the grant and must be completed no later than one year after receipt of funds.

Additional supporting documentation for performance must be maintained by the Recipient and made available upon request for monitoring purposes. Examples of additional supporting documentation include but are not limited to timesheets, case notes, logs, purchase orders, trainings, etc.

Payment Requests: The remaining tabs of the ARR will serve as the Payment Request. Each category that funds are being reimbursed under must contain: a description of the item/service, the quantity and unit cost, the date costs were incurred, the method of payment (check, credit card, EFT, etc.), and the total amount requested for reimbursement. All payment requests will be reviewed by the Department's grant manager and may be audited to the satisfaction of the Department and/or the Florida Department of Financial Services. If no expenses were incurred during the reporting period, only Tab 1 must be completed and submitted by the monthly reporting deadline.

Additional supporting documentation for all funds expended and received under this agreement must be maintained by the Recipient and made available upon request for monitoring purposes. Examples of additional supporting documentation include but are not limited to requisitions, purchase orders, quotes, general ledgers, activity reports, contractual agreements, etc.

Payments

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, availability of funds, and 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, F.S. Expenditures of state financial assistance shall be compliant with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures published by the Florida Department of Financial Services. All expenditures shall be allowable, reasonable, and necessary for the success of the award project. The Department's determination of acceptable expenditures shall be conclusive.

Award funds will be distributed on a cost-reimbursement basis for satisfactory performance of eligible activities. Payments will be processed in conjunction with receipt and review of supporting documentation to determine successful completion of minimum performance deliverables and to verify cost elements as specified in the approved budget (**Appendix C**). All Payment Requests must be certified by the Recipient's

Chief Financial Officer (or financial designee) and include a statement that costs claimed are incurred in accordance with the agreement.

The final Payment Request shall be submitted to the Department no later than **July 31, 2025**. Any payment due under the terms of this agreement may be withheld until all required reports are received, and necessary adjustments have been approved by the Department. Final reconciliation and closeout of the agreement must be completed by both parties within forty-five (45) days of the end of the grant period.

Failure to comply with these provisions shall result in forfeiture of reimbursement and/or a refund of any advanced funding.

Administration

Changes to the following points of contact and chief officials below must be submitted to FDLE Office of Planning and Budgeting in writing.

Recipient Grant Manager

Name: Lindsey Bayer, Chief of Operations
Address: 809 Pine Street
St. Leesburg, FL 34748
Phone: 352-326-5961
Email: lindsey.bayer@marionfl.org

Recipient Chief Official

Name: Lindsey Bayer, Chief of Operations
Address: 809 Pine Street
St. Leesburg, FL 34748
Phone: 352-326-5961
Email: lindsey.bayer@marionfl.org

Recipient Chief Financial Officer

Name: Lindsey Bayer, Chief of Operations
Address: 809 Pine Street
St. Leesburg, FL 34748
Phone: 352-326-5961
Email: lindsey.bayer@marionfl.org

Florida Department of Law Enforcement (FDLE) Grant Manager

Name: Taylor Luttenton
Title: Government Analyst II
Address: P.O. Box 1489
Tallahassee, FL 32302-1489
Phone: 850-410-7007
Email: taylorluttenton@fdle.state.fl.us

Award Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in 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 strikeouts, whiteout, etc. are not permitted.

**Florida Department of Law Enforcement
Office of Planning and Budgeting**

Signature: Jennifer Miller

Typed Name and Title: Jennifer Miller, Bureau Chief

Date: 6/24/2025

**Recipient
District 5 & 24 Medical Examiner's Office**

Signature: [Handwritten Signature]

Typed Name and Title: Lindsey Bayer, Chief of Operations

Date: 06/23/2025

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

Recipient Chief Official Designee (if applicable)

Signature: _____

Typed Name and Title: _____

Date: _____

Additional Recipient Signatures (if applicable)

Signature: _____

Typed Name and Title: _____

Date: _____

Signature: _____

Typed Name and Title: _____

Date: _____

Appendix A - Special Conditions

Award Number: GG011
Recipient: District 5 & 24 Medical Examiner's Office
Project Title: FY24-25 Forensic Investigative Genetic Genealogy Grant Program
Project Period: 07/01/2024 – 6/30/2025

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

S0001 The Recipient must complete the End of Case Summary form, as soon as practicable upon completion of laboratory testing and investigative genetic genealogy activities funded by the grant and must be completed no later than one year after receipt of funds.

Appendix B - Project Deliverables

Award Number: GG011
Recipient: District 5 & 24 Medical Examiner’s Office
Project Title: FY24-25 Forensic Investigative Genetic Genealogy Grant Program
Project Period: 07/01/2024 – 6/30/2025

Total payments for all deliverables will not exceed the maximum grant award amount.

Deliverable 1	Contract with a vendor to provide services that support the Recipient in the processing of DNA samples as described in the Scope of Work.
Minimum Performance Criteria:	Completion of or progress with at least one activity described in the Scope of Work. Documentation includes an attestation of activities or services rendered on the expenditure report.
Financial Consequences:	This is a cost reimbursement deliverable. Only those items purchased and received will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately \$79,992.00.

Appendix C - Budget Details

Award Number: GG011
Recipient: District 5 & 24 Medical Examiner’s Office
Project Title: FY24-25 Forensic Investigative Genetic Genealogy Grant Program
Project Period: 07/01/2024 – 6/30/2025

Budget Category	Total
A. Contracted Services	\$79,992.00
TOTAL	\$79,992.00

Standard Budget Terms

All items, quantities, and/or prices below are estimates based on the information available at the time of application or amendment.

All items purchased with these funds 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 program.

The 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.

Award funds may be used to pay for applicable shipping, freight, and/or installation costs.

The Department’s determination of acceptable expenditures requested for reimbursement shall be conclusive.

Contracted Services

Funds may be used to contract with a vendor to provide services as described in the Scope of Work.

To receive reimbursement for contracted services, the Recipient must provide supporting backup documentation, including but not limited to quotes, procurement documents, purchase orders, original receipts, invoices, canceled checks or EFT records, bank statements, etc. The State Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

A. Contracted Services

- Investigating Agency Case # ending in 0484 as described in the approved Application for Case Approval, Request 3 (UP11351):
 - FGG services not to exceed \$9,999.00.
- Investigating Agency Case # ending in 598-88 as described in the approved Application for Case Approval, Request 6 (UP6295):
 - FGG services not to exceed \$9,999.00.
- Investigating Agency Case # ending in 1784 as described in the approved Application for Case Approval, Request 8 (UP2911):
 - FGG services not to exceed \$9,999.00.

- Investigating Agency Case # ending in 1614 as described in the approved Application for Case Approval, Request 9 (UP6052):
 - FGG services not to exceed \$9,999.00.
- Investigating Agency Case # ending in 0610 as described in the approved Application for Case Approval, Request 10 (UP5606):
 - FGG services not to exceed \$9,999.00.
- Investigating Agency Case # ending in 1268 as described in the approved Application for Case Approval, Request 12 (UP16068):
 - FGG services not to exceed \$9,999.00.
- Investigating Agency Case # ending in 0673 as described in the approved Application for Case Approval, Request 14 (UP5827):
 - FGG services not to exceed \$9,999.00.
- Investigating Agency Case # ending in 1565-92 as described in the approved Application for Case Approval, Request 15 (UP6115):
 - FGG services not to exceed \$9,999.00.

Appendix D - Fiscal Year 2024-2025 State Financial Assistance Standard Conditions

The following terms and conditions will be binding upon approval of the grant award and execution of the contract by both the Recipient and the Department. The Recipient will maintain required registrations and certifications for eligibility under this program.

The Department and the Recipient agree that they do not contemplate the development, transfer or receipt of intellectual property as a part of this agreement.

SECTION I: PROJECT IMPLEMENTATION

Legal Authority: The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind the Recipient to the terms of this agreement.

Not Operational within 60 and 90 Days: If a project is not operational within 60 days of the original start date of the award period, the Recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date. If a project is not operational within 90 days of the original start date of the award period, the Recipient must submit a second statement to the Department explaining the implementation delay. Upon receipt of the 90-day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, require additional project documentation and justifications throughout the award period. The Department will also require the Recipient provide a revised project timeline that includes all anticipated project activities, tasks, and estimated completion date(s).

SECTION II: PAYMENTS

Obligation to Pay: The State of Florida's obligation to pay under this agreement is contingent upon an appropriation by the Legislature.

Overpayments: Any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Department. Any balance of unobligated cash that has been paid and has not been authorized to be retained for direct program costs in a subsequent period must be refunded to the Department.

Advance Funding: Advance funding may be provided to a subrecipient upon completion and submission of a Cash Advance Request form to the Department. The request must be signed by the Chief Financial Officer or the Chief Financial Officer designee. Advance funding should be requested only when the Recipient/Subrecipient has an imminent and specific need to expend project funds. Cash advances must be spent on project costs within 30 days of receipt. Should extenuating circumstances arise which prevent the expenditure of advance funds within 30 days of receipt, a written request to retain the funds must be provided by the recipient and approved by the Department. An expenditure claim for advance funding must be submitted to the Department within 45 days of advance funding receipt.

SECTION III: PROJECT AND GRANT MANAGEMENT

Personnel Changes: The Recipient must notify the FDLE grant manager of any change in the Chief Officials or Project Director or any change in contact information, including mailing address, phone number, email, or title change.

Obligation of Grant Funds: Grant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the Recipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the grant period of performance.

Financial Management: The Recipient must have a financial management system able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system must be able to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients. The Recipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices. Recipient must have written procedures for procurement transactions.

Travel: Cost for travel shall be reimbursed at the Recipient's travel rate, but the maximum reimbursement for each type of travel cost shall not exceed rates established in State of Florida Travel Guidelines, §112.061, F.S.

Subcontracts: Recipient agrees that all employees, subcontractors, or agents performing work under the agreement shall be properly trained individuals who meet or exceed any specified training qualifications. Recipient agrees to be responsible for all work performance and all expenses incurred in fulfilling the obligations of this agreement and will not assign the responsibility for this agreement to another party. If the Recipient subcontracts any or all of the work required under this agreement, the Recipient must provide a completed DFS-A2-NS (Recipient-Subrecipient vs. Vendor Determination) form and a copy of the executed subcontract within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this agreement, to the extent allowed and required by law.

Grant Adjustments: Recipient must submit a Request for Grant Adjustment to the FDLE grant manager for substantive changes such as: scope modifications, changes to project activities, target populations, service providers, implementation schedules, project director, designs or research plans set forth in the approved agreement, and for any budget changes affecting a cost category that was not included in the original budget. Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval, as long as the funds are transferred to an existing line item. Adjustments are required when there will be a transfer of 10% or more of the total budget between budget categories. Under no circumstances can transfers of funds increase the total award. Requests for changes to the grant agreement must be signed by the Recipient or Implementing Agency's chief official or the chief official's designee. All requests for changes must be submitted no later than thirty (30) days prior to grant expiration date.

Property Management: The Recipient shall establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement.

SECTION IV: MANDATORY DISCLOSURES

Conflict of Interest: The Recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to the Department.

Violations of Criminal Law: The Recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the grant award.

Convicted Vendors: The Recipient shall disclose to the Department if it, or any of its affiliates, as defined in §287.133(1)(a) F.S., is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any activities listed in the agreement for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Vendors on Scrutinized Companies Lists: If this agreement is in the amount of \$1 million or more, Recipient certifies upon executing this agreement, that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, F.S., or engaged in business operations in Cuba or Syria. In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

Discriminatory Vendors: The Recipient shall disclose to the Department if it or any of its affiliates, as defined by §287.134(1)(a), F.S. appears on the discriminatory vendors list. An entity or affiliate placed on the discriminatory vendor list pursuant to §287.134, F.S. may not a) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; b) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; c) submit bids, proposals, or replies on leases of real property to a public entity; d) be awarded or perform work as a contractor, subcontractor, Recipient, supplier, subrecipient, or consultant under a contract or agreement with any public entity; or e) transact business with any public entity.

Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct: The Recipient must promptly refer to the Department of Law Enforcement, Office of Planning and Budgeting any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a claim for grant funds that violates 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.

Non-Disclosure Agreements: Restrictions and certifications regarding non-disclosure agreements and related matters Recipients or contracts/subcontracts under this award may 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 informed or notified of any subrecipient, or contractor/subcontractor 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 from the Department.

SECTION V: COMPLIANCE WITH STATUTES, RULES, AND REGULATIONS

In performing its obligations under this agreement, the Recipient shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this agreement as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this agreement. The following are examples of rules and regulations that govern Recipient's performance under this agreement.

Lobbying Prohibited: The Recipient shall comply with the provisions of 11.062 and 216.347, F.S., which prohibit the expenditure of funds for the purpose of lobbying the Legislature, judicial branch, or a State agency. No funds or other resources received from the Department 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.

State of Florida E.O. 20-44: Public-Private Partnerships: Any entity named in statute with which the agency must form a sole-source, public-private agreement; and any nongovernmental Recipient receiving 50% or more of their annual budget from any combination of state or federal funding must submit an annual report to the Office of Planning and Budgeting. The report must include the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. In addition, the Recipient must agree through appropriate contract or grant agreement amendment to inform the agency of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Recipient.

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 employee (or applicant for employment) in the performance of this agreement because of race, color, religion, sex, national origin, disability, age, or marital status. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

E-Verify: The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract. Pursuant to F.S. 448.095, the Contracting Party and any subcontractors are required to register with and use the E-Verify system operated by the U.S. Department of Homeland Security beginning on January 1, 2021. The Contracting Party and any subcontractors are prohibited from entering into contracts with one another unless all parties register and use the E-Verify system. Subcontractors who enter into contracts with the Contracting Party are required to provide a certification that the subcontractor does not employ or use unauthorized aliens as defined in the statute, a copy of which the Contracting Party must maintain. The Contracting Party and any subcontractors are required to terminate a contract if a party has a good faith belief that another party is in violation of F.S. 448.09(1), prohibiting the employment of unauthorized aliens. If a public employer has a good faith belief that the subcontractor has violated these requirements, but that the Contracting Party has otherwise complied, the public employer must notify the Contracting Party to terminate its contract with the subcontractor. A party may challenge a contract termination in accordance with these requirements. A penalized Contractor is prohibited from obtaining another contract with a public employer for at least one year.

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 the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks 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.

Public Records: As required by 287.058(1)(c), F.S., the Recipient shall allow public access to all documents, papers, letters, or other public records as defined in 119.011(12), F.S. as prescribed by 119.07(1) F.S., made or received by the Recipient in conjunction with this agreement, except public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Recipient's failure to comply with this provision shall constitute an immediate breach of contract, for which the Department may unilaterally terminate this agreement.

Independent Contractor, Subcontracting and Assignments: In performing its obligations under this agreement, the Recipient shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. 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.

Timely Payment of Subcontractors: To the extent that a subcontract provides for payment after Recipient's receipt of payment from the Department, the Recipient shall make payments to any subcontractor within 7 working days after receipt of full or partial payments from the Department in accordance with §287.0585, F.S., unless otherwise stated in the agreement between the Recipient and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Recipient and paid by the Recipient to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

Notice of Legal Actions: The Recipient shall notify the Department of potential or actual legal actions taken against the Recipient related to services provided through this agreement or that may impact the Recipient's ability to complete the deliverables outlined herein, or that may adversely impact the Department. The Department's Grant Manager will be notified within 10 days of Recipient becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

Property: In accordance with 287.05805, F.S., any State funds provided for the purchase of or improvements to real property are contingent upon the Recipient granting to the State a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

SECTION VI: RECORDS, AUDITS, AND INFORMATION SECURITY

Records Retention: Retention of all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement shall be maintained by the Recipient during the term of this agreement and retained for a period of five (5) years after completion of the agreement or longer when required by law. In the event an audit is required under this agreement, records shall be retained for a minimum period of five years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this agreement, at no additional cost to the Department. Upon demand, at no additional cost to the Department, the Recipient will facilitate the duplication and transfer of any records or documents during the term of this agreement and the required five (5) year retention period. No record may be withheld, nor may the Recipient attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record. These records shall be made available at all reasonable times for inspection, review, copying, or audit by State, or other personnel duly authorized by the Department.

Records Inspection: Pursuant to Section 216.1366, F.S., in order to preserve the interest of the state in the prudent expenditure of state funds, the Department shall be authorized to inspect the (a) Financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds, and (b) Programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

Monitoring: The Recipient agrees to comply with the Department's grant monitoring guidelines, protocols, and procedures; and to cooperate with the Department on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, site visits, and/or Florida Department of Financial Services contract reviews and Expanded Audits of Payment (EAP). The Recipient agrees to provide the Department all documentation necessary to complete monitoring of the award and verify expenditures in accordance with 215.971, F.S. Further, the Recipient agrees to abide by reasonable deadlines set by the Department for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the Recipient's award, including, but not limited to: withholding and/or other restrictions on the Recipient's access to funds, and/or referral to the Office of the Inspector General for audit review.

Florida Single Audit Act (FSAA): The Recipient shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (§20.055, F.S.). 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, the Recipient must have a single audit or project-specific audit in accordance with §215.97, F.S., §218.39, F.S., and the applicable rules of the Department of Financial Services and the Auditor General. 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 of Law Enforcement, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The schedule of expenditures should disclose the expenditures by contract/agreement number for each contract with the Department in effect during the audit period. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number. If the Recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of 215.97, F.S., is not required. In the event that 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 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Pursuant to 215.97(8), F.S., state agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with §215.97, F.S. In such an event, the state

awarding agency must arrange for funding the full cost of such additional audits. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within nine (9) months after the end of the Recipient's fiscal year or within 30 days of the Recipient's receipt of the audit report, whichever occurs first, unless otherwise required by Florida Statutes. Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Law Enforcement:
Florida Department of Law Enforcement
Office of Planning and Budgeting
ATTN: State Financial Assistance
Post Office Box 1489 Tallahassee, Florida 32302-1489

The Auditor General's Office at:
Auditor General's Office, Room 401
Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

Criminal Justice Information Data Security: Acceptance of this award, constitutes understanding that transmission of Criminal Justice Information (CJI) between locations must be encrypted to conform to the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy.

Recipient's Confidential and Exempt Information: By executing this agreement, the Recipient acknowledges that any information not marked as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to 215.985, F.S. The Recipient agrees that, upon written request of the Department, it shall promptly provide to the Department a written statement of the basis for the exemption applicable to each provision identified by the Recipient as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential. Any claim by Recipient of trade secret (proprietary) confidentiality for any information contained in Recipient's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted to the Department in connection with this agreement cannot be waived, unless the claimed confidential information is submitted in accordance with the following two paragraphs.

The Recipient must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Recipient shall include information correlating the nature of the claims to the particular protected information.

The Department, when required to comply with a public records request including documents submitted by the Recipient, may require the Recipient to expeditiously submit redacted copies of documents marked as trade secret in accordance with this section. Accompanying the submission shall be an updated version of the justification, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Recipient fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

SECTION VII: PENALTIES, TERMINATION, DISPUTE RESOLUTION, AND LIABILITY

Financial Penalties for Failure to Take Corrective Action: Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this agreement. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

Termination: The Department reserves the right to unilaterally cancel this agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this agreement, unless the records are exempt pursuant to Article I, Section 24(a), of the Florida Constitution and §119.07(1), F.S. The Department shall be the final authority as to the appropriation, availability and adequacy of funds. In the event the Recipient fails to fully comply with the terms and conditions of this agreement, the Department may terminate the agreement upon written notice. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Recipient's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the agreement. The Department's failure to demand performance of any provision of this agreement shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this agreement. The provisions herein do not limit the Department's right to remedies at law or in equity. The validity of this agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this agreement, in any subsequent submission or response to Department request, or in any submission or response to fulfill the requirements of this agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this agreement and the release of the Department from all its obligations to the Recipient. This agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this agreement. No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this agreement shall survive the terms and life of this agreement as a whole. The agreement may be executed in any number of counterparts, any one of which may be taken as an original. In the event of termination, the Recipient will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

Disputes and Appeals: The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The Recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the Recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The Recipient's right to appeal the Department's decision is contained in Chapter 120, F.S., and in procedures set forth in Fla. Admin. Code R.28-106.104. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S. After receipt of a petition for alternative dispute resolution the Department and the Recipient shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Recipient concerning this agreement.

Liability: Unless the Recipient is a state agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department but is an independent contractor. Nothing herein shall be construed as consent by a state agency of the State of Florida to be sued by third parties in any matter arising out of any contract. Nothing shall be construed affect in any way the Recipient rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in 768.28, F.S.