VILLAGE OF KEY BISCAYNE

Village Council
Joe I. Rasco, Mayor
Oscar Sardinas, Vice Mayor
Michael F. Bracken
Franklin H. Caplan
Edward London
Nancy Stoner
Fernando A. Vazquez

REGULAR COUNCIL MEETING

TUESDAY, DECEMBER 16, 2025
5:30 PM

1. CALL TO ORDER/ROLL CALL OF MEMBERS

2. PLEDGE OF ALLEGIANCE

3. INVOCATION
GIVEN BY CROSSBRIDGE CHURCH

4. BRIEF COMMENTS BY COUNCIL

5. PUBLIC COMMENTS:
If you would like to speak during public comments, please fill out a blue request form available at the Council Chamber entrance and submit it to the Village Clerk prior to the start of the meeting. When your name is called, please come forward to the podium and state your name and address. (If applicable, please state if you are a hired consultant or Village employee and/or engaged in lobbying activities and/or representing an organization.) Unless otherwise provided by Council, members of the public will have three (3) minutes to speak.

6. AGENDA:
APPROVAL/DEFERRALS/ADDITIONS/DELETIONS/SUBSTITUTIONS/WITHDRAWALS

7. SPECIAL PRESENTATIONS:

7.A. EMPLOYEE OF THE YEAR PRESENTATION (VILLAGE MANAGER)

TAB 1

7.B. ADVISORY BOARD ANNUAL REPORT PRESENTATIONS (VILLAGE COUNCIL)

8. CONSENT AGENDA:

(Consent agenda items are those which are routine, do not require discussion or explanation prior to Village Council action, or have already been discussed and/or explained and do not require further discussion or explanation. Items can be removed from the consent agenda by the request on an individual Councilmember for independent consideration provided such request is made during the approval/deferrals/additions/deletions/substitutions/withdrawals segment of the meeting, prior to the vote on the consent agenda.)

8.A. AUGUST 19, 2025 MINUTES
(REGULAR COUNCIL MEETING)

TAB 2

8.B.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **APPROVING A SUBAWARD AGREEMENT WITH THE MIAMI-DADE SHERIFF'S OFFICE RELATING TO OPERATION STONEGARDEN**; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE. (CHIEF OF POLICE FRANCIS J. SOUSA)

RECOMMENDATION: APPROVAL

TAB 3

8.C. A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **APPROVING AND ACCEPTING A DRAINAGE AND USE EASEMENT AGREEMENT WITH KEY BISCAYNE REAL PROPERTIES, LLC RELATING TO THE PROPERTY LOCATED AT 398 HARBOR DRIVE;** PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. (PUBLIC WORKS DIRECTOR CHRIS MIRANDA)

RECOMMENDATION: APPROVAL

TAB 4

9. ORDINANCES: (NOT LATER THAN 8:00 P.M.)

9.A. AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **AMENDING SECTION 2-82, "PURCHASING LIMITATIONS; COMPETITIVE BIDDING," OF CHAPTER 2 OF THE VILLAGE CODE OF ORDINANCES RELATING TO COMPETITIVE BIDDING THRESHOLDS;** PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. (CHIEF FINANCIAL OFFICER BENJAMIN NUSSBAUM)
FIRST READING

RECOMMENDATION: APPROVAL

TAB 5

10. RESOLUTIONS:

10.A. A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **AUTHORIZING THE VILLAGE MANAGER TO APPLY FOR A FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TRANSPORTATION ALTERNATIVES SET-ASIDE PROGRAM GRANT FOR THE FERNWOOD DRIVE IMPROVEMENTS PROJECT**; AND PROVIDING FOR AN EFFECTIVE DATE. (CIP AND GRANTS MANAGER COLLEEN DURFEE)

RECOMMENDATION: APPROVAL

TAB 6

10.B. A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **APPROVING THE PURCHASE OF MICROSOFT LICENSES AND SUPPORT SERVICES IN AN AMOUNT NOT TO EXCEED $81,750.24**; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. (MIS MANAGER ALEX GONZALEZ & CHIEF OF POLICE FRANCIS J. SOUSA)

RECOMMENDATION: APPROVAL

TAB 7

11. REPORTS AND RECOMMENDATIONS:

A. VILLAGE MANAGER: (NOT LATER THAN 8:00 P.M.)

MANAGER'S REPORT

TAB 8

1. CONTEST RESULTS AND RECOMMENDATION FOR NAMING OF THEATER (COMMUNITY ENGAGEMENT AND COMMUNICATIONS MANAGER JESSICA DROUET)

2. ANALYSIS OF PROPERTY TAX STATE PROPOSALS (CHIEF FINANCIAL OFFICER BENJAMIN NUSSBAUM)

3. ARTIFICIAL INTELLIGENCE (AI) OPPORTUNITIES & IMPLEMENTATION PLAN (CHIEF FINANCIAL OFFICER BENJAMIN NUSSBAUM)

4. CODE COMPLIANCE STATS (BUILDING, ZONING, AND PLANNING DIRECTOR

JEREMY CALLEROS GAUGER)

5. BUILDING DEPARTMENT STATS (BUILDING, ZONING, AND PLANNING DIRECTOR JEREMY CALLEROS GAUGER)

6. HARBOR DRIVE PAVING PROJECT TIMELINE (PUBLIC WORKS DIRECTOR CHRIS MIRANDA)

7. SWALE MANAGEMENT AND SIGHT LINES (BUILDING, ZONING, AND PLANNING DIRECTOR JEREMY CALLEROS GAUGER AND PUBLIC WORKS DIRECTOR CHRIS MIRANDA)

8. CIP FY26 MONTHLY REPORT (CIP AND GRANTS MANAGER COLLEEN DURFEE)

9. QUARTERLY BUDGET REPORT (CHIEF FINANCIAL OFFICER BENJAMIN NUSSBAUM)

10. JANUARY WORKING COUNCIL AGENDA (VILLAGE MANAGER)

12. B. MAYOR AND COUNCILMEMBERS

12.A. REQUEST A DISCUSSION ON THE FY26 CAPITAL PLAN'S INFRASTRUCTURE PROJECTS-COVERING MAJOR REPAIRS, REHABILITATION, RENOVATIONS, AND NEW ASSEST CONSTRUCTION - TO REVIEW ALIGNMENT WITH STRATEGIC GOALS AND FOCUS AREAS, AND TO CLARIFY EACH PROJECT'S INTENT, SCOPE, COST, TIMELINE, AND KEY DEPENDENCIES (COUNCILMEMBER BRACKEN)

12.B. EDUCATION ADVISORY BOARD APPOINTMENT (MAYOR RASCO)

12.C. TIMELINE FROM ADMINISTRATION FOR HARBOR DRIVE PAVING PROJECT (MAYOR RASCO)

C. VILLAGE ATTORNEY

13. D. VILLAGE CLERK

13.A. PROPOSED 2026 VILLAGE COUNCIL MEETING SCHEDULE

TAB 9

14. OTHER BUSINESS/GENERAL DISCUSSION

15. SCHEDULE OF FUTURE MEETINGS/EVENTS:

COUNCIL WORKSHOP: ZONE 1 ALTERNATIVE ANALYSIS & PLAN DELIVERABLE #1
THURSDAY, JANUARY 8, 2026, 6:00 P.M., COUNCIL CHAMBER

COUNCIL WORKSHOP: UNDERGROUNDING: FULL VS. HYBRID MODEL COMPARISON
THURSDAY, JANUARY 22, 2026, 6:00 P.M., COUNCIL CHAMBER

SWALE WORKSHOP
WEDNESDAY, FEBRUARY 25, 2026, 6:00 P.M., COUNCIL CHAMBER

16. ADJOURNMENT

I. ANY PERSON WISHING TO ADDRESS THE VILLAGE COUNCIL ON AN ITEM ON THIS AGENDA IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. PRIOR TO MAKING A STATEMENT, PLEASE STATE YOUR NAME AND ADDRESS FOR THE RECORD.

II. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS WHO ARE DISABLED AND WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS PROCEEDING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK, 88 WEST MCINTYRE STREET, KEY BISCAYNE, FLORIDA 33149, TELEPHONE NUMBER (305) 365-5506, NOT LATER THAN TWO BUSINESS DAYS PRIOR TO SUCH PROCEEDINGS.

III. IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE VILLAGE COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT A MEETING OR HEARING, THAT PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND, FOR SUCH PURPOSE, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED (F.S.286.0105).

IV. IN ACCORDANCE WITH VILLAGE CODE SECTION 2-161, ADOPTING SECTION 2-11.1(s) OF THE MIAMI-DADE COUNTY CODE, ANY PERSON ENGAGING IN LOBBYING ACTIVITIES, AS DEFINED THEREIN, MUST REGISTER AT THE VILLAGE CLERK'S OFFICE BEFORE ADDRESSING THE COUNCIL ON THE ABOVE MATTERS OR ENGAGING IN LOBBYING ACTIVITIES.

THE ABOVE MEETINGS ARE HELD IN THE COUNCIL CHAMBER, 560 CRANDON BOULEVARD AND ARE SUBJECT TO CHANGE. ZONING MEETINGS AND SPECIAL COUNCIL MEETINGS WILL BE SCHEDULED ON AN AS NEEDED BASIS. PLEASE VISIT www.keybiscayne.fl.gov TO VIEW THE MEETING SCHEDULE.

VILLAGE OF KEY BISCAYNE

Village Council
Joe I. Rasco, *Mayor*
Oscar Sardiñas, *Vice Mayor*
Michael F. Bracken
Franklin H. Caplan
Edward London
Nancy Stoner
Fernando A. Vazquez

Village Manager
Steven C. Williamson

STAFF MEMORANDUM

DATE: December 9, 2025

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Employee Recognition

COMMENDATION

During the Village's annual Thanksgiving Luncheon and Employee Recognition Ceremony, the Village Manager recognized the following staff members as the Employee of the Year for their respective departments:

Full-Time
Alex Gonzalex – Management Information Systems Manager – Administration
Shirley Cabrera – Senior Front Desk Attendant – Parks Recreation and Open Spaces
Mariana Dominguez – Executive Assistant - Building Zoning and Planning
Carlos Sanchez – Superintendent – Public Works
Daniel Canto – Captain – Fire
Martin Santiago – Lieutenant – Police (Officer)
Daynara Llompart – Administrative Services Coordinator – Police (Civilian)

Part-Time
Judy Shostak – Front Desk Attendant

Manager's Recognition
Alex Gonzalez – Management Information Systems Manager – Administration

BACKGROUND

The Village of Key Biscayne appreciates the efforts of its staff to achieve Village goals and fulfill its vision statement (An elevated island paradise that enjoys a safe, thriving, and vibrant Village lifestyle). Outstanding staff deserve to be recognized, both as a reward for exceptional performance, and as a model for other staff members. The Employee of the Year award offers the Village an opportunity to offer special recognition to exemplary staff members for their extraordinary dedication to the success of the Village.

Prepared by: Juan C. Gutierrez, Director of Human Resources and Risk Management

MINUTES

REGULAR COUNCIL MEETING
KEY BISCAYNE, FLORIDA

TUESDAY, AUGUST 19, 2025

COUNCIL CHAMBER
560 CRANDON BOULEVARD

1. **CALL TO ORDER/ROLL CALL OF MEMBERS:** The meeting was called to order by the Mayor at 6:35 p.m. Present were Councilmembers Michael F. Bracken, Franklin H. Caplan, Edward London, Nancy Stoner, Fernando A. Vazquez, Vice Mayor Oscar Sardiñas, and Mayor Joe I. Rasco. Also present were Village Manager Steven C. Williamson, Village Clerk Jocelyn B. Koch, and Village Attorney Chad Friedman.

2. **PLEDGE OF ALLEGIANCE:** Vice Mayor Oscar Sardiñas led the Pledge of Allegiance.

3. **INVOCATION:** Rabbi Avremel Caroline with Chabad of Key Biscayne gave an invocation.

4. **BRIEF COMMENTS BY COUNCIL:** Councilmember Caplan addressed the Police Department regarding the left-hand turn signal at Brickell and Rickenbacker Causeway as being too short and if anything can be done about it.

5. **PUBLIC COMMENTS:** The following persons addressed the Council: Ann Taintor, 170 Ocean Lane Drive; Leni Weber, 101 Ocean Lane Drive; Mary Tague, 610 North Mashta Drive; Jane Torres, 600 Grapetree Drive; Onofre Torres, 600 Grapetree Drive; Terry Gellin, 607 Ocean Drive, Louisa Conway, 151 Crandon Boulevard; Thomas Weber, 101 Ocean Lane Drive; Alexandra Andrews, 110 Buttonwood Road; Marcelo Radice, 70 Bay Heights Drive, Miami; Alex del Cueto, 300 Galen Drive; Luis de la Cruz, 640 Allendale Road; Matthew Goldinoff, 125 Jefferson Avenue, Miami Beach; Steve Simon, 335 Harbor Lane; Charles Collins, 1121 Crandon Boulevard; Cecile Sanchez, 260 Cypress Drive; Brett Moss, 152 West Mashta Drive, and Patricia Romano, 361 Beechwood Drive.

At this time a special recognition was given to the following Key Biscayne members of the Miami Rowing Club: Gabriele Mendoza, Arthur Frank Leal, and Stefano Pontonio for their accomplishments in the recently held 2025 U.S. Rowing Southeast Youth Championships.

At this time a special presentation was given by the Disability Advisory Board. Mayor Rasco addressed the board regarding the above presentation.

6. **AGENDA:** Councilmember Stoner made a motion requesting the deferral of Items 9B, 9D, 10B, 10C, 10D, and possibly the consent agenda. There was discussion from Council and the Manager regarding the above motion and that some of the items are time sensitive. Vice Mayor Sardiñas made an amending motion to defer Item 9D only. Councilmember Stoner accepted the amendment to the motion. The motion, as amended, was seconded by Vice Mayor Sardiñas and approved by a 7-0 voice vote. The vote was as follows: Councilmembers Bracken, Caplan, London, Stoner, Vazquez, Vice Mayor Sardiñas, and Mayor Rasco voting Yes.

Councilmember Vazquez made a motion requesting the deferral of Item 10E. The motion died for lack of a second.

Councilmember London made a motion to hear Item 11B8 along with Items 10E and 10F. The motion was seconded by Vice Mayor Sardiñas. Councilmember Bracken made an amending motion to hear Item 10F before Item 10E. Councilmember London and Vice Mayor Sardiñas accepted the amendment to the motion. It was the consensus of Council to approve the motion, as amended.

There was discussion from Council, the Attorney, and the Manager regarding Items 11B5 and 12A.

It was the consensus of Council to change the October 15th, 2025 Regular Council Meeting date to October 14th, 2025.

It was the consensus of Council to defer Item 12A to a date certain of October 14th, 2025.

It was the consensus of Council to confirm the agenda changes, as amended. Councilmember Vazquez objected to the agenda changes.

At this time the Clerk read the following ordinance on second reading, by title:

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING ORDINANCE NO. 2024-16 WHICH ADOPTED THE BUDGET FOR FISCAL YEAR 2024-2025 BY REVISING THE 2024-2025 FISCAL YEAR BUDGET (BUDGET AMENDMENT NO. 2); PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Councilmember Caplan made a motion to adopt the ordinance on second reading. The motion was seconded by Councilmember Stoner.

The Manager and Chief Financial Officer Benjamin Nussbaum addressed the Council regarding the above item.

Miami-Dade County Commissioner Raquel Regalado addressed the Council giving a presentation regarding the above item and reported on meeting with FDOT regarding the Bear Cut Bridge and Rickenbacker Causeway. Miami-Dade County's Department of Transportation and Public Works does not have a long-term plan for the Rickenbacker Causeway, only a short-term fix. There is a proposed increase in tolls to pay down the existing debt from the William Powell Bridge. The SunPass rate will go from $2.25 to $3.25 and the toll by plate will go from $3.00 to $6.50. The annual resident rate will go from $24.00 to $72.00 and the school rate will go from $60 to $120. Commissioner Regalado further presented a task description to Council.

There was discussion from Council, Commissioner Regalado, and the Manager regarding the above item and the Bear Cut Bridge PD&E.

> The Mayor opened the public hearing. Mayra Lindsay, 365 Westwood Drive and Fausto Gomez, 765 Crandon Boulevard addressed the Council. The Mayor closed the public hearing.

Friends of the Underline Chief Executive Officer Eulois Cleckley addressed the Council regarding the Underline Project.

There was discussion from Council, the Attorney, CFO Nussbaum, Mr. Gomez, Ms. Lindsay, Commissioner Regalado, and the Manager regarding the above item.

Councilmember Stoner made a motion to go straight to the vote of this item. The motion was seconded by Vice Mayor Sardiñas. It was the consensus of Council to approve this motion.

The ordinance was adopted on second reading by a 7-0 roll call vote. The vote was as follows: Councilmembers Bracken, Caplan, London, Stoner, Vazquez, Vice Mayor Sardiñas, and Mayor Rasco voting Yes.

7. **SPECIAL PRESENTATIONS:** This item was presented earlier in the evening.

8. **CONSENT AGENDA:** Councilmember Caplan made a motion to approve the following consent agenda. The motion was seconded by Vice Mayor Sardiñas and approved by a 7-0 voice vote. The vote was as follows: Councilmembers Bracken, Caplan, London, Stoner, Vazquez, Vice Mayor Sardiñas, and Mayor Rasco voting Yes.

The minutes of the June 10, 2025, Regular Council Meeting.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, ACCEPTING A FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) PUBLIC TRANSIT SERVICE DEVELOPMENT PROGRAM GRANT IN THE AMOUNT OF $203,083 RELATING TO THE VILLAGE'S ON-DEMAND TRANSIT SERVICE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, ACCEPTING A BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM GRANT FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FOR THE KEY BISCAYNE BEACH NOURISHMENT PROJECT IN THE AMOUNT OF $91,460 AND APPROVING AN AGREEMENT RELATED TO THE SAME; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING KCI TECHNOLOGIES, INC., COLLIERS ENGINEERING & DESIGN, INC., AND LONGITUDE SURVEYORS, LLC PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 2025-11 FOR CONTINUING GEOTECHNICAL & SURVEYING SERVICES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING CON-MECH INC. FOR HVAC REPLACEMENT, REPAIR, AND MAINTENANCE SERVICES PURSUANT TO INVITATION TO BID (ITB) NO. 2025-05; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING BELLTOWER CONSULTING GROUP, LLC FOR GRANT ADMINISTRATION SUPPORT SERVICES PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 2025-01 IN AN AMOUNT NOT TO EXCEED $49,500 ANNUALLY; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING REFLECTIONS PRODUCTIONS, INC., THE GERSIL GROUP INC. D/B/A SIGNATURE PRODUCTION SERVICES, AND EVENT FACTOR, INC. FOR SOUND, STAGE, LIGHTING, AND EQUIPMENT RENTAL SERVICES ON AN AS-NEEDED BASIS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING IGGY TRAP OF FLORIDA, LLC FOR IGUANA PEST CONTROL SERVICES IN AN AMOUNT NOT TO EXCEED $65,000 ANNUALLY; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING ISLAND PARTY PLACE LLC AND MEGA PARTY EVENTS INC. FOR SPECIAL EVENTS RENTAL SUPPLIES SERVICES ON AN AS-NEEDED BASIS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING BRAXUS INDUSTRIES LLC D/B/A EVENT MAX AND MEGA PARTY EVENTS INC. FOR MECHANICAL RIDES, INFLATABLES, AND ENTERTAINMENT SERVICES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

9. **ORDINANCES:** The Clerk read the following ordinance on first reading, by title:

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING ARTICLE V, CHAPTER 26, "ELECTRIC BICYCLES, MOTORIZED SCOOTERS, AND OTHER MOTORIZED MOBILITY DEVICES" OF THE VILLAGE CODE OF ORDINANCES RELATING TO THE OPERATION OF ELECTRIC BICYCLES, MOTORIZED SCOOTERS, AND OTHER MOTORIZED MOBILITY DEVICES WITHIN THE VILLAGE; RENAMING OF THE ARTICLE TO "MICROMOBILITY DEVICES" AND PROVIDING FOR THE PROHIBITION AND REGULATION OF SUCH DEVICES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR VILLAGE MANAGER REVIEW AND RECOMMENDATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Councilmember Caplan made a motion to approve the ordinance on first reading. The motion was seconded by Vice Mayor Sardiñas.

Chief of Police Francis J. Sousa addressed the Council regarding the above item, Class 1 electric device distinctions, and working with Representative Vicki Lopez.

There was extensive discussion from Council, the Manager, Chief Sousa, and the Attorney regarding the above item, a possible sunset provision, motorcycles, pedal assists for seniors, golf carts, and training.

Councilmember Stoner made a motion to amend Section 6 to add a one-year sunset provision. The motion was seconded by Mayor Rasco and approved by a 6-1 voice vote. The vote was as follows: Councilmembers Bracken, Caplan, London, Stoner, Vice Mayor Sardiñas, and Mayor Rasco voting Yes. Councilmember Vazquez voting No.

There was additional discussion from Council regarding age limits and the Ask Club.

The ordinance, as amended, failed on first reading by a 3-4 roll call vote. The vote was as follows: Councilmember London, Vice Mayor Sardiñas, and Mayor Rasco voting Yes. Councilmembers Bracken, Caplan, Stoner, Vazquez voting No.

At this time the Clerk read the following resolution by title:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING THE MAXIMUM RATE FOR THE STORMWATER UTILITY

FEE RELATING TO THE STORMWATER MANAGEMENT SYSTEM; PROVIDING FOR AUTHORITY, PURPOSE, AND DEFINITIONS; CONFIRMING THE INITIAL RATE RESOLUTION; PROVIDING FOR EQUALIZATION, FILING, AND LIEN ON PROPERTIES TO BE ASSESSED; PROVIDING FOR EFFECT OF ADOPTION OF FINAL ASSESSMENT RESOLUTION; PROVIDING FOR FILING; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Councilmember Caplan made a motion to approve the resolution. The motion was seconded by Vice Mayor Sardiñas.

CFO Nussbaum addressed the Council regarding setting a maximum stormwater rate.

There was discussion from Council, CFO Nussbaum, CIP and Grants Manager Colleen Durfee, and the Manager regarding the above item.

> The Mayor opened the public hearing. There were no residents that addressed the Council. The Mayor closed the public hearing.

The resolution was approved by a 6-1 voice vote. The vote was as follows: Councilmembers Bracken, Caplan, Stoner, Vazquez, Vice Mayor Sardiñas, and Mayor Rasco voting Yes. Councilmember London voting No.

The Clerk read the following ordinance on first reading, by title:

A CAPITAL PROJECT AUTHORIZING ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING THE PURCHASE OF MOTOROLA POLICE RADIOS, APX DISPATCH CONSOLETTES, AND RELATED SERVICES FROM MOTOROLA SOLUTIONS, INC. IN AN AMOUNT NOT TO EXCEED $556,051.92; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Councilmember London made a motion to approve the ordinance on first reading. The motion was seconded by Councilmember Vazquez.

Chief Sousa addressed the Council regarding the above item.

There was discussion from Council, the Attorney, and the Manager regarding the above item.

The ordinance was approved on first reading by a 6-0 roll call vote. The vote was as follows: Councilmembers Bracken, Caplan, London, Stoner, Vazquez, Vice Mayor Sardiñas voting Yes. Mayor Rasco was out of the room at the time the vote was taken.

10. **RESOLUTIONS:** The Clerk read the following resolution by title:

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ISSUE A WORK ORDER TO THE STOUT GROUP LLC FOR ROADWAY MILLING AND PAVING IN AN AMOUNT NOT TO EXCEED $492,850; AND PROVIDING FOR AN EFFECTIVE DATE.

Councilmember Caplan made a motion to approve the resolution. The motion was seconded by Councilmember London.

Public Works Director Chris Miranda addressed the Council regarding the above item and scope of work.

The resolution was approved by a 7-0 voice vote. The vote was as follows: Councilmembers Bracken, Caplan, London, Stoner, Vazquez, Vice Mayor Sardiñas, and Mayor Rasco voting Yes.

The Clerk read the following resolution by title:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ISSUE A WORK ORDER TO BCC ENGINEERING, LLC FOR PROFESSIONAL ENGINEERING SERVICES RELATING TO THE STREETLIGHTING CONVERSION AND TRANSFER PROJECT IN AN AMOUNT NOT TO EXCEED $316,835.30; AND PROVIDING FOR AN EFFECTIVE DATE.

Councilmember Caplan made a motion to approve the resolution. The motion was seconded by Vice Mayor Sardiñas.

There was discussion from Council, Director Miranda, and the Manager regarding the above item, a photometric survey, and Florida, Power & Light (FPL).

Councilmember London made a motion to defer the resolution. The motion was seconded by Councilmember Vazquez and approved by a 7-0 voice vote. The vote was as follows: Councilmembers Bracken, Caplan, London, Stoner, Vazquez, Vice Mayor Sardiñas, and Mayor Rasco voting Yes.

At this time the Clerk read the following resolution by title:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ISSUE A WORK ORDER TO AECOM TECHNICAL SERVICES, INC. FOR ADDITIONAL BASELINE STORMWATER MODELING FOR THE K-8 SCHOOL (ZONE 1) STORMWATER DRAINAGE IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $38,376; AND PROVIDING FOR AN EFFECTIVE DATE.

Councilmember Caplan made a motion to approve the resolution. The motion was seconded by Councilmember Stoner.

There was extensive discussion from Council regarding the above item.

The resolution was approved by a 5-2 roll call vote. The vote was as follows: Councilmembers Bracken, Caplan, Stoner, Vice Mayor Sardiñas, and Mayor Rasco voting Yes. Councilmembers London and Vazquez voting No.

The Clerk read the following resolution by title:

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING THE PURCHASE OF A HIGH-WATER RAPID RESPONSE VEHICLE FROM POLARIS SALES, INC. IN AN AMOUNT NOT TO EXCEED $63,874.53; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Councilmember London made a motion to approve the resolution. The motion was seconded by Councilmember Caplan.

Fire Rescue Chief Joe Fernandez addressed the Council regarding the above resolution.

There was discussion from Council regarding the above item.

The resolution was approved by a 7-0 voice vote. The vote was as follows: Councilmembers Bracken, Caplan, London, Stoner, Vazquez, Vice Mayor Sardiñas, and Mayor Rasco voting Yes.

The Clerk read the following resolution by title:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING GIT CONSULTING LLC PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 2025-13 FOR ZONE 1 ALTERNATIVE STORMWATER MODELING AND PLANNING SERVICES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Councilmember Caplan made a motion to approve the resolution. The motion was seconded by Vice Mayor Sardiñas.

Councilmember Bracken addressed the Council regarding the above item.

There was discussion from Council, the Manager, and the Attorney regarding the above item and for the RIAP Zone 1 Ad-Hoc Committee to meet again and present Council with a contract at a future meeting date to be determined.

The resolution was approved by a 7-0 voice vote. The vote was as follows: Councilmembers Bracken, Caplan, London, Stoner, Vazquez, Vice Mayor Sardiñas, and Mayor Rasco voting Yes.

11. **REPORTS AND RECOMMENDATIONS:** The following items were discussed:

At this time Councilmember Stoner addressed the Council regarding the Village sponsoring a Florida City Government Week essay contest on "Why I Love My Village" for all Key Biscayne 4th graders and hosting a mock Council meeting for middle schoolers. The Key Biscayne Chamber of Commerce would assist in organizing these two events. It was the consensus of Council to endorse both of these items.

At this time Councilmember Stoner addressed the Council regarding expanding the scope of work for the ZORC (Zoning Ordinance Review Committee). There was discussion from Council, Building, Zoning, and Planning Director Jeremy Calleros Gauger, the Attorney, and the Manager regarding the above item and recommending adding a lawyer to assist with the committee's work. It was the consensus of Council to expand the ZORC's scope of work once the current scope has been completed.

At this time Councilmember Stoner addressed the Council regarding a zoning code amendment for institutional zoning and the Chabad of Key Biscayne. There was discussion from Council and the Attorney regarding the above item. It was the consensus of Council to direct the Attorney to bring forward an ordinance regarding this item.

At this time Mayor Rasco appointed Christi Mendia to the Disability Advisory Board. It was the consensus of Council to confirm this appointment.

At this time Mayor Rasco addressed the Council regarding holding a future swale workshop, creating an ad hoc committee to research what are the issues at hand with administration's assistance, and then report back to Council at a future meeting date to be determined and then set a date for a swale workshop.

At this time Councilmember London addressed the Council regarding a motion for the Manager to proceed with getting bids to construct undergrounding electric. There was discussion from Council, the Manager, Director Miranda, and Mike Houda with Black & Veatch regarding the above item, preliminary design for the Garden District, and FPL. It was the consensus of Council for the Manager to meet with FPL in order to get an estimate for Phase II undergrounding and report back to Council at a future meeting date to be determined.

At this time Councilmember London addressed the Council regarding a motion to require the Manager to cease spending time, money, and approvals for Zone 1 storm sewer, and water lines until alternative Ad-Hoc Committee engineers submit an alternative plan with estimated cost for Zone 1 to Council, and in the alternative submit the Managers Zone 1 plan to a Village referendum to all eligible voters. There was discussion from Council regarding the above item. Councilmember London made a motion to defer this item. The motion was seconded by Councilmember Bracken and approved by a 7-0 voice vote. The vote was as follows: Councilmembers Bracken, Caplan, London, Stoner, Vazquez, Vice Mayor Sardiñas, and Mayor Rasco voting Yes.

Mayor and Councilmembers: These discussion items were addressed earlier in the evening.

Village Attorney. The Attorney did not submit a report.

Village Clerk. The Clerk did not submit a report.

12. **OTHER BUSINESS/GENERAL DISCUSSION:** There was no further business discussed.

13. **SCHEDULE OF FUTURE MEETINGS/EVENTS:** A schedule of future meetings and events was presented to the Council.

14. **ADJOURNMENT:** The meeting was adjourned at 10:52 p.m.

Respectfully submitted:

_____
Jocelyn B. Koch
Village Clerk

Approved this _____ day of _____2025:

_____
Joe I. Rasco
Mayor

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE VILLAGE COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT A MEETING OR HEARING, THAT PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND, FOR SUCH PURPOSE, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

VILLAGE OF KEY BISCAYNE

Village Council
Joe I. Rasco, *Mayor*
Oscar Sardiñas, *Vice Mayor*
Michael F. Bracken
Franklin H. Caplan
Edward London
Nancy Stoner
Fernando A. Vazquez

Village Manager
Steven C. Williamson

STAFF MEMORANDUM

DATE: December 9, 2025

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Operation Stonegarden – Multi-Agency Waterway Operation with Miami-Dade Sheriff's Office

RECOMMENDATION

Recommend the Village Council approve the reimbursement agreement between the Village of Key Biscayne Police Department and Miami Dade Sheriff's Office for costs associated with Operation Stonegarden.

DISCUSSION

Purpose: Operation Stonegarden is multi-agency waterway operation which provides a safe and secure boating environment. Officers conduct vessel inspections, ensure maritime rules are being followed, and enhance presence during peak times along various waterways.

Background: The Village of Key Biscayne has been part of Operation Stonegarden with the Miami-Dade Sheriff's Office for the last eight years. The request before the Village Council is an annual reimbursement approval through the agreement presented.

Justification: The reimbursement of $2,115.32 for participation in the multi-agency waterway operation.

RESOURCE IMPACT

Recurring Funding: Annual participation taken from the department's overtime operating budget.

Personnel: Certified Marine Patrol Officers

Equipment: Village of Key Biscayne Police Marine Vessels

FUNDING SOURCES

- ***GL Code:*** 01-21-521-14001
- ***Budget Line-Item:*** Overtime
- ***Amount:*** $2,115.32

STRATEGIC CONNECTION (GOAL / FOCUS AREA)

Police Presence & Maintain a Safe and Secure Environment

Prepared by: Francis J. Sousa

Department Director: Francis J. Sousa | Police Department

Reviewed by Mr. Chad Friedman from Weiss Serota Helfman Cole & Bierman as to form and legal sufficiency.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING A SUBAWARD AGREEMENT WITH THE MIAMI-DADE SHERIFF'S OFFICE RELATING TO OPERATION STONEGARDEN; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne (the "Village"), through its Police Department ("KBPD"), has historically participated in the Department of Homeland Security (DHS) Operation Stonegarden Program ("OPSG"), a multi-agency waterway operation which helps to provide a safe and secure boating environment, pursuant to a subaward and grant agreement with Miami-Dade County ("County"), through the Miami-Dade Police Department ("MDPD"); and

WHEREAS, the County and the Miami-Dade Sheriff's Office ("MDSO") have agreed that MDSO is responsible for administering FY 2023 OPSG operations; and

WHEREAS, the Village desires to enter into the OPSG Subaward Agreement, attached hereto as Exhibit "A," (the "Agreement"), with MDSO, which among other things, provides a mechanism for reimbursing expenses incurred by KBPD in connection with FY 2023 OPSG operations; and

WHEREAS, the Village desires to approve the Agreement and authorize the Village Manager to execute the Agreement; and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. **Approval.** That the Village Council approves the Agreement attached hereto as Exhibit "A."

Section 3. **Authorization.** That the Village Council hereby authorizes the Village Manager to execute the Agreement, in substantially the form attached hereto as Exhibit "A," subject to the approval of the Village Attorney as to form, content, and legal sufficiency.

Section 4. **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2025.

_____
JOE I. RASCO, MAYOR

ATTEST:

_____
JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

OPERATION STONEGARDEN
SUBAWARD AGREEMENT
MIAMI-DADE SHERIFF'S OFFICE AND THE VILLAGE OF KEY BISCAYNE

Agreement Number: R0925
FAIN: EMW-2023-SS-00058-S01

This Subaward Agreement ("Agreement"), by and between the Miami-Dade Sheriff's Office ("MDSO"), an independent constitutional office under the laws of Florida, and the Village of Key Biscayne ("Village"), a municipality of the State of Florida, through its Key Biscayne Police Department ("KBPD") (collectively the "Parties" and singularly a "Party"), is effective as of October 20, 2024 ("Effective Date").

WHEREAS, the United States Department of Homeland Security ("DHS"), through the Florida Division of Emergency Management ("FDEM"), awarded grant funds in the amount of $392,040 from the Fiscal Year ("FY") 2023 Homeland Security Grant Program to Miami-Dade County ("County"), through the Miami-Dade Police Department ("MDPD"), for the DHS Operation Stonegarden ("OPSG") program, a joint effort between state, local, tribal, territorial, and federal law enforcement agencies (collectively "Partner Agencies" and each a "Partner Agency") to secure the United States borders along routes of ingress from international borders to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international waters;

WHEREAS, the County, through the MDPD, and FDEM entered into a Federally Funded Subaward and Grant Agreement Number R0925, and related Modification, for the funding of OPSG operations in the County from October 20, 2024, through June 30, 2026 (collectively, the "Grant Agreement"), attached hereto as Attachments A and B; and

WHEREAS, on January 7, 2025, the MDPD transitioned to the MDSO and the County and MDSO agreed that grant funds awarded to the County, through the MDPD, prior to January 7, 2025, would be managed by the County's Office of Management and Budget ("OMB") until legal and administrative responsibility for the funds can be transferred over to the MDSO or the grant expires; and

WHEREAS, the formation of the MDSO independent of the County necessitated a Subaward Agreement between the County and the MDSO ("Subaward Agreement") to establish formal financial and operational frameworks that align with the terms of the original grant, mitigate risks of non-compliance, and maintain the integrity of the grant-funded activities; and

WHEREAS, the Subaward Agreement provides that MDSO, in conjunction with overseeing programmatic implementation, reporting, and financial management of the FY 2023 OPSG grant, shall be solely responsible for all related purchases and subcontracts; and

WHEREAS, the MDSO and the Village, through its KBPD, have a long history of partnering on OPSG operations; and

WHEREAS, the Village's KBPD is one of the Partner Agencies authorized to assist with FY 2023 OPSG operations in the County; and

WHEREAS, the MDSO and the Village desire to enter into this Agreement to provide a mechanism for reimbursing expenses incurred by the KBPD in connection with FY 2023 OPSG operations.

NOW, THEREFORE, in consideration of the mutual covenants, promises recorded herein, the Parties agree as follows:

I. PURPOSE; EXPENDITURES

A. The purpose, goals, and objectives of this Agreement are to fund FY 2023 OPSG operations with grant funds awarded from DHS, through FDEM and the County, for the enhanced cooperation and coordination among Partner Agencies to jointly enhance security along the United States land and water borders.

B. All expenditures made with funds provided under this Agreement shall be for allowable program expenditures in line with the requirements of the funding source and approved budget and incurred from October 20, 2024, through May 31, 2026.

II. SCOPE

This Agreement delineates the responsibilities and scope of work expected for participation in the FY 2023 OPSG program, FAIN EMW-2023-SS-00058-S01. Funds have been provided to the County by FDEM. FDEM serves as the pass-through entity for a DHS award, for which the County is the sub-recipient, and MDSO is the sub-subrecipient.

III. BUDGET; AMOUNT PAYABLE

A. The maximum amount payable by MDSO to the Village under this Agreement shall not exceed $2,115.32, unless such amount is changed through a formal amendment executed by the Parties.

B. MDSO shall reimburse the Village only for allowable costs incurred by the KBPD during FY 2023 OPSG operations. The maximum reimbursement amount for each authorized cost category is set forth in the matrix below:

Cost Category	Rate	Total
Overtime for information, investigative, and intelligence sharing activities	$65.50/hour X 30 hours	$1,965.00
Fringe Benefits	$ 7.65%/Fringe Rate (FICA = 6.2%, MICA = 1.45%)	$150.32
Total Reimbursable Amount		$2,115.32

C. Amounts payable under this Agreement are subject to continued funding from the funder, and distribution of such funds from the County to the MDSO. Should the availability or distribution of grant funding for FY 2023 OPSG be reduced or terminated, the MDSO reserves the right to proportionally reduce or terminate the maximum amount payable to the Village for the grant award.

D. If MDSO determines that a budget reduction is necessary (i) to implement a funding cut imposed by the funder; (ii) to implement a funding distribution freeze imposed by the County; (iii) to recoup reimbursement for disallowable costs; (iv) to offset fines or levies imposed by the funder for noncompliance; or (v) for other reasons, the MDSO shall provide the KBPD with written notice of the proposed budget reduction along with supporting documentation within thirty (30) calendar days of the determination. KBPD shall have ten (10) calendar

days from receipt of such notice to submit a written objection, including any documentation or explanation supporting its position. Upon timely receipt of such an objection, MDSO and KBPD shall meet within ten (10) calendar days in good faith to discuss the objection and attempt to reach a mutually acceptable resolution. MDSO shall give due and reasonable consideration to all information and arguments presented by KBPD during this process and shall document its rationale in any final determination. MDSO's decision following this meeting shall be final.

IV. RESPONSIBILITIES OF THE VILLAGE

The Village, by and through the KBPD, agrees to:

A. Participate as a member of the FY 2023 OPSG grant program, to include (i) providing maritime, land, and air assets with sworn officers for OSPG operations, (ii) providing K-9 teams in support of OSPG operations; and (iii) coordinating with and assisting MDSO in conducting all related law enforcement operations, in accordance with the Scope of Work set forth in Attachment A.

B. Abide by all grant requirements, including, but not limited to, budget authorizations, required accounting and reporting expenditures, and proper use of funds, as stipulated in Attachment A.

C. Comply with the purpose, goals, and objectives of the FY 2023 OPSG program as stipulated in Attachment A.

D. Ensure satisfactory progress towards the grant goals or objectives as stipulated in Attachment A.

E. Document compliance with the purpose of the grant and all grant requirements, including progress toward goals or objectives as stipulated in Attachment A.

F. Submit quarterly reimbursement requests by the tenth (10^{th}) day after the end of each quarter, using the forms attached hereto as Attachments E through J, if an expense has occurred.

G. Provide quarterly financial and performance reports to MDSO, as provided and stipulated in Attachment 1, Financial History and Performance Tracking Form 1A (Attachment C), and Quarterly Status Report Form 1B (Attachment D), by the tenth (10^{th}) day after the end of each quarter.

H. Provide all programmatic and financial records, documents, and reports as may be required by MDSO, the funder, or the County, in a timely and complete manner, including submitting Close-Out Report Form 8 (Attachment K) no later than sixty (60) days after the Agreement termination date specified in section X herein.

I. Be solely responsible for any and all expenses disallowed by the funder or the County.

J. Provide an administrative liaison to coordinate financial and programmatic compliance.

V. RESPONSIBILITIES OF THE MDSO

The MDSO agrees to:

A. Monitor the implementation of this Agreement in accordance with FY 2023 OPSG grant guidelines and requirements, that include, but are not limited to, operational and administrative performance, financial management, reporting, and other related grant requirements stipulated in Attachment A.

B. Abide by all grant requirements as stipulated in Attachment A.

C. Comply with the purpose, goals, and objectives of the FY 2023 OPSG grant as stipulated in Attachment A.

D. Ensure satisfactory progress towards the grant goals or objectives stipulated in Attachment A.

E. Document compliance with the purpose of the grant and all grant requirements, including progress toward goals or objectives as stipulated in Attachment A.

F. Review submitted reimbursement requests and deliverable reports in accordance with Attachments C through K.

G. Provide all programmatic and financial records, documents, and reports as may be required by the County or the funding source, in a timely and complete manner.

H. Provide quarterly financial and performance reports to the County's OMB detailing grant progress.

I. Implement appropriate action as may be necessary to maintain grant compliance.

J. Provide KBPD with reporting deadlines and other information required to participate in OPSG operations.

K. Make payments within thirty (30) calendar days after receipt of the Village's reimbursement request, unless there is reason to believe that the request is improper. If the request is found to be improper, it will be returned to the Village for revision. Upon submission of a revised reimbursement request, a new 30-day calendar period will begin.

L. Provide liaisons to coordinate administrative, programmatic, and financial compliance with grant requirements, as follows:

1. **Administrative Liaison**:
   Lisette Reyes-Wilcox, Commander
   Management and Budget Office
   9105 N.W. 25th Street, Suite 3042
   Doral, FL 33172
   Email: lisi@mdso.com
   Phone: 305-471-2520

2. **Programmatic Liaison**:
   Sergeant Samir Amado, Grant Award Administrator
   Management and Budget Office
   9105 N.W. 25th Street, Suite 3042
   Doral, FL 33172
   Email: samado@mdso.com
   Phone: 305-471-2501

3. **Financial Liaison:**
   Angela Diaz, Financial Manager
   Management and Budget Office
   9105 N.W. 25th Street, Suite 3042
   Doral, FL 33172
   Email: adiaz@mdso.com
   Phone: 305-471-1704

4. **With a copy to:**
   Andres Brito, Manager of Fiscal Resources
   Management and Budget Office
   9105 N.W. 25th Street, Suite 3042
   Doral, FL 33172
   Email:abrito@mdso.com
   Phone: 305-471-3130

VI. MDSO AND VILLAGE AGREE:

A. The KBPD shall maintain all necessary documentation for grant expenditures, including invoices, receipts and reports, in compliance with federal, state, and local requirements.

B. The KBPD will provide financial and performance reports in a timely fashion.

C. The MDSO will prepare consolidated reports for submission to the funder, through the County's OMB, as stipulated in **Attachments A through K** and the Subaward Agreement.

D. MDSO and the Village are not responsible for personnel salaries, benefits, workers compensation or time related issues of the KBPD personnel.

E. All records received or created shall be made available at all reasonable times for inspection, review, copying, or audit by the County, MDSO, FDEM, DHS or other entities as required by law.

F. All financial commitments herein are made subject to the availability and distribution of grant funds and the continued mutual agreements of the parties as identified in **Attachment A.**

G. FY 2023 OPSG is a reimbursement grant program. As such, the Village shall pay all allowable expenditures in full prior to submitting requests for reimbursement to the MDSO.

VII. AUDITS

The Parties shall comply with all applicable audit requirements outlined in 2 C.F.R. 200, subpart F, state regulations, and/or **Attachments A through K**.

VIII. INDEMNIFICATION

Each party to this Agreement agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while participating herein and pursuant to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable. "Assume Responsibility" shall mean incurring all costs associated with any suit, action, or claim for damages arising from the performance of this Agreement.

IX. NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

X. TERM

This Agreement shall take effect on the Effective Date and end on May 31, 2026, unless extended by mutual written agreement.

XI. NOTICES

All notices to include invoices required or permitted under this Agreement shall be in writing and delivered by personal service, United States mail, or electronic mail, to the representatives and addresses listed below:

If to MDSO:

Samir Amado, Sergeant
Miami-Dade Sheriff's Office
Management & Budget Office
9105 N.W. 25th Street, Suite 3055
Doral, Florida 33172
Phone: 305-787-5331
E-mail: samado@mdso.com

With a copy to:

Lisette Reyes-Wilcox, Commander
Miami-Dade Sheriff's Office
Management & Budget Office
9105 N.W. 25th Street
Doral, Florida 33172
Phone: 305-471-2520
E-mail: lisi@mdso.com

Miami-Dade Sheriff's Office
Attn: General Counsel's Office
9105 NW 25th Street, Suite 3042
Doral, Florida 33172
Email: gcoinfo@mdso.com

If to the Village:

Frank Sousa, Chief
Key Biscayne Police Department
88 West McIntyre Street
Key Biscayne, Florida 33149
Phone: 305-365-5503
E-mail: fsousa@kbpd.net

With a copy to:

Major Daniel Valdes
88 West McIntyre Street
Key Biscayne, Florida 33149
Phone: 305-365-7580
E-mail: dvaldes@kbpd.net

XII. AMENDMENTS

This Agreement may be amended as may be necessary, including to remain consistent with FY23 OPSG requirements, amendments, or extensions. Such amendments shall be made in writing and shall be effective only when signed by all Parties.

XIII. CANCELLATION

This Agreement may be cancelled by either Party upon providing 90 days' written notice to the other Party. Cancellation will be at the discretion of the Parties; in the case of MDSO, the Sheriff is authorized to cancel this Agreement. This Agreement shall be considered cancelled should the funder terminate the grant.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective and duly authorized officers on the last signature date below.

AGREED TO AND ACKNOWLEDGED BY:

MIAMI-DADE SHERIFF'S OFFICE:

_____ _____

Rosie Cordero-Stutz, Sheriff Date

APPROVED FOR FORM AND LEGAL SUFFICIENCY:

_____ _____

Janet Lewis, General Counsel Date

VILLAGE OF KEY BISCAYNE:



Steve Williamson, Village Manager — Date



Frank Sousa, Chief — Date
Key Biscayne Police Department

ATTEST:

Jocelyn B. Koch, Village Clerk — Date
Key Biscayne, Florida

APPROVED FOR FORM AND CORRECTNESS:

Chad Friedman, Village Attorney — Date
Key Biscayne, Florida

Agreement Number: R0925

FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal award."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. § 200.332:

Sub-Recipient's name:	Miami Dade Police Department
Sub-Recipient's unique entity identifier:	VHCBJ9FMG7F7
Federal Award Identification Number (FAIN):	EMW-2023-SS-00058-S01
Federal Award Date:	9/1/2023 – 08/31/2026
Subaward Period of Performance Start and End Date:	DOE – 09/30//2025
Budget Period Start and End Date:	9/1/2023 – 08/31/2026
Amount of Federal Funds Obligated by this Agreement:	$392,040.00
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$392,040.00
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity:	$392,040.00
Federal award project description (see FFATA):	See Article 1, Agreement Articles
Name of Federal awarding agency:	Dept. of Homeland Security
Name of pass-through entity:	FL. Division of Emergency Mgmt.
Contact information for the pass-through entity:	Kevin Guthrie, Executive Director 2555 Shumard Oak Boulevard Tallahassee, Florida 32399
Assistance Listings Number and Title	97.067-Homeland Security Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	31.90%

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and **Miami Dade Police Department**, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal Government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. § 200.302(a) provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds. . ." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance," applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State of Florida and Federal laws, rules and regulations, including those identified in Attachment D. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2)(a)1, Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. The Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Chanda Jenkins
2555 Shumard Oak Boulevard
Tallahassee, Florida
Telephone: 850-815-4342
Email: Chanda.Jenkins@em.myflorida.com

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Sergeant Samir Amado
9105 NW 25 Street
Doral, Florida 33172
Telephone: 305-471-2501
Fax: _____
Email: samado@mdpd.com

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative shall be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be signed by the Sub-Recipient and returned to the Division for execution no later than forty-five (45) days following initial

notification of receipt. Failure to return the signed agreement by the deadline may result in termination of the grant award.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

Subrecipients may initiate a one-time extension of the period of performance by up to six (6) months unless one or more of the conditions outlined in (i) through (iii) of this section apply. For one-time extensions, the subrecipient shall notify the Division in writing with the supporting reasons and revised period of performance at least one hundred eighty (180) calendar days before the end of the period of performance. This one-time extension shall not be exercised merely for the purpose of spending down the award balance. Extensions require explicit prior Division approval when:

(i) The terms and conditions of the federal award prohibit the extension.

(ii) The extension requires additional federal funds.

(iii) The extension involves any change in the approved objectives or scope of the project.

(7) SCOPE OF WORK.

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachments A and B of this Agreement.

(8) PERIOD OF AGREEMENT.

This Agreement shall begin **upon execution by both parties and shall end September 30, 2025** unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. § 200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. § 200.1, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

a. This is a cost-reimbursement agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division shall reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A and B of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$392,040.00.**

d. As required by 2 C.F.R. § 200.415(a), any request for payment under this Agreement shall include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division shall review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment B, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. § 200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. § 200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the federal awarding agency, then the Division shall reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. § 200.430 ("Compensation—personal services") and 2 C.F.R. § 200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*see* 29 U.S.C. § 207(e)(2)), then the Division shall treat the expense as a fringe benefit. 2 C.F.R. § 200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. § 200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-federal entity or specified grouping of employees.

h. If authorized by the federal awarding agency, then the Division shall reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. § 200.475. Reimbursement for travel shall be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient shall provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report shall identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. § 200.1, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

k. Any advance payment under this Agreement is subject to section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account and may not exceed fifty percent of the grant award. If an advance payment is requested, an estimated expense table and justification statement shall be included with this Agreement as indicated in Attachment E, Justification of Advance Payment. Attachment E shall specify the amount of advance disbursement requested and provide an explanation of the necessity for and proposed use of the funds.

(10)<u>RECORDS</u>

a. As required by 2 C.F.R. § 200.337, the federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by 2 C.F.R. § 200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement for a period of three (3) years from the date of submission of the final expenditure report. The following are the only exceptions to the three (3) year requirement: Financial records, supporting documents, statistical records, and all other non-federal entity records pertinent to a federal award shall be retained for a period of three (3) years from the date of submission of the final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity in the case of a Sub-Recipient. federal awarding agencies and pass-through entities shall not impose any other record retention requirements upon non-federal entities.

i. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the non-federal entity is notified in writing by the federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with federal funds shall be retained for three (3) years after final disposition.

iv. When records are transferred to or maintained by the federal awarding agency or pass-through entity, the three (3) year retention requirement is not applicable to the non-federal entity.

v. Records for program income transactions after the period of performance. In some cases, recipients shall report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

1. If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the three (3) year retention period for its supporting records starts from the date of such submission.
2. If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the federal Government (or to the pass-through entity) for negotiation purposes, then the three (3) year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

d. In accordance with 2 C.F.R. § 200.335, the federal awarding agency shall request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value. However, in order to avoid duplicate recordkeeping, the federal awarding agency may make arrangements for the non-federal entity to retain any records that are continuously needed for joint use.

e. In accordance with 2 C.F.R. § 200.336, the Division shall always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division shall not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. § 200.303(e), the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Section 286.011, Florida Statutes (Florida's Government in the Sunshine Law), provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions shall be open to the public; (2) reasonable notice of such meetings shall be given; and (3) minutes of the meetings shall be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, Section 286.011, Florida Statutes (Florida's Government in the Sunshine Law), also applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, Section 286.011, Florida Statutes, the Government in the Sunshine Law applies. For example, if a volunteer fire department

provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then Section 286.011, Florida Statutes, (Government in the Sunshine Law) applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Chapter 119, Florida Statutes (Florida's Public Records Law), provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of chapter 119, Florida Statutes.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Program Budget and Scope of Work - Attachment A and B - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11)AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. § 200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. § 200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit shall be received by the Division no later than nine (9) months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingleAudit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

https://facides.census.gov

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingleAudit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(12)REPORTS

a. Consistent with 2 C.F.R. § 200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in Attachment B-Scope of

Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than thirty (30) days after the end of each quarter of the program year and shall be sent each quarter until submission of the close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or thirty (30) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with Attachments A and B of this Agreement.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment B.

(13)MONITORING.

a. Consistent with 2 C.F.R. § 200.328 the Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment B to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, On-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division shall monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14)LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work

performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

c. As defined in section 200.310 Insurance Coverage: The non-federal entity shall, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the federal award.

(15)DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any events of default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete, or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16)REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. The Division may Administratively close an Agreement. The Division may use the administrative close-out process when a Sub-Recipient is not responsive to reasonable efforts to collect required reports needed to complete the standard close-out process. The Division shall make three (3) written attempts to collect required reports before initiating administrative close-out. In addition, if an agreement is administratively closed, the Division may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future awards. If the Division needs to administratively close an agreement, this may negatively impact a Sub-Recipient's ability to obtain future funding; and

g. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies shall not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it shall not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17)TERMINATION

a. The Division may terminate this Agreement for cause after thirty days (30) written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for cause after rejecting an appeal submitted due to noncompliance, nonactivity, and/or a lack of expenditures for four (4) consecutive quarterly reporting periods.

c. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar days prior written notice.

d. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment shall state the effective date of the termination and the procedures for proper closeout of the Agreement.

e. In the event that this Agreement is terminated, the Sub-Recipient shall not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient shall cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice shall be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18)PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§ 200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. § 200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records shall include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. § 200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. Except for procurements by micro-purchases pursuant to 2 C.F.R. § 200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. § 200.320(a)(2), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least ten (10) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient within seven (7) business days. Consistent with 2 C.F.R. § 200.325, the Division shall review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. § 200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. § 200.318(k), the Division shall not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the seven (7) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

e. Except for procurements by micro-purchases pursuant to 2 C.F.R. § 200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. § 200.320(a)(2), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within seven (7) business days. Consistent with 2 C.F.R. § 200.325, the Division shall review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. § 200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. § 200.318(k), the Division shall not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the seven (7) business

day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

f. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-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. effected

g. As required by 2 C.F.R. § 200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

h. As required by 2 C.F.R. § 200.319(b) contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals shall be excluded from competing for such procurements. The Sub-Recipient or pass-thru entity shall disclose to the Division, in writing, any real or potential conflict of interest that may arise during the administration of the Federal award, as defined by federal statutes or regulations, or their own existing policies, within five (5) days of learning of the conflict of interest. "Conflict of interest" is considered as any situation where an employee, officer, or agent, any members of his or her immediate family, or his or her partner has a close personal relationship, business relationship, or professional relationship, with a recipient or Sub-Recipient.

i. As required by 2 C.F.R. § 200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

j. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. § 200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

k. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. § 200.320(b)(1) as well as section 287.057(1)(a), Florida Statutes.

l. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. § 200.320(b)(2) as well as section 287.057(1)(b), Florida Statutes.

m. For each subcontract, the Sub-Recipient shall provide information to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes, except for the requirement the subcontractor be domiciled in Florida, on the required Procurement Method Report (Form 5). Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. § 200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

n. The Federal Emergency Management Agency (FEMA) has developed helpful resources for Sub-Recipients using federal grant funds for procurements. These resources are generally available at https://www.fema.gov/grants/procurement. FEMA periodically updates this resource page so please check back for the latest information. While not all the provisions discussed in the resources are applicable to this subgrant agreement, the Sub-Recipient may find these resources helpful when drafting its solicitation and contract for compliance with the Federal procurement standards outlined in 2 C.F.R. §§ 200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200.

(19)ATTACHMENTS AND EXHIBITS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources

ii. Exhibit 2 – Certification Regarding Telecommunications and Video Restrictions
iii. Exhibit 3 – Certification Regarding Lobbying
iv. Exhibit 4 - Certification Regarding Fusion Center Analyst Requirements
v. Attachment A – Program Budget
vi. Attachment B – Scope of Work
vii. Attachment C – Deliverables and Performance
viii. Attachment D – Program Statutes and Regulations
ix. Attachment E – Justification of Advance Payment
x. Attachment F – Warranties and Representations
xi. Attachment G – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
xii. Attachment H – Statement of Assurances
xiii. Attachment I – Mandatory Contract Provisions
xiv. Attachment J – Financial and Program Monitoring Guidelines
xv. Attachment K – EHP Guidelines
xvi. Attachment L – Reimbursement Checklist
xvii. Attachment M– Foreign Country of Concern Affidavit – Personal Identifying Information Contract

(20)PAYMENTS

a. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within thirty (30) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. Any advance payment under this Agreement is subject to 2 C.F.R. § 200.305 and, as applicable, section 216.181(16), Florida Statutes. All requests for advance payments shall be reviewed and considered on a case-by-case basis. All advances are required to be held in an interest-bearing account and shall not exceed fifty percent of the grant award. If an advance payment is requested, an estimated expense table and justification statement shall be included in this Agreement. All advance requests shall be submitted at the time of execution of the original agreement, unless an Environmental Historical Preservation (EHP) review is required. If an EHP is required advance payments shall not be

processed until approval from FEMA has been received. Advance requests can only be made by completing Attachment E and shall specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

(21)REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22)MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. The laws of the State of Florida shall govern this Agreement. The Division and the Sub-Recipient submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to this Agreement. Further, the Sub-Recipient hereby waives any and all privileges and rights relating to venue it may have under chapter 47, Florida Statutes, and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. The Sub-Recipient hereby submits to venue in the county chosen by the Division, to wit: Leon County, Florida.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private

entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list shall not submit a bid on a contract to provide any goods or services to a public entity, shall not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, shall not submit bids on leases of real property to a public entity, shall not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and shall not transact business with any public entity in excess of $25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the Federal Government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five (5) year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five (5) year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. **In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" (Attachment G) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form shall be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

k. The State of Florida shall not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of 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.

m. Unless preempted by federal law, the Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23)LOBBYING PROHIBITION

a. 2 C.F.R. § 200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No federal appropriated funds have been paid or shall be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal

grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

ii. If any funds other than federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

v. If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors, as applicable, shall sign Attachment M – Certification Regarding Lobbying.

(24)COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida shall seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or

should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose shall indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25)LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26)EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. § 60-1.4(b), the Sub-Recipient hereby agrees that it shall incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

> During the performance of this contract, the contractor agrees as follows:
>
> i. The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
>
> Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants shall receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions shall be binding upon each subcontractor or vendor.

> The contractor shall take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
>
> *Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it shall be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it shall assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it shall furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it shall otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it shall refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and shall carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27)COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under federal law, it shall incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

> i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract shall include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and shall report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract shall include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor shall comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and shall include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31)BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract shall include the following clause:

$304,761.00
$788,808.00

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it shalll not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If the Sub-Recipient enters into a contract with a subcontractor for an award of $100,000 or more, the subcontractor shall sign Exhibit 3 – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. § 200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient shall take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment H.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: MIAMI DADE POLICE DEPARTMENT

By: James Reyes
Chief of Public Saftety

Name and Title: for Daniella Levine Cava, Mayor

Date: 01/03/2024

FID# 596000573

If signing electronically: *By providing this electronic signature, I am attesting that I understand that electronic signatures are legally binding and have the same meaning as handwritten signatures. I am also confirming that internal controls have been maintained, and that policies and procedures were properly followed to ensure the authenticity of the electronic signature.*

I acknowledge that typewritten and/or script fonts are not acceptable as a digital signature. All electronic signatures shall be certified digital signatures and include: the signee's name, time and date stamp.

This statement is to certify that I confirm that this electronic signature is to be the legally binding equivalent of my handwritten signature and that the data on this form is accurate to the best of my knowledge.

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: Linda McWhorter Digitally signed by Linda McWhorter Date: 2024.10.20 12:35:29 -04'00'

for: Name and Title: Kevin Guthrie, Executive Director

Date: 20 October 2024

EXHIBIT – 1

Federal Programs and Resources Awarded

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program: **HOMELAND SECURITY GRANT PROGRAM**

Federal Agency: U.S. Department of Homeland Security, Federal Emergency Management

Catalog of Federal Domestic Assistance title and number: 97.067

Award amount: **$392,040.00**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

Federal Program: HOMELAND SECURITY GRANT PROGRAM

List applicable compliance requirements as follows:

1. Sub-Recipient is to use funding to perform eligible activities as identified FY 2023 Department of Homeland Security Notice of Funding Opportunity.
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement or shall not be in compliance with the terms of the Agreement.
3. Sub-Recipient shall comply with specific laws, rules, or regulations that pertain to how the awarded resources shall be used or how eligibility determinations are to be made.

NOTE: 2 C.F.R. Part 200, and section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Sub-Recipient.

Sub-Recipient: MIAMI DADE POLICE DEPARTMENT

By: James Reyes Chief of Public Safety Date: 01/03/2024

for Daniella Levine Cava, Mayor

Printed Name and Title

If signing electronically: *By providing this electronic signature, I am attesting that I understand that electronic signatures are legally binding and have the same meaning as handwritten signatures. I am also confirming that internal controls have been maintained, and that policies and procedures were properly followed to ensure the authenticity of the electronic signature.*

I acknowledge that typewritten and\or script fonts are not acceptable as a digital signature. All electronic signatures shall be certified digital signatures and include: the signee's name, time and date stamp.

This statement is to certify that I confirm that this electronic signature is to be the legally binding equivalent of my handwritten signature and that the data on this form is accurate to the best of my knowledge.

EXHIBIT – 2

Certification Regarding Telecommunications and Video Restrictions

Effective August 13, 2020, DHS/FEMA Sub-Recipients, as well as their contractors and subcontractors, shall not use grant funds under the Nonprofit Security Grant Program covered by this Agreement and provided in FY 2023 or previous years to:

1. Procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract to procure or obtain any equipment, system, or service that uses "covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology of any system; or
2. Enter into, extend or renew contracts with entities that use or provide, as part of its performance of this agreement or any other contractual instrument, any equipment, system, or service that uses "covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system.

This prohibition regarding certain telecommunications and video surveillance services or equipment is mandated by section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018), and 2 C.F.R. § 200.216, 200.327, 200.471, AND Appendix II to 2 C.F.R. Part 200. Sub-Recipients may use DHS/FEMA grant funding to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the FY 2023 Preparedness Grants Manual, applicable appendix to the Manual, and applicable NOFO. DHS/FEMA shall publish additional guidance in a subsequent Information Bulletin or similar notice. Per section 889(f)(2)-(3) of the FY 2019 NDAA, covered telecommunications equipment or services means:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
2. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
3. Telecommunications or video surveillance services provided by such entities or using such equipment; or
4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

In the event the Sub-Recipient identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance or at any time or by any other source, the Sub-Recipient shall report the information to the Division:

1. Within one (1) business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

2. Within ten (10) business days of submitting the aforementioned information: Any further available information about mitigation actions undertaken or recommended. In addition, the Sub-Recipient

shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that shall be incorporated to prevent future use or submission of covered telecommunications equipment or services.

Sub-Recipient: MIAMI DADE POLICE DEPARTMENT

By: James Reyes
Chief of Public Safety Date: 01/03/2024

for Daniella Levine Cava, Mayor
Printed Name and Title

If signing electronically: *By providing this electronic signature, I am attesting that I understand that electronic signatures are legally binding and have the same meaning as handwritten signatures. I am also confirming that internal controls have been maintained, and that policies and procedures were properly followed to ensure the authenticity of the electronic signature.*

I acknowledge that typewritten and\or script fonts are not acceptable as a digital signature. All electronic signatures shall be certified digital signatures and include: the signee's name, time and date stamp.

This statement is to certify that I confirm that this electronic signature is to be the legally binding equivalent of my handwritten signature and that the data on this form is accurate to the best of my knowledge.

EXHIBIT – 3

CERTIFICATION REGARDING LOBBYING

Check the appropriate box:

☒ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement shall exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement shall be equal to or less than $100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Sub-Recipient or subcontractor, Miami-Dade Police Department, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

James Reyes
Chief of Public Safety
Signature of Sub-Recipient/subcontractor's Authorized Official

for Daniella Levine Cava, Mayor
Name and Title of Sub-Recipient/subcontractor's Authorized Official

01/03/2024
Date

EXHIBIT – 4

Certification Regarding Fusion Center Analyst Requirements

State and urban area fusion centers receiving SHSP or UASI grant funds will be evaluated based on compliance with the guidance and requirements for the National Network as set forth by DHS Intelligence and Analysis (I&A) through the annual Fusion Center Assessment.

Through the Program Performance Report (PPR), fusion centers will report on the compliance with measurement requirements within the fusion centers through the annual Fusion Center Assessment managed by DHS I&A and reported to FEMA. Subrecipients will be required to provide information regarding their information sharing partnerships, including how they will identify, address, and overcome any existing laws, policies, and practices that prevent information sharing, via the Information and Intelligence National Priority Investment and supporting data via the annual Fusion Center Assessment.

Documentation of the satisfactory submission of the completed Program Performance Report through the Fusion Center Assessment will be required prior to reimbursement of grant funds.

Fusion Center Performance Measures

Reference Number	Performance Measures
2023.1	Percentage of federal Information Intelligence Reports (IIRs) originating from fusion center information that address a specific Intelligence Community need
2023.2	Percentage of federal IIRs originating from fusion center information that the Intelligence Community otherwise used in performing its mission (e.g., contained first-time reporting; corroborated existing information; addressed a critical intelligence gap; or helped to define an issue or target)
2023.3	Number of SARs vetted and submitted by fusion centers that result in the initiation or enhancement of an investigation by the FBI
2023.4	Number of SAR vetted and submitted by fusion centers that involve an individual on the Watchlist
2023.5	Percentage of Requests for Information (RFIs) from the Terrorist Screening Center (TSC) for which fusion centers provided information for a TSC case file
2023.6	Percentage of I&A Watchlist nominations that were initiated or updated existing case files based on information provided by fusion centers
2023.7	Number of distributable analytic products co-authored by one or more fusion centers and/or federal agencies
2023.8	Percentage of fusion center distributable analytic products that address Homeland Security topics
2023.9	Percentage of fusion center distributable analytic products that address state/local customer information needs
2023.10	Percentage of key customers reporting that fusion center products are relevant
2023.11	Percentage of key customers reporting that fusion center services are relevant
2023.12	Percentage of key customers reporting that fusion center products are timely for mission needs
2023.13	Percentage of key customers reporting that fusion center services are timely for mission needs
2023.14	Percentage of key customers reporting that fusion center products influenced their decision making related to threat response activities within their AOR
2023.15	Percentage of key customers reporting that fusion center services influenced their decision making related to threat response activities within their AOR
2023.16	Percentage of key customers reporting that fusion center products resulted in increased situational awareness of threats within their AOR
2023.17	Percentage of key customers reporting that fusion center services resulted in increased situational awareness of threats within their AOR
2023.18	Number of tips and leads vetted by the fusion center

2023.19	Number of tips and leads vetted by the fusion center that were provided to other F/SLTT agencies for follow up action
2023.20	Number of responses to RFIs from all sources
2023.21	Number of situational awareness products developed and disseminated by fusion centers
2023.22	Number of case support and/or tactical products developed and disseminated by fusion centers
2023.23	Percentage of federally designated special events in which fusion centers played a direct role
2023.24	Percentage of federally declared disasters in which fusion centers played a direct role
2023.25	Number of public safety incidents in which fusion centers played a direct role

Sub-Recipient: MIAMI DADE POLICE DEPARTMENT

By: James Reyes Chief of Public Safety Date: 01/03/2024

for Daniella Levine Cava, Mayor

Printed Name and Title

If signing electronically: *By providing this electronic signature, I am attesting that I understand that electronic signatures are legally binding and have the same meaning as handwritten signatures. I am also confirming that internal controls have been maintained, and that policies and procedures were properly followed to ensure the authenticity of the electronic signature.*

I acknowledge that typewritten and\or script fonts are not acceptable as a digital signature. All electronic signatures shall be certified digital signatures and include: the signee's name, time and date stamp.

This statement is to certify that I confirm that this electronic signature is to be the legally binding equivalent of my handwritten signature and that the data on this form is accurate to the best of my knowledge.

ATTACHMENT A

Program Budget

Below is a general budget which outlines eligible categories and their allocation under this award. The Sub-Recipient is to utilize the "Program Budget" as a guide for completing the "Budget Detail Worksheet" below.

The Equipment category will require Authorized Equipment List (AEL) reference number. The Authorized Equipment List (AEL) is a list of approved equipment types allowed under FEMA's preparedness grant programs. The intended audience of this tool is emergency managers, first responders, and other homeland security professionals. The list consists of 21 equipment categories divided into sub-categories, tertiary categories, and then individual equipment items. The AEL can be found at http://www.fema.gov/authorized-equipment-list.

The ***transfer of funds between the categories*** listed in the "Program Budget and Scope of Work" ***is permitted***. However, the ***transfer of funds between Issues is strictly prohibited***.

FY 2023 Homeland Security Grant Program – Operation Stonegarden			
Grant	**Sub-Recipient Agency**	**Category/Issue**	**Amount Allocated**
FY 2023 - State Homeland Security Grant Program – Operation Stonegarden	**MIAMI DADE POLICE DEPARTMENT**	Award Allocation – **Issue #44** Planning, Organizational, Equipment, & Management and Administration	$396,000.00
		State Management & Administration withheld 1%	$3,960.00
Total Award		**$392,040.00**	
State M & A costs		**$3,960.00**	

BUDGET DETAIL WORKSHEET

The Sub-Recipient is required to provide a completed budget detail worksheet, to the Division, which accounts for the total award as described in the "Proposed Program Budget".

If any changes need to be made to the "Budget Detail Worksheet", after the execution of this agreement, contact the Grant Manager listed in this agreement via email or letter.

Allowable Planning Costs	**Quantity**	**Unit Cost**	**Total Cost**	**Issue #**
Travel/per diem related to planning activities				
Overtime and backfill costs (in accordance with operational Cost Guidance)				
TOTAL PLANNING EXPENDITURES			**$**	
Allowable Organizational Activities (HSGP and LETP)	**Quantity**	**Unit Cost**	**Total Cost**	**Issue #**
Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred (up to 50 percent of the allocation)				
Overtime for information, investigative, and intelligence sharing activities (up to 50 percent of the allocation)	4,350 hours Overtime &FB	$70.059999 25.858951%	$304,761.00 $78,808.00	
Hiring of new staff positions/contractors/consultants for participation in information/intelligence analysis and sharing groups or fusion center activities (up to 50 percent of the allocation)				
TOTAL ORGANIZATIONAL EXPENDITURES			**$ 383,569**	
Allowable Training Costs	**Quantity**	**Unit Cost**	**Total Cost**	**Issue #**
Training Workshops and Conferences				
Full or Part-Time Staff or Contractors/Consultants				
Travel				
Immigration enforcement training				
TOTAL TRAINING EXPENDITURES			**$**	
Eligible Equipment Acquisition Costs The table below highlights the allowable equipment categories for this award. A comprehensive listing of these allowable equipment categories, and specific equipment eligible under each category, are listed on the web-based version of the Authorized Equipment List (AEL) at http://www.fema.gov/authorized-equipment-list.	**Quantity**	**Unit Cost**	**Total Cost**	**Issue #**
Personal protective equipment				
Information technology				
Interoperable communications equipment				
Detection Equipment				
Medical supplies				

Power equipment (generators, batteries, power cells)				
Terrorism Incident Prevention Equipment				
Physical Security Enhancement Equipment				
Inspection and Screening Systems				
Intervention Equipment (e.g., tactical entry, crime scene processing)				
Vehicle acquisition, Lease, and rental				
Fuel, Maintenance and/or Materials				
Other authorized equipment costs (include any construction or renovation costs in this category; Written approval must be provided by FEMA prior to the use of any funds for construction or renovation)				
TOTAL EQUIPMENT EXPENDITURES			**$**	
Eligible Management and Administration Costs	**Quantity**	**Unit Cost**	**Total Cost**	**Issue #**
Hiring of full-time or part-time staff or contractors/consultants: to assist with the management of the respective grant program; application requirements, and compliance with reporting and data collection requirements				
Development of operating plans for information collection and processing necessary to respond to DHS/FEMA data calls				
Overtime and backfill costs – Overtime expenses are defined as the result of personnel who worked over and above 40 hours of weekly work time in the performance of FEMA – approved activities within the scope of this grant. Backfill Costs also called "Overtime as Backfill" are defined as expenses from the result of personnel who are working overtime in order to perform the duties of other personnel who are temporarily assigned to FEMA – approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of Full – Time Equivalent (FTEs) employees.	1	$8,471.00	$8,471.00	
Travel expenses				
Meeting-related expenses				
Authorized office equipment: including personal computers, laptop computers, printers, LCD projectors, and other equipment or software which may be required to support the implementation of the homeland security strategy.				
Completing the Civil Rights Evaluation Tool				
Conducting activities related to evaluating project effectiveness for HSGP-funded projects				
TOTAL M&A EXPENDITURES			**$ 8,471.00**	
TOTAL AWARD EXPENDITURES			**$392,040.00**	

ATTACHMENT B

SCOPE OF WORK

Sub-Recipients shall comply with all the requirements in 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

The purpose of the FY 2023 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. Funding is provided to perform eligible activities as identified in the Domestic Homeland Security – Federal Emergency Management Agency National Preparedness Directorate Fiscal Year 2023 Homeland Security Grant Program (HSGP), consistent with the Department of Homeland Security State Strategy. Eligible activities are outlined in the Scope of Work for each category below:

I. **Issue and Project Description – Issue 44:** OPSG supports enhanced cooperation and coordination among Customs and Border Protection (CBP), United States Border Patrol (USBP), and federal, state, local, tribal, and territorial law enforcement agencies to improve overall border security. OPSG provides funding to support joint efforts to secure the United States' borders along routes of ingress/egress to and from international borders to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders. OPSG also further enhances the sharing of threat information and intelligence between federal, state, local, tribal, and territorial law enforcement agencies through the development and sustainment of a capable workforce of analysts that have the necessary experience and training, access to open source, unclassified and classified information, products, data, and suspicious activity reporting, as well as necessary services and technology to facilitate analytic capabilities and collaboration.

II. **Categories and Eligible Activities**

FY 2023 allowable costs are divided into the following categories for this agreement: **Planning, Organizational, Exercise, Training, Equipment and Management and Administration.** Each category's allowable costs have been listed in the "Budget Detail Worksheet" above.

A. **Allowable Planning Related Costs**

HSGP funds may be used for a range of emergency preparedness and management planning activities such as those associated with the development, review, and revision of the THIRA, SPR, continuity of operations plans, and other planning activities that support the Goal and placing an emphasis on updating and maintaining a current EOP that conforms to the guidelines outlined in *CPG 101 v 2.0*. Planning efforts may include:

- Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities;
- Developing and implementing homeland security support programs and adopting DHS/FEMA national initiatives;
- Developing related terrorism and other catastrophic event prevention activities;
- Developing and enhancing plans and protocols;
- Developing or conducting assessments;
- Hiring of full-or part-time staff or contract/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties);
- Materials required to conduct planning activities;
- Travel/per diem related to planning activities;
- Overtime and backfill costs (in accordance with operational Cost Guidance);
- Issuance of WHTI-compliant Tribal identification card;
- Activities to achieve planning inclusive of people with disabilities and others with access and functional needs;
- Coordination with Citizen Corps Councils for public information/education and development of volunteer programs;

- Coordination and material support to Citizen Corps Councils and local firehouses for the establishment, training and maintenance of CERTs
- Update governance structures and processes and plans for emergency communications;
- Development, and review and revision of continuity of operations plans;
- Development, and review and revision of the THIRA/SPR continuity of operations plans;
- Developing or conducting equity assessments to address planning and preparedness disparities for historically underserved communities
- Activities to achieve planning inclusive of people with limited English proficiency.

Planning efforts can also include conducting risk and resilience assessments on increasingly connected cyber and physical systems, on which security depends, using the Infrastructure Resilience Planning Framework and related Cybersecurity and Infrastructure Security Agency (CISA) resources. Additionally, SHSP and UASI funds may be used for planning efforts related to state court cybersecurity, 911 call capabilities, alert and warning capabilities, and implementation of the REAL ID Act (Pub. L. No. 109-13).

B. Allowable Organization Related Costs (HSGP and UASI Only)

Sub-Recipients proposed expenditures of HSGP or UASI funds to support organization activities include:

- Program Management;
- Development of whole community partnerships;
- Structures and mechanisms for information sharing between the public and private sector;
- Implementing models, programs, and workforce enhancement initiatives;
- Tools, resources, and activities that facilitate shared situational awareness between the public and private sectors;
- Operational Support;
- Utilization of standardized resource management concepts;
- Responding to an increase in the threat level under the National Terrorism Advisory System (NTAS) or needs resulting from a National Special Security Event;
- Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred (up to 50 percent of the allocation)
- Migrating online services to the ".gov" internet domain; and
- Overtime for information, investigative, and intelligence sharing activities (up to 50 percent of the allocation)
- Paying salaries and benefits for personnel to serve as qualified Intelligence Analysts. Per the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act, Pub. L. No. 110-412, § 2, codified in relevant part, as amended, at 6 U.S.C. § 609(a), HSGP and UASI funds may be used to hire new staff and/or contractor positions to serve as intelligence analysts to enable information/intelligence sharing capabilities, as well as support existing intelligence analysts previously covered by HSGP or UASI funding. See 6 U.S.C. § 609(a). To be hired as an intelligence analyst, staff and/or contractor personnel must meet at least one of the following criteria:

    - Complete training to ensure baseline proficiency in intelligence analysis and production within six months of being hired; and/or,
    - Previously served as an intelligence analyst for a minimum of two years either in a federal intelligence agency, the military, or state and/or local law enforcement intelligence unit.
- Hiring or maintaining staff positions/contractors/consultants at SLTT levels to deliver community preparedness training, resources and material to schools, community-based organizations, faith-based institutions and local businesses.
- Hiring or maintaining staff positions/contractors/consultants to create, support and maintain CERT or Teen CERT

Intelligence Analyst Activities Allowable Costs (HSGP and UASI)
All fusion center analytical personnel must demonstrate qualifications that meet or exceed competencies identified in the Common Competencies for state, local, and tribal Intelligence Analysts, which outlines the minimum categories of training needed for intelligence analysts. A certificate of completion of such training must be on file with the SAA.

The following analytic courses have been reviewed for compliance with the *Common Competencies for State, Local, and Tribal Intelligence Analysts* and approved by FEMA for inclusion in the FEMA National Preparedness Directorate (NPD), National Training and Education Division (NTED) Course Catalog and the FEMA NPD, NTED State and Federal Sponsored Course Catalog.

These courses also meet analytic training requirements for fusion center analysts set forth in the Homeland Security Grant Program (HSGP):

- DHS Basic Intelligence and Threat Analysis Course (BITAC) (DHS-008-PREV)
- DHS Critical Thinking and Analytic Methods (CTAM) (AWR-231)
- DHS Introduction to Risk Analysis Course
- DHS Intermediate Risk Analysis Course
- DHS Principles of Intelligence Writing and Briefing (PIWB) (PER-301)
- Foundations in Intelligence Analysis Training (FIAT) (WV-001-PREV)
- Fundamentals of Suspicious Activity Reporting Analysis (DHS-034-PREV)
- Intelligence Analyst Professional Development Program (IAPDP) – Texas (DHS-032-PREV)
- Intermediate Fusion Center Analyst Training: Analysis and Terrorism Prevention (CA-026-PREV)
- Intermediate Fusion Center Analyst Training: Strategic Analysis and Oral Briefings (CA-025-PREV)
- Law Enforcement Analyst Program (FL-002-PREV)
- ODNI Analysis 101 (DHS-007-PREV)
- Suspicious Activity Reporting: The Analytic Role (DHS-035-PREV)
- Terrorism Intelligence Analysis (CA-018-PREV)

States and Urban Areas must justify proposed expenditures of HSGP or UASI funds to support organization activities within their IJ submission. All Urban Areas are allowed up to 50 percent (50%) of their UASI funding for personnel costs. At the request of a Sub-Recipient of a grant, the FEMA Administrator may grant a waiver of the 50 percent (50%) limitation noted above. Request for waivers to the personnel cap must be submitted by the SAA to GPD in writing on official letterhead, with the following information:

- Documentation explaining why the cap should be waived;
- Conditions under which the request is being submitted; and
- A budget and method of calculation of personnel costs both in percentages of the grant award and in total dollar amount. To avoid supplanting issues, the request must also include a three-year staffing history for the requesting entity.

Organizational activities under HSGP and UASI include:

Operational Overtime Costs. In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism and other catastrophic events, operational overtime costs are allowable for increased protective security measures at critical infrastructure sites or other high-risk locations and to enhance public safety during mass gatherings and high-profile events. In that regard, HSGP Sub-Recipients are urged to consider using grant funding to support soft target preparedness activities. HSGP or UASI funds may be used to support select operational expenses associated with increased security measures in the authorized categories cited below:

- Backfill and overtime expenses for staffing State or Major Urban Area fusion centers;
- Hiring of contracted security for critical infrastructure sites;

- Participation in Regional Resiliency Assessment Program (RRAP) activities;
- Public safety overtime;
- Title 32 or State Active-Duty National Guard deployments to protect critical infrastructure sites, including all resources that are part of the standard National Guard deployment package (Note: Consumable costs, such as fuel expenses, are not allowed except as part of the standard National Guard deployment package);
- Increased border security activities in coordination with CBP;
- National Terrorism Advisory System;
- Designated National Security Events;
- Special Event Assessment Rating (SEAR) Level 1 through 4 Events
- States of Emergency;
- National Critical Infrastructure Prioritization Program (NCIPP);
- Directed Transit Patrols; and
- Operational Support to a Federal Agency.

Operational Overtime Requests:

- Except for an elevated NTAS alert, HSGP or UASI funds may only be spent for operational overtime costs upon prior written approval by FEMA. The SAA must submit operational overtime requests in writing to its assigned FEMA Program Analyst (PA). FEMA will consider requests for special event activities up to one year in advance. However, such requests must be within the award's current period of performance and must not result in the need for a request to extend the period of performance.
- All operational overtime requests must clearly explain how the request meets the criteria of one or more of the categories listed above. Requests must address the threat environment as it relates to the event or activity requiring operational overtime support and explain how the overtime activity is responsive to the threat.
- Post-event operational overtime requests will only be considered on a case-by-case basis, where it is demonstrated that exigent circumstances prevented submission of a request in advance of the event or activity.
- Under no circumstances may DHS/FEMA grant funding be used to pay for costs already supported by funding from another federal source.
- States with UASI jurisdictions can use funds retained at the state level to reimburse eligible operational overtime expenses incurred by the state (per the above guidance limitations). Any UASI funds retained by the state must be used in direct support of the high-risk urban area. States must provide documentation to the UAWG and DHS/FEMA upon request demonstrating how any UASI funds retained by a state would directly support the high-risk urban area.
- FEMA will consult and coordinate with appropriate DHS components as necessary to verify information used to support operational overtime requests.

Personnel Costs (HSGP and UASI)
Personnel hiring, overtime, and backfill expenses are permitted under this grant to perform allowable HSGP planning, training, exercise, and equipment activities. Personnel may include but are not limited to training and exercise coordinators, program managers for activities directly associated with HSGP and UASI funded activities, intelligence analysts, and Statewide interoperability coordinators (SWICs).

Sub-Recipients should refer to **Information Bulletin No. 421b**, Clarification on the Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act of 2008 (Public Law 110–412 – the PRICE Act), October 30, 2019. HSGP funds may not be used to support the hiring of any personnel to fulfil traditional public health and safety duties nor to supplant traditional public health and safety positions and responsibilities.

The following definitions apply to personnel costs:

- ***Hiring.*** State and local entities may use grant funding to cover the salary of newly hired personnel who are exclusively undertaking allowable DHS/FEMA grant activities as specified in this guidance. This may not include new personnel who are hired to fulfill any non-DHS/FEMA program activities under any circumstances. Hiring will always result in a net increase of Full Time Equivalent (FTE) employees.
- ***Overtime.*** These expenses are limited to the additional costs that result from personnel working over and above 40 hours of weekly work time as the direct result of their performance of DHS/FEMA-approved activities specified in this guidance. Overtime associated with any other activity is not eligible.
- ***Backfill-Related Overtime.*** Also called "Overtime as Backfill," these expenses are limited to overtime costs that result from personnel who are working overtime (as identified above) to perform the duties of other personnel who are temporarily assigned to DHS/FEMA-approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of FTE employees.
- Supplanting. Grant funds will be used to supplement existing funds and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants or recipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

C. Allowable Organization Related Costs (OPSG)

Personnel Costs: OPSG funds may be used for domestic travel and per diem, including costs associated with the deployment/redeployment of personnel to border areas and for travel associated with law enforcement entities assisting other local jurisdictions in law enforcement activities (travel costs must be in accordance with applicable travel regulations).

Up to 50 percent of an OPSG award may be used to pay for all personnel costs (only to the extent that such expenses are for the allowable activities within the scope of the grant). At the request of a recipient or Sub-Recipient, the FEMA Administrator (or designee) may waive the 50 percent personnel cap. Waiver decisions are at the discretion of the FEMA Administrator and will be considered on a case-by-case basis. Further, changes in scope or objective also require FEMA's prior written approval pursuant to 2 C.F.R. § 200.308(c)(1)(i). A formal OPSG personnel waiver request should:

- Be on official letterhead, include a written justification, and be signed by the local jurisdiction.
- Include a budget and method of calculation of personnel costs both in the percentage of the grant award and in total dollar amount, reflecting the change in scope or objective to the project.
- Include an approved Operations Order from the USBP Sector office that supports the local jurisdiction's written justification.
- Be coordinated with the USBP Sector, SAA, and the DHS/CBP Office of the Border Patrol (OBP).

As with all OPSG personnel costs, OPSG grant funds shall be used to supplement existing funds and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants or recipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

Temporary or Term Appointments

- Sub-Recipients may utilize temporary or term appointments to augment the law enforcement presence on the borders. However, applying funds toward hiring full-time or permanent sworn public safety officers is unallowable.
- OPSG-funded temporary or term appointments may not exceed the approved period of performance.

    - For OPSG purposes, temporary appointments are non-status appointments for less than one year.
    - For OPSG purposes, term appointments are non-status appointments for one year, extendable for one year as necessary.
- OPSG funding for temporary or term appointments may pay for salary only. Benefits are not allowable expenses for term or temporary employees.
- OPSG remains a non-hiring program. Appropriate uses of temporary or term appointments include:
    - To carry out specific enforcement operations work for ongoing OPSG-funded patrols throughout the Sector Area of Operation;
    - To staff operations of limited duration; such as OPSG-enhanced enforcement patrols targeting specific locations or criminal activity; and,
    - To fill OPSG positions in activities undergoing transition or personnel shortages and local backfill policies (medical/military deployments).
- OPSG term and temporary appointments must have all necessary certifications and training to enforce state and local laws. OPSG funds will not be used to train or certify term or temporary appointments except as otherwise stated in the OPSG section of the Preparedness Grants Manual and the HSGP NOFO.
- In addition to these terms Sub-Recipients must follow their own applicable policies and procedures regarding temporary or term appointments.

Operational Overtime Costs: OPSG funds should be used for operational overtime costs associated with law enforcement activities in support of border law enforcement agencies for increased border security enhancement. Overtime pay is for enhanced patrol for certified public safety officers, along limited support for other law enforcement direct support personnel (e.g., Communication Officers/Dispatchers, non-sworn patrol pilots, etc.). Overtime shall be reimbursed consistent with the non-federal entity's overtime policy and the requirements as stated below:

- Overtime is time worked that exceeds the required number of hours during an employee's designated shift.
- Overtime must be worked to increase patrol capacity and be in support of identified and approved USBP border security operations.
- The OPSG overtime hourly rate of pay will be no more than the approved overtime rate per local law and policy and must be in accordance with applicable State and Federal regulations.
- All overtime expenses under OPSG must be reasonable for the services rendered and conform to the non-federal entity's established written policy, which must apply to both federally funded and non-federally funded activities and comply with the other applicable requirements under 2 C.F.R. §§ 200.430-200.431.
- The non-federal entity may not utilize OPSG funding to pay for an employee's overtime hours or pay that exceeds 16 hours worked in any 24-hour period.

Unallowable Costs (OPSG)
OPSG unallowable costs include costs associated with evidence collection, arrest processing, prosecution, and Traffic/DUI checkpoints, such as evidence documentation cameras, fingerprinting supplies, alcohol breathalyzers, portable work lights, traffic barricades, and similar law enforcement expenses. Additional unallowable costs also include costs associated with staffing and general IT computing equipment and hardware, such as personal computers, faxes, copy machines, modems, etc. OPSG is not intended as a hiring program. Therefore, applying funds toward hiring full-time or permanent sworn public safety officers is unallowable. OPSG funding shall not be used to supplant inherent routine patrols and law enforcement operations or activities not directly related to providing enhanced coordination between local and federal law enforcement agencies. Finally, construction and/or renovation costs, and exercise expenses are prohibited under OPSG.

D. Management and Administration (M&A)

Management and administration (M&A) activities are those directly relating to the management and administration of HSGP funds, such as financial management and monitoring. Sub-Recipients awarded M&A costs under this agreement can retain a maximum of up to 5% of their total agreement award amount for M&A costs.

Allowable M&A activities include:

- Hiring of full-time or part-time staff or contractors/consultants:
  - To assist with the management of the respective grant program.
  - To assist with application requirements.
  - To assist with compliance reporting and data collection requirements.
- Development of operating plans for information collection and processing necessary to respond to DHS/FEMA data calls
- Overtime and backfill costs
- Travel
- Meeting related expenses
- Authorized office equipment
- Recurring expenses such as those associated with cell phones and faxes during the period of performance of the grant program
- Leasing or renting of space for newly hired personnel during the period of performance of the grant program
- Completing the Civil Rights Evaluation Tool
- Conducting activities related to evaluating project effectiveness for HSGP-funded projects

Management and Administration (M&A) (OPSG)

Management and administration (M&A) activities are those directly relating to the management and administration of OPSG funds, such as financial management and monitoring. Recipients may retain up to 2.5% of the overall OPSG allocation prior to passing-through funding to Sub-Recipients. This funding must be deducted in an equal percentage from each Sub-Recipient. Sub-Recipients and friendly forces may retain funding for M&A purposes; however, the total amount retained cannot exceed 5 percent of the Sub-Recipient's subaward. Friendly forces are local law enforcement entities that are subordinate Sub-Recipients under OPSG. In other words, friendly forces are entities that receive a subaward from a Sub-Recipient under the OPSG program. Friendly forces must comply with all requirements of Sub-Recipients under 2 C.F.R. Part 200.

E. Allowable Equipment Related Costs (SHGP and UASI)

The 21 allowable prevention, protection, mitigation, response, and recovery equipment categories for HSGP are listed on the Authorized Equipment List (AEL). The AEL is available at https://www.fema.gov/authorized-equipment-list. Some equipment items require prior approval from DHS/FEMA before obligation or purchase of the items. Please reference the grant notes for each equipment item to ensure prior approval is not required or to ensure prior approval is obtained if necessary. Unless otherwise stated, all equipment must meet all mandatory regulatory and/or DHS/FEMA-adopted standards to be eligible for purchase using these funds. In addition, recipients will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Grant funds may be used for the procurement of medical countermeasures. Procurement of medical countermeasures must be conducted in collaboration with State/city/local health departments who administer Federal funds from HHS for this purpose. Procurement must have a sound threat-based justification with an aim to reduce the consequences of mass casualty incidents during the first crucial hours of a response. Prior to procuring pharmaceuticals, grantees must have in place an inventory management plan to avoid large periodic variations in supplies due to coinciding purchase and expiration dates. Grantees are encouraged to enter into rotational procurement agreements with vendors and distributors. Purchases of pharmaceuticals must include a budget for the disposal of

expired drugs within each fiscal year's period of performance for HSGP. The cost of disposal cannot be carried over to another FEMA grant or grant period.

The equipment, goods, and supplies ("the eligible equipment") purchased with funds provided under this agreement are for the purposes specified in "Florida's Domestic Security Strategy". Equipment purchased with these funds will be utilized in the event of emergencies, including, but not limited to, terrorism-related hazards. The Sub-Recipient shall place the equipment throughout the State of Florida in such a manner that, in the event of an emergency, the equipment can be deployed on the scene of the emergency or be available for use at a fixed location within two (2) hours of a request for said deployment. The Florida Division of Emergency Management (FDEM) must approve any purchases of equipment not itemized in a project's approved budget in advance of the purchase.

The Sub-Recipient will, in accordance with the statewide mutual aid agreement or other emergency response purpose as specified in the "Florida Domestic Security Strategy," ensure that all equipment purchased with these funds is used to respond to any and all incidents within its regional response area as applicable for so long as this Agreement remains in effect. Prior to requesting a response, the FDEM will take prudent and appropriate action to determine that the level or intensity of the incident is such that the specialized equipment and resources are necessary to mitigate the outcome of the incident.

Allowable Equipment (OPSG)
OPSG equipment is intended to be incidental to the enhanced border security operations being performed. The grant is not intended to be used to outfit or supply general equipment to SLTT law enforcement agencies. Equipment must be relatable to and justified by the operational benefit it will provide.

- **Equipment Marking**. Because equipment purchased with OPSG funding is intended to be used to support OPSG activities, it may be appropriately marked to ensure its ready identification and primary use for that purpose. When practicable, any equipment purchased with OPSG funding should be prominently marked as follows:

  "Purchased with DHS funds for Operation Stonegarden Use"

- **Fuel Cost and/or Mileage Reimbursement**. There is no cap for reimbursement of fuel and mileage costs in support of operational activities.

- **Vehicle and Equipment Acquisition, Including Leasing and Rentals:** Allowable purchases under OPSG include patrol vehicles and other mission-specific equipment whose primary purpose is to increase operational capabilities on or near a border nexus in support of approved border security operations. A detailed justification must be submitted to the respective FEMA HQ Program Analyst prior to purchase.

- **Medical Emergency Countermeasures:** Allowable purchases under OPSG include narcotic antagonist pharmaceuticals, detection and identification equipment, safe storage and transportation, personnel protective equipment, and initial equipment training, as will be reflected in the AEL and explained in IB 438.

Additional Equipment Information

FEMA Policy 207-22-0002: **Prohibited or Controlled Equipment Under FEMA Awards** establishes both a prohibited equipment list and a controlled equipment list.

Prohibited Equipment List: Identifies items that are prohibited from purchase under FEMA awards. The list also includes exceptions for otherwise prohibited items that are allowable under certain circumstances, as well as procedures for obtaining FEMA approval for those items. Subrecipients should refer to applicable program guidance or contact appropriate SAA program staff to determine

whether a particular type of equipment is allowable under a specific grant program. The list of prohibited items includes, but is not limited to:

- Weapons, weaponized aircraft, vessels, and vehicles of any kind
- Weaponized drones and weapons systems
- Ammunition
- Explosives
- Armored and Tactical Vehicles, with certain exceptions

Controlled Equipment List: Identifies certain items that may only be purchased with FEMA awards if additional certifications and controls are imposed on their acquisition or use. Even if equipment is listed as controlled equipment and is not outright prohibited, that does not automatically make it allowable under a particular FEMA program. Subrecipients should refer to applicable program guidance or contact applicable SAA program staff to determine if a particular type of equipment is allowable under that program. The list of controlled items includes, but is not limited to:

- Manned Aircraft, Fixed and Rotary Wing
- Unmanned Aircraft Systems (UAS) and Small Unmanned Aircraft Systems (SUAS)
- Kinetic Entry/Breaching Apparatus

Grant subrecipients may not modify equipment acquired using federal resources in a manner that would cause it to be considered prohibited equipment. In addition, grant recipients and subrecipients may not modify equipment acquired using federal resources that would cause it to be considered controlled equipment, absent specific written approval from FEMA and adherence to all relevant requirements.

F. Unallowable Equipment Costs (HSGP, UASI and OPSG)

Per FEMA policy, the purchase of weapons and weapons accessories, including ammunition, is not allowed with HSGP funds. Grant funds may not be used for the purchase of equipment not approved by DHS/FEMA. Grant funds must comply with **IB 426** and may not be used for the purchase of the following equipment:

- Firearms; ammunition; grenade launchers; bayonets; or weaponized aircraft, vessels, or vehicles of any kind with weapons installed.
- Unauthorized exercise-related costs include:
    - Reimbursement for the maintenance or wear and tear costs of general use vehicles (e.g., construction vehicles), medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances).
    - Equipment that is purchased for permanent installation and/or use, beyond the scope of the conclusion of the exercise (e.g., electronic messaging sign).

G. Requirements for Small Unmanned Aircraft System (SHSP, UASI, and OPSG)

All requests to purchase Small Unmanned Aircraft Systems (SUAS) with FEMA grant funding must comply with **IB 426 and IB 438** and include a description of the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties of the jurisdiction that will purchase, take title to or otherwise use the SUAS equipment.

H. Acquisition and Use of Technology to Mitigate UAS (Counter-UAS)

Prior to the testing, acquisition, installation, or use of UAS detection and/or mitigation systems, Sub-Recipients should seek the advice of counsel experienced with both federal and state criminal, surveillance, and communications laws. Sub-Recipients should conduct their own legal and technical analysis of each UAS detection and/or mitigation system and should not rely solely on vendors' representations of the systems' legality or functionality. For further information please see the DHS press release on this topic: https://www.dhs.gov/news/2020/08/17/interagency-issues-advisory-use-technology-detect-and-mitigate-unmanned-aircraft.

I. **Allowable Training Related Costs (SHGP and UASI)**
Allowable training-related costs under HSGP include the establishment, support, conduct, and attendance of training specifically identified under the HSGP and UASI programs and/or in conjunction with emergency preparedness training by other Federal agencies (e.g., HHS and DOT). Training conducted using HSGP funds should address a performance gap identified through an AAR/IP or other assessments (e.g., National Emergency Communications Plan NECP Goal Assessments) and contribute to building a capability that will be evaluated through a formal exercise. Any training or training gaps, including those for children, older adults, pregnant women, and individuals with disabilities and others who also have access or functional needs, should be identified in the AAR/IP and addressed in the state or Urban Area training cycle. Sub-Recipients are encouraged to use existing training rather than developing new courses. When developing new courses, Sub-Recipients are encouraged to apply the Analysis, Design, Development, Implementation and Evaluation (ADDIE) model of instructional design. Allowable training activities include:

- Overtime and backfill for emergency preparedness and response personnel attending DHS/FEMA-sponsored and approved training classes
- Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA training
- Training workshops and conferences
- Activities to achieve training inclusive of people with disabilities and others with access and functional needs
- Full- or part-time staff or contractors/consultants
- Travel
- Supplies associated with allowable approved training that are expended or consumed during the course of the planning and conduction of the exercise project(s)
- Instructor certification/re-certification
- Coordination with Citizen Corps Councils in conducting training exercises
- Preparedness training for community preparedness initiatives and programs
- Interoperable communications training
- Activities to achieve training inclusive of people with limited English proficiency
- Immigration enforcement training

Additional Training Information
Per DHS/FEMA Grant Programs Directorate Policy IB 432, *Review and Approval Requirements for Training Courses Funded Through Preparedness Grants,* issued on July 19, 2018, states, territories, Tribal entities and high-risk urban areas are no longer required to request approval from FEMA for personnel to attend non-DHS FEMA training as long as the training is coordinated with and approved by the state, territory, Tribal or high-risk urban area Training Point of Contact (TPOC) and falls within the FEMA mission scope and the jurisdiction's Emergency Operations Plan (EOP). The only exception to this policy is for Countering Violent Extremism courses. DHS/FEMA will conduct periodic reviews of all state, territory, and Urban Area training funded by DHS/FEMA. These reviews may include requests for all course materials and physical observation of, or participation in, the funded training. If these reviews determine that courses are outside the scope of this guidance, Sub-Recipients will be asked to repay grant funds expended in support of those efforts.

For further information on developing courses using the instructional design methodology and tools that can facilitate the process, TPOCs are encouraged to review the *NTED Responder Training Development Center (RTDC)* website.

DHS/FEMA Provided Training. These trainings include programs or courses developed for and delivered by institutions and organizations funded by DHS/FEMA. This includes the Center for Domestic Preparedness (CDP), the Emergency Management Institute (EMI), and the National Training and Education Division's (NTED) Training Partner Programs (TPP). TPP includes the Center for Homeland Defense and Security, National Domestic Preparedness Consortium (NDPC), Rural Domestic

Preparedness Consortium (RDPC), and training partners through the Continuing Training Grants program.

Approved State and Federal Sponsored Course Catalogue. This catalogue lists state and Federal sponsored courses that fall within the DHS/FEMA mission scope and have been approved through the FEMA course review and approval process. An updated version of this catalog can be accessed at: www.firstrespondertraining.gov.

Training Not Provided by DHS/FEMA. These trainings include courses that are either state sponsored or Federal sponsored (non-DHS/FEMA), coordinated and approved by the SAA or their designated TPOC, and fall within the DHS/FEMA mission scope to prepare state, local, Tribal, and territorial personnel to prevent, protect against, mitigate, respond to, and recover from acts of terrorism or catastrophic events.

- **State Sponsored Courses**. These courses are developed for and/or delivered by institutions or organizations other than Federal entities or FEMA and are sponsored by the SAA or their designated TPOC.
- **Joint Training and Exercises with the Public and Private Sectors**. These courses are sponsored and coordinated by private sector entities to enhance public-private partnerships for training personnel to prevent, protect against, mitigate, respond to, and recover from acts of terrorism or catastrophic events. In addition, States, territories, Tribes, and Urban Areas are encouraged to incorporate the private sector in government-sponsored training and exercises.

Additional information on both DHS/FEMA provided training and other federal and state training can be found at: www.firstrespondertraining.gov.

Training Information Reporting System ("Web-Forms"). Web-Forms is an electronic form/data management system built to assist the SAA and its designated State, territory and Tribal Training Point of Contact (TPOC). Reporting training activities through Web-Forms is not required under FY 2023 HSGP, however, the system remains available and can be accessed through the FEMA Toolkit located at https://www.firstrespondertraining.gov/frt/webforms in order to support grantees in their own tracking of training deliveries.

FDEM State Training Office Conditions: For the purposes of this Agreement, any training course listed on the DHS approved course catalog qualifies as an authorized course. The Sub-Recipient can successfully complete an authorized course either by attending or conducting that course.

- In order to receive payment for successfully attending an authorized training course, the Sub-Recipient shall provide the Division with a certificate of course completion; additionally, the Sub-Recipient shall provide the Division with all receipts that document the costs incurred by the Sub-Recipient in order to attend the course.
- In order the receive payment for successfully conducting an authorized course, the Sub-Recipient shall provide the Division with the course materials and a roster sign-in sheet; additionally, the Sub-Recipient shall provide the Division with all receipts that document the costs incurred by the Sub-Recipient in order to conduct the course."
- For courses that are non-DHS approved training, Sub-Recipient shall request approval to conduct training through the use of the Non-TED Form and provide a copy, along with email, showing approval granted for conduct.
- For the conduct of training workshops, Sub-Recipient shall provide a copy of the course materials and sign-in sheets.

- The number of participants shall be a minimum of 15 in order to justify the cost of holding a course. For questions regarding adequate number of participants please contact the FDEM State Training Officer for course specific guidance. Unless the Sub-Recipient receives advance written approval from the State Training Officer for the number of participants, then the Division shall reduce the amount authorized for reimbursement on a pro-rata basis for any training with less than 15 participants.

- The Sub-Recipient shall include with the reimbursement package a separate copy of the page(s) from the State (and County or Regional) Integrated Preparedness Plan (IPP) reflecting the training.

Certain training activities require Environmental Planning and Historic Preservation (EHP) Review, including exercises, drills or training that require any land, water, or vegetation disturbance or building of temporary structures or that are not located at facilities designed to conduct training and exercises. Please reference the EHP sections in the NOFO and this Agreement for more information.

J. Allowable Exercise Related Costs

Exercises conducted with grant funding should be managed and conducted consistent with HSEEP. HSEEP guidance for exercise design, development, conduct, evaluation, and improvement planning is located at https://www.fema.gov/emergency-managers/national-preparedness/exercises/hseep. Allowable exercise activities include:

- Design, Develop, Conduct, and Evaluate an Exercise
- Full or part-time staff or contractors/consultants
- Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA exercise
- Implementation of HSEEP
- Activities to achieve exercises inclusive of people with disabilities and others with access and functional needs
- Travel
- Supplies associated with allowable approved exercises
- Interoperable communications exercises

Additional Exercise Information

Sub-Recipients that decide to use HSGP funds to conduct an exercise(s) are encouraged to complete a progressive exercise series. Exercises conducted by states and high risked urban areas may be used to fulfill similar exercise requirements required by other grant programs. Sub-Recipients are encouraged to invite representatives/planners involved with other Federally mandated or private exercise activities. States and high risked urban areas are encouraged to share, at a minimum, the multi-year training and exercise schedule with those departments, agencies, and organizations included in the plan.

- ***Validating Capabilities.*** Exercises examine and validate capabilities-based planning across the Prevention, Protection, Mitigation, Response, and Recovery mission areas. The extensive engagement of the whole community, including but not limited to examining the needs and requirements for individuals with disabilities, individuals with limited English proficiency, and others with access and functional needs, is essential to the development of an effective and comprehensive exercise program. Exercises are designed to be progressive – increasing in scope and complexity and drawing upon results and outcomes from prior exercises and real-world incidents – to challenge participating communities. Consistent with Homeland Security Exercise and Evaluation Program guidance and tools, the National Exercise Program (NEP) serves as the principal exercise mechanism for examining national preparedness and measuring readiness. Exercises should align with priorities and capabilities identified in an IPP.

- ***Special Event Planning.*** If a state or Urban Area will be hosting a special event (e.g., Super Bowl, G-8 Summit), the special event planning should be considered as a training or exercise activity for the purpose of the IPP. States must include all confirmed or planned special events in the IPP. The state or Urban Area may plan to use HSGP or UASI funding to finance training and exercise activities in preparation for those events. States and Urban Areas should also consider exercises at major venues (e.g., arenas, convention centers) that focus on evacuations, communications, and command and control.

- ***Regional Exercises.*** States should also anticipate participating in at least one Regional Exercise annually. States must include all confirmed or planned special events in the IPP.

- ***Role of Non-Governmental Entities in Exercises.*** Non-governmental participation in all levels of exercises is strongly encouraged. Leaders from non-governmental entities should be included in the planning, design, and evaluation of an exercise. State, local, Tribal, and territorial jurisdictions are encouraged to develop exercises that test the integration and use of non-governmental resources provided by non-governmental entities, defined as the private sector and private non-profit, faith-based, community, participation in exercises should be coordinated with the local Citizen Corps Council(s) or their equivalent and other partner agencies.

FDEM State Training Office conditions for Exercises: For the purposes of this Agreement, any exercise which is compliant with HSEEP standards and contained in the State of Florida (and County or Regional) IPP qualifies as an authorized exercise. The Sub-Recipient can successfully complete an authorized exercise either by attending or conducting that exercise.

- In order to receive payment for successfully attending an authorized exercise, the Sub-Recipient shall provide the Division with a certificate of completion or similar correspondence signed by the individual in charge of the exercise; additionally, the Sub-Recipient shall provide the Division with all receipts that document the costs incurred by the Sub-Recipient in order to attend the exercise.

- In order the receive payment for successfully conducting an authorized exercise, the Sub-Recipient shall provide the Division with an ExPLAN, AAR/IP, IPC/MPC/FPC Meeting Minutes and Sign-in Sheet for exercise attendees; additionally, the Sub-Recipient shall provide the Division with all receipts that document the costs incurred by the Sub-Recipient in order to conduct the exercise. *The Sub-Recipient shall include with the reimbursement package a separate copy of the page(s) from the Exercise Plan which identifies the participant agencies and a printed page(s) from the State (and County or Regional) IPP reflecting the exercise.*

- If you require food/water for this event, the request shall come to the Division within 25 days prior to the event, in the following format:

  Exercise Title:
  Location:
  Exercise Date:
  Exercise Schedule:
  Estimated Number of Participants that will be fed:
  Estimated Cost for food/water:
  Description of the Exercise:

Certain exercise activities require Environmental Planning and Historic Preservation (EHP) Review, including exercises, drills or training that require any land, water, or vegetation disturbance or building of temporary structures or that are not located at facilities designed to conduct training and exercises. Please reference the EHP sections in the NOFO and this Agreement for more information.

K. Maintenance and Sustainment (SHSP, UASI, and OPSG)

The use of DHS/FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable, as described in FEMA Policy FP 205-402-125-1 under all active and future grant awards, unless otherwise noted. Except for maintenance plans or extended warranties purchased incidental to the original purchase of the equipment, the period covered by maintenance or warranty plan shall not exceed the POP of the specific grant funds used to purchase the plan or warranty.

Grant funds are intended to support the Goal by funding projects that build and sustain the core capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide recipients the ability to meet this objective, the policy set forth in FEMA's IB 379, Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding, initially for FY 2007-2011, allows for the expansion of eligible maintenance and sustainment costs which must be in (1) direct support of existing capabilities; (2) must be an otherwise allowable expenditure under the applicable grant program; (3) be tied to one of the core capabilities in the five mission areas contained within the Goal, and (4) shareable through the Emergency Management Assistance Compact. Additionally, eligible costs may also be in support of equipment, training, and critical resources that have previously been purchased with either federal grant or any other source of funding other than DHS/FEMA preparedness grant program dollars.

L. Law Enforcement Terrorism Prevention (LETP) Activities Allowable Costs

LETP Activities eligible for use of LETPA focused funds include but are not limited to:

- Maturation and enhancement of designated state and major Urban Area fusion centers, including information sharing and analysis, threat recognition, terrorist interdiction, and intelligence analysts training and salaries;
- Coordination between fusion centers and other intelligence, operational, analytic, or investigative efforts including, but not limited to Joint Terrorism Task Forces (JTTFs), Field Intelligence Groups (FIGs), High Intensity Drug Trafficking Areas (HIDTAs), Regional Information Sharing Systems (RISS) Centers, criminal intelligence units, real-time crime analysis centers and DHS intelligence, operational, analytic, and investigative entities;
- Regional counterterrorism training programs for small, medium, and large jurisdictions to exchange information and discuss the current threat environment, lessons learned, and best practices to help prevent, protect against, and mitigate acts of terrorism;
- Support for coordination of regional full-scale training exercises (federal, state, and local law enforcement participation) focused on terrorism-related events;
- Law enforcement Chemical, Biological, Radiological, Nuclear, and high yield Explosives detection and response capabilities, such as bomb detection/disposal capability deployment, sustainment, or enhancement, including canine teams, robotics platforms, and x-ray technology;
- Implementation and maintenance of the Nationwide SAR Initiative, including training for front line personnel on identifying and reporting suspicious activities, tips/leads, and online/social media-based threats, as well as the execution and management of threat assessment programs to identify, evaluate, and analyze indicators and behaviors indicative of terrorism, targeted violence, threats to life, and other criminal activity;
- Management and operation of activities that support the execution of the intelligence process and fusion centers, including but not limited to: Fusion Liaison Officer (FLO) programs, security programs to protect the facility, personnel, and information, and the protection of privacy, civil rights, and civil liberties.
- Implementation of the "If You See Something, Say Something" campaign to raise public awareness of indicators of terrorism and terrorism-related crime and associated efforts to increase the sharing of information with public and private sector partners, including nonprofit organizations.

- Note: DHS requires that all public and private sector partners wanting to implement and/or expand the DHS "If You See Something, Say Something®" campaign using grant funds work directly with the DHS Office of Partnership and Engagement (OPE) to ensure all public awareness materials (e.g., videos, posters, tri-folds, etc.) are consistent with the DHS's messaging and strategy for the campaign and compliant with the initiative's trademark, which is licensed to DHS by the New York Metropolitan Transportation Authority. Coordination with OPE, through the Campaign's Office (seesay@hq.dhs.gov), must be facilitated by FEMA.

- Increase physical security, through law enforcement personnel and other protective measures, by implementing preventive and protective measures at critical infrastructure site or at-risk nonprofit organizations;
- Development of countering violent extremism programs, projects, and initiatives, addressing prevention, intervention, and diversion efforts, including training on roles of law enforcement and how to effectively partner with law enforcement; developing and promoting training specifically for law enforcement executives and frontline officers on potential behaviors and indicators of violent extremism and how to appropriately analyze and report them; supporting community and law enforcement engagement strategies such as table top exercises, roundtable events, town hall meetings, and peer to peer activities; funding for existing and/or expansion of law enforcement community relations efforts, support for the development of community engagement plans, and joint projects to increase the awareness of violent extremist threats and community mitigation solutions;
- Building and sustaining preventive radiological and nuclear detection capabilities, including those developed through the Securing the Cities initiative; and
- Integration and interoperability of systems and data, such as computer aided dispatch (CAD) and record management systems (RMS), to facilitate the collection, evaluation, and assessment of suspicious activity reports, tips/leads, and online/social media-based threats.

M. Law Enforcement Readiness (SHSP, UASI, and OPSG)

SHSP, UASI, or OPSG grant funds may be requested and may be approved on a case-by-case basis for immigration enforcement training in support of the border security mission. Requests for training will be evaluated on a case-by-case basis and can only be used for certification in the section 287(g) program provided by DHS/ICE. SHSP, UASI, or OPSG Sub-Recipients with agreements under section 287(g) of the Immigration and Nationality Act (8 U.S.C. § 1357(g)) to receive delegated authority for immigration enforcement within their jurisdictions may also be reimbursed for section 287(g) related operational activities with approval from FEMA on a case-by-case basis. For OPSG, Sub-Recipients must be authorized by USBP Headquarters and Sectors, and operational activities must be coordinated through a USBP Sector.

OPSG grant funds may be used to increase operational, material, and technological readiness of SLTT law enforcement agencies. The Delegation of Immigration Authority, Section 287(g) of the Immigration and Nationality Act (INA) program allows a state or local law enforcement entity to enter into a partnership with ICE, under a joint Memorandum of Agreement (MOA), to receive delegated authority for immigration enforcement within their jurisdictions.

N. Regional Border Projects (OPSG)

Sub-Recipients are encouraged to prioritize the acquisition and development of regional projects on the borders to maximize interoperability and coordination capabilities among federal agencies and with state, local, and tribal law enforcement partners. Such regional projects include:

- Communications equipment:
- Radio systems and repeaters
- Integration with regional intelligence and information sharing effort (i.e. fusion centers)
  - o Intelligence analysts
- Situational Awareness equipment:
  - o License Plate Reader Networks

o Visual detection and surveillance systems
o Sensor Systems
o Radar Systems (for air and/or marine incursions)
o Aircraft systems (manned or unmanned)

O. Critical Emergency Supplies (SHSP and UASI)

Critical emergency supplies, such as shelf stable products, water, and medical equipment and supplies are an allowable expense under SHSP and UASI. Prior to the allocation of grant funds for stockpiling purposes, each state must have DHS/FEMA's approval of a five-year viable inventory management plan, which should include a distribution strategy and related sustainment costs if planned grant expenditure is over $100,000.00.

If grant expenditures exceed the minimum threshold, the five-year inventory management plan will be developed by the recipient and monitored by FEMA. FEMA will provide program oversight and technical assistance as it relates to the purchase of critical emergency supplies under UASI. FEMA will establish guidelines and requirements for the purchase of these supplies under UASI and monitor development and status of the state's inventory management plan.

P. Construction and Renovation (SHSP and UASI)

Project construction using SHSP and UASI funds shall not exceed the greater of $1,000,000 or 15% of the grant award. For the purposes of the limitations on funding levels, communications towers are not considered construction.

Written approval must be provided by DHS/FEMA prior to the use of any HSGP funds for construction or renovation. When applying for construction funds, recipients shall submit evidence of approved zoning ordinances, architectural plans, and any other locally required planning permits. Additionally, recipients are required to submit a SF-424C form with budget detail citing the project costs, and an SF-424D Form for standard assurances for the construction project.

Recipients using funds for construction projects must comply with the Davis-Bacon Act (codified as amended at 40 U.S.C. §§ 3141 et seq.). Recipients shall ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character like the contract work in the civil subdivision of the State in which the work is to be performed. Additional information regarding compliance with the Davis-Bacon Act, including Department of Labor (DOL) wage determinations, is available online at https://www.dol.gov/whd/govcontracts/dbra.htm.

Recipients using funds for construction projects shall also comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
(2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all

components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Q. Communications Towers

When applying for funds to construct communication towers, Sub-Recipients shall submit evidence that the Federal Communication Commission's Section 106 of the National Historic Preservation Act, Pub. L. No. 89-665, as amended, review process has been completed.

R. Disposition

When original or replacement equipment, including excepted and controlled items, acquired under a federal award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, except as otherwise provided in federal statutes, regulations, or federal awarding agency disposition instructions, the Sub-Recipient shall request disposition instructions from FDEM Office of Domestic Preparedness and the State Administrative Agency shall request disposition instructions from federal awarding agency as required by the terms and conditions of the federal award. ***Excepted or controlled equipment shall not be transferred and shall remain in the possession of the original FEMA grant recipient.***

The Sub-Recipient shall notify the FDEM Office of Domestic Preparedness at: 2555 Shumard Oak Blvd., Tallahassee, Florida 32399 one (1) year in advance of the expiration of the equipment's posted shelf-life or normal life expectancy or when it has been expended. The Sub-Recipient shall notify the Division immediately if the equipment is destroyed, lost, or stolen.

S. Ensuring the Protection of Civil Rights

As the Nation works towards achieving the National Preparedness Goal, it is important to continue to protect the civil rights of individuals. Sub-Recipients shall carry out their programs and activities, including those related to the building, sustainment, and delivery of core capabilities, in a manner that respects and ensures the protection of civil rights for protected populations.

Federal civil rights statutes, such as Section 308 of the Stafford Act, Section 504 of the Rehabilitation Act of 1973, and Title VI of the Civil Rights Act of 1964, Age Discrimination Act, along with DHS and FEMA regulations, prohibit discrimination on the basis of race, color, national origin, sex, religion, age, disability, limited English proficiency, or economic status in connection with programs and activities receiving federal financial assistance from FEMA.

Monitoring and oversight requirements in connection with Sub-Recipient compliance with federal civil rights laws are also authorized pursuant to 44 C.F.R Part 7.

In accordance with civil rights laws and regulations, Sub-Recipients shall ensure the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment.

T. National Incident Management System (NIMS) Implementation (HSGP, OPSG, UASI only)

NIMS provides stakeholders across the whole community with the shared vocabulary, systems, and processes to successfully deliver the capabilities described in the National Preparedness System.

and Sub-Recipients of federal preparedness (non-disaster) grant awards, jurisdictions and organizations must achieve, or be actively working to achieve, all of the NIMS Implementation Objectives. The objectives can be found on the NIMS webpage at https://www.fema.gov/emergency-managers/nims/implementation-training.

U. FirstNet

FirstNet provides public safety entities with mission-critical broadband data capabilities and services including, but not limited to messaging, image sharing, video streaming, group text, voice, data storage, application, location-based services, and Quality of Service, Priority, and Preemption. Public safety entities seeking to enhance their operational capabilities using broadband technology may seek grant funding from appropriate programs to support the following:

- Planning for integration of information technology (IT) infrastructure, software, and site upgrades necessary to connect to FirstNet
- Handheld broadband devices including smartphones, feature phones, tablets, wearables, push-to-talk (PTT) devices
- Vehicle-mounted or otherwise field operated data devices, such as ruggedized laptops
- Network access devices, including portable Wi-Fi devices, Universal Serial Bus (USB) modems/dongles, trunk-mounted modems, routers
- Customer-Owned and Managed (COAM) broadband deployable equipment, enabling public safety to own and dispatch coverage expansion or capacity enhancement equipment within their jurisdiction
- Broadband device accessories that enable efficient and safe public safety operations such as headsets, belt clips, earpieces, remote Bluetooth sensors, ruggedized cases
- Subscriber Identification Modules (SIMs)/Universal Integrated Circuit Cards (UICCs) to allow public safety users to update existing devices to operate on public safety prioritized services
- One-time purchase and subscription-based applications for public safety use which could include, among several other options, enterprise mobility management (EMM), mobile device management (MDM), mobile Virtual Private Network (VPN), identity services, or cloud service tools

Sub-Recipients must be coordinated with the Statewide Interoperability Coordinator (SWIC) and FirstNet on the planning, deployment timelines, and operational availability of the network deployment within a specific state or territory and to ensure that project does not conflict with network planning efforts and complies with all technical requirements. FirstNet requires participating agencies to demonstrate a subscription to public safety-prioritized broadband services to purchase FirstNet broadband devices or applications. Sub-Recipients must coordinate with FirstNet in advance of any strategic acquisition of broadband LTE equipment to ensure that purchases adhere to all applicable standards for public safety entities.

V. SAFECOM

All Sub-Recipients using preparedness grant funding to support emergency communications systems and equipment must meet applicable SAFECOM Guidance. Sub-Recipients must be coordinated with the SWIC and the State Interoperability Governing Body (SIGB) to ensure interoperability and long-term compatibility.

W. Cybersecurity

Sub-Recipients must use HSGP funds for cybersecurity projects that support the security and functioning of critical infrastructure and core capabilities as they relate to preventing, preparing for, protecting against, or responding to acts of terrorism. Sub-Recipients of FY 2023 HSGP grant awards will be required to complete the 2022 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The NCSR is an annual requirement and Sub-Recipients must complete the first available NCSR offered after this subaward has been issued.

X. Procurement

The purpose of the procurement process is to ensure a fair and reasonable price is paid for the services provided. All procurement transactions shall be conducted in a manner providing full and open competition and shall comply with the standards articulated in:

- 2 C.F.R. Part 200;
- Chapter 287, Florida Statues; and,
- Sub-Recipient's local procurement policy.

To the extent that one standard is more stringent than another, the Sub-Recipient shall follow the more stringent standard. For example, if a state statute imposes a stricter requirement than a federal regulation, then the Sub-Recipient shall adhere to the requirements of the state statute.

The State of Florida procurement policy and procedure is as follows:

Amount	Documentation Required
Up to $2,499	Shall be carried out using good purchasing practices which may include certification of written or telephone quotes
$2,500 but less than 35,000	Submit summary of 2 (minimum) written quotes, signed by the vendor representative.
> $35,000	For vendors not on STC; submit documentation of Invitation to Bid Process (ITB), Request for Proposal (RFP) or Intent to Negotiate (ITN)
All Sole Source	FDEM pre-approval is required
Alternative Contract Source	Commodities or Services available to the State via outside contract vehicle. A copy of the executed contract shall be submitted along with additional quotes if GSA 70 or GSA 84.

Formal Competitive Solicitations: $35,000 and above and not available on STC include Invitation to Bid (ITB), Request for Proposal (RFP), or Invitation to Negotiate (ITN). Each requires a Scope of Work that meets all statutory requirements and formal posting or publication processes. **Subrecipients shall submit their formal solicitation documentation and subsequent vendor selection documentation for approval prior to initiating any work.**

The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient. Consistent with 2 C.F.R. § 200.325, the Division shall review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. § 200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. § 200.318(k), the Division shall not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications.

The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible.

If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

- Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,
- Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

Examples of when to use each method:

Invitation to Bid: Procurement by sealed bidding is a method where bids are publicly solicited through formal advertising. It is when a Sub-Recipient can establish precise specifications for a commodity or service defining, with specificity, as further outlined in the scope of work.

Under this procurement method, the solicitation document used is known as the ITB. Sealed bidding is often utilized when the Sub-Recipient's requirements are known and specific in detail.

The sealed bid method is the preferred method for procuring construction services and is appropriate when the following conditions are present:

- Complete, adequate, and realistic specifications or purchase descriptions are available;
- Two or more responsible bidders are willing and able to compete effectively for the business;

The Sub-Recipient primarily selects the successful bidder based on price. This includes the price-related factors included within the solicitation. Other than the responsibility determination, the Sub-Recipient shall not select a contractor on the basis of non-price-related factors.

Sub-Recipients shall publicly advertise the ITB. The precise manner of advertising depends upon the facts and circumstances of the procurement, subject to any applicable state, local, and/or tribal requirements.

Sub-Recipients shall solicit bids from an adequate number of known suppliers. The regulation does not provide specific guidance regarding the method for soliciting additional bids or what constitutes an adequate number of qualified sources. These determinations shall be dependent upon the facts and circumstances of the procurement, subject to any relevant state, local, and/or federal requirements. The general requirements for an ITB are as follows:

- The ITB shall define the items or services including any specifications and pertinent attachments so potential bidders can properly respond.
- The subrecipient shall provide potential bidders sufficient time to prepare and submit bids prior to the date set for bid opening.
- All bids shall be opened at the date, time, and location established in the ITB.
- After the official bid opening procedures are completed, the subrecipient shall award a contract to the lowest price bid provided by a responsive and responsible bidder. If specified in the bidding documents, the subrecipient may consider discounts, transportation costs, and life cycle costs to determine which bid is the lowest.

If using the Sealed Bidding method of procurement, the subrecipient shall document the procurement history. Examples of circumstances under which a subrecipient may reject an individual bid include but are not limited to:

- The bid fails to conform to the essential requirements or applicable specifications as outlined in the ITB;
- The bid fails to conform to the delivery schedule as outlined in the ITB;
- The bid imposes conditions that would modify the requirements as outlined in the ITB;
- The Sub-Recipient determines that the bid price is unreasonable;
- The bid is submitted by a suspended or debarred vendor; and/or
- A bidder fails to furnish a bid guarantee when such a guarantee is required.

The contract should then be awarded to the responsible and responsive vendor who submits the lowest responsive bid. The Subrecipient shall also provide a justification letter to the Division supporting their selection.

Request for Proposal: Under this procurement method, the solicitation document used is also known as the RFP. Proposals are an acceptable method of procurement when the nature of the procurement does not lend itself to sealed bidding and when a cost-reimbursement contract is appropriate. Through this process, vendors can compete on a cost basis for like items or services. The request for proposals method of procurement is an acceptable method of procurement, where non-state entities cannot base the contract award exclusively on price or price-related factors due to the nature of the service or property to be acquired. Simply put, the Sub-Recipient can describe what it wants to accomplish but the methods or means to accomplish the desired outcome cannot be easily defined. An RFP is appropriate when the following conditions are present:

- The Sub-Recipient cannot base the contract award exclusively on price or price-related factors due to the nature or the service or property to be acquired;
- The requirements are less definitive, more development work is required, or there is a greater risk of performance;
- Technical capability, past performance, and prior experience considerations play a dominant role in source selection; and/or
- Separate discussions with individual offerors are expected to be necessary after they have submitted proposals. This is a key distinction from the sealed bidding method of procurement where discussions with individual bidders are prohibited and the contract shall be awarded based on price and price-related factors alone.

The Sub-Recipient shall publicize their RFP. The manner of the advertising depends upon the facts and circumstances of the procurement, subject to state, local, and/or tribal requirements. Within the advertisement, the Sub-Recipient shall identify all evaluation factors and their relative importance. The following provides several considerations for developing evaluation factors:

- The evaluation factors for a specific procurement should reflect the subject matter and elements that are most important to the Sub-Recipient.
- The evaluation factors may include such things as technical design, technical approach, length of delivery schedules, past performance, and quality of proposed personnel.
- The Sub-Recipient may use any one or a combination of source selection approaches as permitted under state, local, and/or tribal laws, regulations, and procedures, and these approaches will often differ based on the relative importance of price or cost for the procurement.
- If permitted by the Sub-Recipient, written procurement procedures, and applicable state, local, and/or tribal law, the Sub-Recipient may award a contract to the offeror whose proposal offers the "best value" to the Sub-Recipient. The solicitation shall also inform potential offerors that the award shall be made on a "best value" basis, which should include a statement that the Sub-Recipient reserves the right to award the contract to other than the lowest-priced offeror.
- The RFP shall identify evaluation factors and their relative importance; however, they need not disclose numerical or percentage ratings or weights.
- FEMA does not require any specific evaluation factors or analytic process, but the evaluation factors shall support the purposes of the grant or cooperative agreement.

The Sub-Recipient shall consider any response to a publicized request for proposals to the maximum extent practical. In addition to publicizing the request for proposals, non-state entities shall solicit proposals from an adequate number of offerors, providing them with sufficient response time before the date set for the receipt of proposals. Determining an adequate number

of sources shall depend upon the facts and circumstances of the procurement, subject to relevant state, local, and/or tribal requirements.

The Sub-Recipient shall have a written method for conducting their technical evaluations of the proposals received and for selecting offerors. When evaluating proposals, FEMA expects the Sub-Recipient to consider all evaluation factors specified in its solicitation documents and evaluate offers only on the evaluation factors included in the solicitation documents. A Sub-Recipient shall not modify its evaluation factors after proposals have been submitted without re-opening the solicitation. In awarding a contract that will include options, FEMA expects the Sub-Recipient to evaluate proposals for any option quantities or periods contained in the solicitation if it intends to exercise those options after the contract is awarded.

The contract shall be awarded to the responsible offeror whose proposal is most advantageous to the program with price and other factors considered.

Invitation to Negotiate: If the Sub-Recipient has determined that an ITB or an RFP will not result in the best value, the Sub-Recipient may procure commodities and contractual services using the ITN process. The procurement file shall be documented to support why an ITB and a RFP will not result in best value (287.057(1)(c), Florida Statutes). Contracts that exceed $1 million require a Florida Certified Contract Negotiator. Contracts more than $10 million in any fiscal year, requires a Project Management Professional on the team.

Formal competitive solicitation postings or publication on an organization's website will not be accepted as it discourages true competition. Effective FY2023 such postings must be via a public forum for example the Florida Administrative Registry, local newspaper, etc.

The Division shall pre-approve all scopes of work for projects funded under this agreement. Also, to receive reimbursement from the Division, the Sub-Recipient must provide the Division with a suspension and debarment form for each vendor that performed work under the agreement. Furthermore, if requested by the Division, the Sub-Recipient shall provide copies of solicitation documents including responses and justification of vendor selection.

Contracts may include:

State Term Contract: A **State Term Contract** is a contract that is competitively procured by the Division of State Purchasing for selected products and services for use by agencies and eligible users. Florida agencies and eligible users may use a request for quote to obtain written pricing or services information from a state term contact vendor for commodities or contractual services available on a state term contract from that vendor. Use of state term contracts is mandatory for Florida agencies in accordance with section 287.056, Florida Statutes.

Alternate Contract Source: An **Alternate Contract Source** is a contract let by a federal, state, or local government that has been approved by the Department of Management Services, based on a determination that the contract is cost-effective and in the best interest of the state, for use by one or all Florida agencies for purchases, without the requirement of competitive procurement. Alternate contract sources are authorized by subsection 287.042(16), Florida Statutes, as implemented by Rule 60A-1.045, Florida Administrative Code.

General Services Administration Schedules: The General Services Administration (GSA) is an independent agency of the United States Government. States, tribes, and local governments, and any instrumentality thereof (such as local education agencies or institutions of higher education) may participate in the GSA Cooperative Purchasing Program.). **Refer to the appropriate GSA Schedule for additional requirements.**

Y. Piggybacking

The practice of procurement by one agency using the agreement of another agency is called piggybacking. The ability to piggyback onto an existing contract is not unlimited. The Sub-Recipient's written procurement policy shall be submitted to the Division and shall allow for piggybacking. The existing contract shall contain language or other legal authority authorizing third parties to make purchases from the contract with the vendor's consent. The terms and conditions of the new contract, including the Scope of Work, shall be substantially the same as those of the existing contract and approved by the Division. The piggyback contract shall not exceed the existing contract in scope or volume of goods or services. A Sub-Recipient shall not use the preexisting contract merely as a "basis to begin negotiations" for a broader or materially different contract.

Section 215.971, Florida Statutes

Statutory changes enacted by the Legislature impose additional requirements on grant and Sub-Recipient agreements funded with federal or state financial assistance. Section 215.971(1) states:

An agency agreement that provides state financial assistance to a Recipient or Sub-Recipient, as those terms are defined in section215.97, Florida Statutes, or that provides federal financial assistance to a Sub-Recipient, as defined by applicable United States Office of Management and Budget circulars, shall include all of the following:

- A provision specifying a Scope of Work that clearly establishes the tasks that the Recipient or Sub-Recipient is required to perform.
- A provision dividing the agreement into quantifiable units of deliverables that shall be received and accepted in writing by the agency before payment. Each deliverable shall be directly related to the Scope of Work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
- A provision specifying the financial consequences that apply if the Recipient or Sub-Recipient fails to perform the minimum level of service required by the agreement. The provision can be excluded from the agreement only if financial consequences are prohibited by the federal agency awarding the grant. Funds refunded to a state agency from a Recipient or Sub-Recipient for failure to perform as required under the agreement may be expended only in direct support of the program from which the agreement originated.
- A provision specifying that a Recipient or Sub-Recipient of federal or state financial assistance may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
- A provision specifying that any balance of unobligated funds which has been advanced or paid shall be refunded to the state agency.
- A provision specifying that any funds paid in excess of the amount to which the Recipient or Sub-Recipient is entitled under the terms and conditions of the agreement shall be refunded to the state agency.
- Any additional information required pursuant to s. 215.97.

Z. Unallowable Procurement Practices

Noncompetitive Pricing Practices: Noncompetitive pricing practices between firms or between affiliated companies are prohibited. Subrecipients shall undertake reasonable efforts to ensure that prospective vendors have not engaged in noncompetitive pricing practices when responding to a solicitation, and that they themselves have not when soliciting vendors. If noncompetitive pricing practices are identified, the activity shall be reported to the Division. Below are common noncompetitive pricing practices:

- **Bid rigging**: Occurs when conspiring competitors raise prices under a process where a purchaser acquires goods or services by soliciting competing bids. Competitors agree in advance who will submit the lowest priced or winning bid on a contract. Bid rigging takes many forms, but conspiracies usually fall into one or more of the following categories: bid suppression, complementary bidding, and bid rotation.

- **Bid suppression**: Where one or more competitor(s), who otherwise would be expected to bid or who have previously bid, agree to refrain from bidding or withdraw a previously submitted bid so that the designated winning competitor's bid will be accepted.

- **Complementary bidding**: Also known as "cover" or "courtesy" bidding, occurs when some competitors agree to submit bids that are either too high to be accepted or contain special terms that will not be acceptable to the buyer. Such bids are not intended to secure the buyer's acceptance but are merely designed to give the appearance of genuine competitive bidding while making the designated winning competitor's bid appear most attractive. Complementary bidding schemes are a frequent form of bid rigging. They defraud purchasers by creating the appearance of competition to conceal secretly inflated prices.

- **Bid rotation**: A scheme where all conspirators submit bids but take turns being the lowest bidder. The terms of the rotation may vary. For example, competitors may take turns on contracts according to the size of the contract, allocating equal amounts to each conspirator, or allocating volumes that correspond to the size of each conspirator company.

Z.1 Unique Entity Identifier and System for Award Management (SAM)
Sub-Recipients for this award shall:

- Be registered in SAM;
- Provide a valid UEID/SAM number; and
- Continue to maintain an active UEI with current information at all times during which it has an active federal award.

Z.2 Reporting Requirements

1. **Quarterly Programmatic Reporting:**
   The Quarterly Programmatic Report is due within thirty (30) days after the end of the reporting periods (March 31, June 30, September 30, and December 31) for the life of this contract.

   - If a report(s) is delinquent, future financial reimbursements shall be withheld until the Sub-Recipient's reporting is current.
   - If a report goes three (3) consecutive quarters from date of execution without the Sub-Recipient reflecting any activity and/or expenditures it shall result in the issuance of a noncompliance letter, and a written justification shall then be provided.
     - Based on the Division's determination, the Sub-Recipient shall have thirty (30) days to submit a letter of appeal to the Division.
     - Sub-Recipients shall only be allowed one opportunity to appeal.
     - If the appeal is denied, or if there is no response to the notification of noncompliance, the Sub-Recipient's funds shall be terminated.
   - If a report goes four (4) consecutive quarters from date of execution without the Sub-Recipient reflecting any activity and/or expenditures, it shall result in termination of the agreement.

Programmatic Reporting Schedule

Reporting Period	Report due to FDEM no later than
January 1 through March 31	April 30

April 1 through June 30	July 31
July 1 through September 30	October 31
October 1 through December 31	January 31

2. **Programmatic Reporting- Biannual Strategic Implementation Report (BSIR):**
After the end of each reporting period, for the life of the contract unless directed otherwise, the SAA, will complete the Biannual Strategic Implementation Report in the Grants Reporting Tool (GRT) https://www.reporting.odp.dhs.gov. The reporting periods are **January 1-June 30 and July 1-December 31.** Data entry is scheduled for December 1 and June 1 respectively. Future awards and reimbursement may be withheld if these reports are delinquent.

3. **Reimbursement Requests:**
A request for reimbursement may be sent to your grant manager for review and approval at any time during the contract period. Reimbursements shall be requested within ninety (90) calendar days of expenditure of funds, and quarterly at a minimum. Failure to submit request for reimbursement within ninety (90) calendar days of expenditure shall result in denial of reimbursement. The Sub-Recipient should include the category's corresponding line-item number in the "Detail of Claims" form. This number can be found in the "Proposed Program Budget". A line-item number is to be included for every dollar amount listed in the "Detail of Claims" form.

4. **Close-out Programmatic Reporting:**
The Close-out Report is due to the Florida Division of Emergency Management no later than sixty (60) calendar days after the agreement is either completed or the agreement has expired.

5. **Administrative Closeout**
An administrative closeout may be conducted when a recipient is not responsive to the Division's reasonable efforts to collect required reports, forms, or other documentation needed to complete the standard award and/or closeout process. The Division shall make three (3) written attempts to collect required information before initiating an administrative closeout. If an award is administratively closed, the Division may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future awards.

Z.3. Period of Performance (POP) Extensions
An extension to the period of performance identified in the agreement is allowable under limited circumstances and shall only be considered through formal, written requests to the Division. All extension requests shall contain specific and compelling justifications as to why an extension is required, and shall address the following:

1. The grant program, fiscal year, and agreement number;
2. Reason for the delay–including details of the legal, policy, or operational challenges that prevent the final expenditure of awarded funds by the deadline;
3. Current status of project activity;
4. Requested POP termination date and new project completion date;
5. Amount of funds reimbursed to date;
6. Remaining available funds;
7. Budget outlining how the remaining funds shall be expended;
8. Plan for completion, including milestones and timeframes for achieving each milestone and the position or person responsible for implementing the plan for completion; and
9. Certification that the activity(ies) shall be completed within the extended POP without any modification to the original statement of work, as described in the investment justification and as approved by FEMA.

Extension requests are typically granted for no more than a six (6) month period, and shall be granted only due to compelling legal, policy, or operational challenges. Extension requests shall only be considered for the following reasons:

- Contractual commitments by the recipient or Sub-Recipient with vendors prevent completion of the project within the existing POP;
- The project shall undergo a complex environmental review that cannot be completed within the existing POP;
- Projects are long-term by design, and therefore acceleration would compromise core programmatic goals; or
- Where other special or extenuating circumstances exist.

Subrecipient's shall be limited to one (1) extension over the grant period of performance. Extension requests shall not be considered within the last one hundred eighty (180) days of the grant period of performance.

Z.4. Programmatic Point of Contact

Contractual Point of Contact	Programmatic Point of Contact
Chanda Jenkins FDEM 2555 Shumard Oak Boulevard Tallahassee, Florida Telephone: 850-815-4342 Chanda.Jenkins@em.myflorida.com	Kizzy Caban FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4348 Kizzy.Caban@em.myflorida.com

Z.5. Contractual Responsibilities

- The FDEM shall determine eligibility of projects and approve changes in Scope of Work.
- The FDEM shall administer the financial processes.

Z.6. Failure to Comply

- Failure to comply with any of the provisions outlined above shall result in disallowance of reimbursement for expenditures.

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ATTACHMENT C
DELIVERABLES AND PERFORMANCE

State Homeland Security Program (HSGP): HSGP supports the implementation of risk driven, capabilities-based State Homeland Security Strategies to address capability targets set in Urban Area, State, and regional Threat and Hazard Identification and Risk Assessments (THIRAs). The capability levels are assessed in the State Preparedness Report (SPR) and inform planning, organization, equipment, training, and exercise needs to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events.

Planning Deliverable: Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual cost of successfully completing planning activities consistent with the guidelines contained in the Comprehensive Preparedness Guide CPG 101 v.2. For additional information, please see https://www.fema.gov/emergency-managers/national-preparedness/plan or grant guidance (Notice of Funding Opportunity). For the purposes of this Agreement, any planning activity such as those associated with the Threat and Hazard identification and Risk Analysis (THIRA), State Preparedness Report (SPR), and other planning activities that support the National Preparedness Goal (NPG) and place an emphasis on updating and maintaining a current Emergency Operations Plan (EOP) are eligible. The Sub-Recipient can successfully complete a planning activity either by creating or updating such plan(s).

Organization Deliverable: Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual eligible costs for Personnel, Intelligence Analysts, Overtime and Operational Overtime.

Training Deliverable: Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual cost of successfully completing a training course listed on the Department of Homeland Security (DHS) approved course catalog. For non-DHS approved courses the Sub-Recipient shall obtain advance FDEM approval using the Non-TED form by contacting their grant manager. The DHS course catalog is available online at: http://training.fema.gov/. For the purposes of this Agreement, any training course listed on the DHS approved course catalog qualifies as an authorized course. The Sub-Recipient can successfully complete an authorized course either by attending or conducting that course.

Equipment Deliverable: Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual cost of purchasing an item identified in the approved project funding template and budget of this agreement and listed on the DHS Authorized Equipment List (AEL). For the purposes of this Agreement, any item listed on the AEL qualifies as an authorized item. The 21 allowable prevention, protection, mitigation, response, and recovery equipment categories and equipment standards for HSGP are listed on the web-based version of the Authorized Equipment List (AEL) on the Lessons Learned Information System at http://www.fema.gov/authorized-equipment-list. In addition, agencies shall be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Management Deliverable: Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual cost for Management and Administration (M&A) activities.

Costs for allowable items shall be reimbursed if incurred and completed within the period of performance, in accordance with the Budget and Scope of Work, Attachments A and B of this agreement.

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ATTACHMENT D
Program Statutes and Regulations

1) Age Discrimination Act of 1975 42 U.S.C. § 6101 *et seq.*
2) Americans with Disabilities Act of 1990 42 U.S.C. § 12101-12213
3) Chapter 473, Florida Statutes
4) Chapter 215, Florida Statutes
5) Chapter 252, Florida Statutes
6) Title VI of the Civil Rights Act of 1964 42 U.S.C. § 2000 *et seq.*
7) Title VIII of the Civil Rights Acts of 1968 42 U.S.C. § 3601 et seq.
8) Copyright notice 17 U.S.C. §§ 401 or 402
9) Assurances, Administrative Requirements, Cost Principles, Representations and Certifications 2 C.F.R. Part 200
10) Debarment and Suspension Executive Orders 12549 and 12689
11) Drug Free Workplace Act of 1988 41 U.S.C. § 701 et seq.
12) Duplication of Benefits 2 C.F.R. Part 200, Subpart E
13) Energy Policy and Conservation Act 42 U.S.C. § 6201 et seq.
14) False Claims Act and Program Fraud Civil Remedies 31 U.S.C. § 3729-3733 also 31 U.S.C. § 3801-3812
15) Fly America Act of 1974 49 U.S.C. § 41102 also 49 U.S.C. § 40118
16) Hotel and Motel Fire Safety Act of 1990 15 U.S.C. § 2225a
17) Lobbying Prohibitions 31 U.S.C. § 1352
18) Patents and Intellectual Property Rights 35 U.S.C. § 200 et seq.
19) Procurement of Recovered Materials section 6002 of Solid Waste Disposal Act
20) Terrorist Financing Executive Order 13224
21) Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act) 20 U.S.C. § 1681 et seq.
22) Trafficking Victims Protection Act of 2000 22 U.S.C. § 7104
23) Rehabilitation Act of 1973 Section 504, 29 U.S.C. § 794
24) USA Patriot Act of 2001 18 U.S.C. § 175-172c
25) Whistleblower Protection Act 10 U.S.C. § 2409, 41 US.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310
26) 53 Federal Register 8034
27) Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code
28) Section 287.138, Florida Statutes
29) Public Trust and Public Safety Executive Order 14074

ATTACHMENT E

JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: _____

Requests for an advance shall be submitted at the time of agreement execution or approval of the EHP, if required. If you are requesting an advance, indicate same by checking the box below and completing the Estimated Expenses table.

[ ] **ADVANCE REQUESTED (Maximum request amount may not exceed fifty percent.)**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. This advance will be used on equipment specific projects within the budget of the agreement. We would not be able to operate the program without this advance.

ESTIMATED EXPENSES

Project	Days to complete	Funding amount requested

LINE-ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification shall include supporting documentation that clearly shows the advance shall be expended within the first ninety (90) days of the contract term or approval of the EHP, if required. Support documentation should include but is not limited to the following: quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary justification. Any advance funds not expended within the specified timeframe shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days, along with any interest earned on the advance)

_____

_____

_____

_____

REQUESTS FOR ADVANCE PAYMENTS SHALL BE CONSIDERED ON A CASE-BY-CASE BASIS

*****EHP SHALL BE COMPLETED AND APPROVED BY FEMA PRIOR TO ADVANCE*****

Signature of Sub-Recipient

_____ Date: _____

Name and Title of Sub-Recipient

_____

ATTACHMENT F

WARRANTIES AND REPRESENTATIONS

Financial Management

The Sub-Recipient's financial management system shall comply with 2 C.F.R. § 200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement shall comply with the requirements of 2 C.F.R. § 200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§ 200.318 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from:

Monday-Friday: 8 a.m. - 5 p.m.

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for the particular work for which they are hired by the Sub-Recipient.

[Remainder of page intentionally left blank]

ATTACHMENT G

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor its affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any federal department or agency.

SUB-CONTRACTOR:

_____

By: _____ _____
Signature Sub-Recipient's Name

_____ _____
Name and Title FDEM Agreement Number

_____
Street Address

_____
City, State, Zip

_____
Date

ATTACHMENT H

STATEMENT OF ASSURANCES

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All Sub-Recipients shall comply with any such requirements set forth in the program NOFO.

All Sub-Recipients who receive awards made under programs that prohibit supplanting by law shall ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

All Sub-Recipients shall acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Any cost allocable to a particular federal award provided for in 2 C.F.R. Part 200, Subpart E shall not be charged to other federal awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or terms and conditions of the federal awards, or for other reasons. However, this prohibition would not preclude a Sub-Recipient from shifting costs that are allowable under two or more federal awards in accordance with existing federal statutes, regulations, or the terms and conditions of the federal award.

Sub-Recipients are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which incorporated here by reference in the terms and conditions of your award.

All Sub-Recipients shall acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Sub-Recipient shall cooperate with any compliance review or compliant investigation conducted by the State Administrative Agency or DHS.

2. Sub-Recipient shall give the State Administrative Agency, DHS or through any authorized representative, access to and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Sub-Recipient shall submit timely, complete, and accurate reports to the Division and maintain appropriate backup documentation to support the reports. Sub-Recipients shall also comply with all other special reporting, data collection and evaluation requirements, as prescribed by law or detailed in program guidance.

4. Sub-Recipient shall acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

5. Sub-Recipient who receives awards made under programs that provide emergency communications equipment and its related activities shall comply with SAFECOM Guidance for Emergency Communications Grants, including provisions on technical standards that ensure and enhance interoperable communications.

6. When original or replacement equipment acquired under this award by the Sub-Recipient is no longer needed for the original project or program or for other activities currently or previously

supported by DHS/FEMA, you shall request instructions from the Division to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

7. DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If ground disturbing activities occur during construction, applicant shall monitor ground disturbance, and if any potential archeological resources are discovered, applicant shall immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

8. Sub-Recipients are required to comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers.

9. Sub-Recipient shall comply with the applicable provisions of the following laws and policies prohibiting discrimination:

    a. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
    b. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
    c. Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
    d. Age Discrimination Act of 1975, which prohibits discrimination based on age.
    e. U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

[Remainder of page intentionally left blank]

ATTACHMENT I

MANDATORY CONTRACT PROVISIONS

Provisions:

Any contract or subcontract funded by this Agreement shall contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the Sub-Recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the federal agency or non-federal entity, all contracts made by the non-federal entity under the federal award shall contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 shall address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The non-federal entity shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract shall be conditioned upon the acceptance of the wage determination. The non-federal entity shall report all suspected or reported violations to the federal awarding agency. The contracts shall also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-Recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity shall report all suspected or reported violations to the federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, Sub-Recipient may include the provision in its subcontracts.

standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the recipient or Sub-Recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-Recipient shall comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 shall contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations shall be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR § 180.220) shall not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)—Contractors that apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it shall not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

(J) See 2 C.F.R. § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R. § 200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R. § 200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

Please note that the Sub-Recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

ATTACHMENT J

FINANCIAL AND PROGRAM MONITORING GUIDELINES

Florida has enhanced state and local capability and capacity to prevent, prepare and respond to terrorist threats since 1999 through various funding sources including federal grant funds. The Division has a responsibility to track and monitor the status of grant activity and items purchased to ensure compliance with applicable Nonprofit Security Grant Program (NSGP) grant guidance and statutory regulations. The monitoring process is designed to assess a Sub-Recipient agency's compliance with applicable state and federal guidelines.

Monitoring is accomplished utilizing various methods including desk monitoring and on-site visits. There are two primary areas reviewed during monitoring activities - financial and programmatic monitoring. Financial monitoring primarily focuses on statutory and regulatory compliance with administrative grant requirements. It involves the review of records associated with the purchase and disposition of property, projects and contracts. Programmatic monitoring seeks to validate and assist in the grant progress, targeting issues that may be hindering project goals and ensuring compliance with the purpose of the grant and overall grant program. Programmatic monitoring involves the observation of equipment purchased, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during the monitoring process.

Pursuant to 2 C.F.R. § 200.337, the Division has the right, at all reasonable times, to make site visits or conduct desk reviews to review project accomplishments and management control systems to review award progress and to provide any required technical assistance. During site visits or desk reviews, The Division shall review recipients' files related to the award. As part of any monitoring and program evaluation activities, recipients shall permit the Division, upon reasonable notice, to review grant-related records and to interview the organization's staff and contractors regarding the program. Recipients shall respond in a timely and accurate manner to the Division's requests for information relating to the award.

Monitoring Selection and Scheduling:
Each year the Division shall conduct monitoring based on a "Risk Assessment". The risk assessment tool is used to help in determining the priority of Sub-Recipients that should be reviewed and the level of monitoring that should be performed. Note that although a given grant may be closed, it is still subject to either desk or on-site monitoring for a five (5) year period following closure.

Areas that shall be examined include:

- Management and administrative procedures;
- Grant folder maintenance;
- Equipment accountability and sub-hand receipt procedures;
- Program for obsolescence;
- Status of equipment purchases;
- Status of training for purchased equipment;
- Status and number of response trainings conducted to include number trained;
- Status and number of exercises;
- Status of planning activity;
- Anticipated projected completion;
- Difficulties encountered in completing projects;
- Agency NIMS/ICS compliance documentation;
- Equal Employment Opportunity (EEO Status);
- Procurement Policy

The Division may request additional monitoring/information of the activity, or lack thereof, generates questions from the region, the sponsoring agency or the Division's leadership. The method of gathering this information shall be determined on a case-by-case basis.

Monitoring Activities:
Desk reviews and site visits are two forms of monitoring. Desk monitoring is the review of projects, financial activity and technical assistance between the Division and the applicant via e-mail and telephone. On-site monitoring are actual visits to the Sub-Recipient agencies by Division representatives who examines records, procedures and equipment.

Desk monitoring is an on-going process. Sub-Recipients shall be required to participate in desk top monitoring as determined by the Division. This contact shall provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if the Division determines that a Sub-Recipient is having difficulty completing their project.

As difficulties/deficiencies are identified, the respective region or sponsoring agency shall be notified by the program office via email. Information shall include the grant Sub-Recipient agency name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the regional or sponsoring agency level. Issues that require further TA shall be referred to the division for assistance. Examples of TA include but are not limited to:

- Equipment selection or available vendors
- Eligibility of items or services
- Coordination and partnership with other agencies within or outside the region or discipline
- Record Keeping
- Reporting Requirements
- Documentation in support of a Request for Reimbursement

On-site monitoring shall be conducted by the Division or designated personnel. On-site monitoring visits shall be scheduled in advance with the Sub-Recipient agency POC designated in the grant agreement.

The Division shall also conduct coordinated financial and grant file monitoring. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

On-Site Monitoring Protocol
On-site monitoring visits shall begin with those grantees that are currently spending or have completed spending for that federal fiscal year (FFY). Site visits may be combined when geographically convenient. There is a financial/ programmatic On-site monitoring checklist to assist in the completion of all required tasks.

Site Visit Preparation
A letter shall be sent to the Sub-Recipient agency Point of Contact (POC) outlining the date, time and purpose of the site visit before the planned arrival date. The appointment shall be confirmed with the grantee in writing (email is acceptable) and documented in the grantee folder.

The physical location of any equipment located at an alternate site should be confirmed with a representative from that location and the address should be documented in the grantee folder before the site visit.

On-Site Monitoring Visit
Once Division personnel have arrived at the site, an orientation conference shall be conducted. During this time, the purpose of the site visit and the items the Division intends to examine shall be identified. All objectives of the site visit shall be explained during this time.

Division personnel shall review all files and supporting documentation. Once the supporting documentation has been reviewed, a tour/visual/spot inspection of equipment shall be conducted.

Each item selected for review shall be visually inspected whenever possible. Larger items (computers, response vehicles, etc.) shall have an asset decal (information/serial number) placed in a prominent location on each piece of equipment as per Sub-Recipient agency requirements. The serial number shall correspond with the appropriate receipt to confirm purchase. Photographs shall be taken of the equipment (large capital expenditures in excess of $1,000. per item).

If an item is not available (being used during time of the site visit), the appropriate documentation shall be provided to account for that particular piece of equipment. Other programmatic issues can be discussed at this time, such as missing quarterly reports, payment voucher/reimbursement, equipment, questions, etc.

Post Monitoring Visit

Division personnel shall review the On-site monitoring worksheets and backup documentation as a team and discuss the events of the On-site monitoring.

Within forty-five (45) calendar days of the site visit, a post monitoring letter shall be generated and sent to the grantee explaining any issues and corrective actions required or commendations. Should issues or findings be identified, a noncompliance letter to that effect shall be generated and sent to the Sub-Recipient. The Sub-Recipient shall submit a Corrective Action Plan (CAP) within a timeframe as determined by the Division. Noncompliance on behalf of sub-grantees is resolved by management under the terms of the Sub-Grant Agreement. The On-site monitoring report and all back up documentation shall then be included in the Sub-Recipient's file.

Monitoring Responsibilities of Pass-thru Entities

Sub-Recipients who are pass-through entities are responsible for monitoring their Sub-Recipients in a manner consistent with the terms of the Federal award at 2 C.F.R. Part 200, including 2 C.F.R. § 200.332. This includes the pass-through entity's responsibility to monitor the activities of the Sub-Recipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.

Sub-Recipient responsibilities also include but are not limited to: accounting of receipts and expenditures, cash management, maintaining adequate financial records, reporting and refunding expenditures disallowed by audits, monitoring if acting as a pass-through entity, other assessments and reviews, and ensuring overall compliance with the terms and conditions of the award or subaward, as applicable, including the terms of 2 C.F.R. Part 200.

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ATTACHMENT K
EHP GUIDELINES

ENVIRONMENTAL PLANNING & HISTORIC PRESERVATION (EHP) COMPLIANCE GUIDELINES

The following types of projects are to be submitted to FEMA for compliance review under Federal Environmental Planning and Historic Preservation (EHP) laws and requirements prior to initiation of the project:

- New Construction, Installation and Renovation, including but not limited to:
    - Emergency Operation Centers
    - Security Guard facilities
    - Equipment buildings (such as those accompanying communication towers)
    - Waterside Structures (such as dock houses, piers, etc.)
- Placing a repeater and/or other equipment on an existing tower
- Renovation of and modification to buildings and structures that are fifty (50) years old or older
- Any other construction or renovation efforts that change or expand the footprint of a facility or structure including security enhancements to improve perimeter security
- Physical Security Enhancements, including but not limited to:
    - Lighting
    - Fencing
    - Closed-circuit television (CCTV) systems
    - Motion detection systems
    - Barriers, doors, gates and related security enhancements

In addition, the erection of communications towers that are included in a jurisdiction's interoperable communications plan is allowed, subject to all applicable laws, regulations, and licensing provisions. Communication tower projects shall be submitted to FEMA for EHP review.

Some training and exercise activities require Environmental and Historic Preservation (EHP) Review, including exercises, drills or trainings that require any type of land, water, or vegetation disturbance or building of temporary structures or that are not located at facilities designed to conduct training and exercises. A thorough, detailed description of projects listed under these categories shall be required in order to determine allowability. Additional information on training requirements and EHP review can be found online at Environmental & Historic Preservation Guidance for FEMA Grant Applications | FEMA.gov. ***Once the grant agreement has been executed by both parties the EHP Screening Form shall be submitted to the Division within forty-five (45) days.***

EHP SCREENING FORM SUBMISSION

I. For projects requiring EHP review, the Sub-Recipient shall submit the EHP Screening Form to the State Administrative Agency (SAA) for review prior to funds being expended. The SAA Point of Contact for EHP review is:

Ms. Felicia Pinnock
Bureau of Preparedness – Domestic Security
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-815-4343
Felicia.Pinnock@em.myflorida.com

II. The SAA POC shall forward EHP Screening Forms to DHS/FEMA for review and approval.

III. Sub-Recipient's shall receive written approval from the SAA prior to the use of grant funds for project implementation. **THE PROJECT SHALL NOT BEGIN UNTIL FINAL FEMA APPROVAL IS RECEIVED.**

ATTACHMENT L
REIMBURSEMENT CHECKLIST

PLANNING

☐ 1. Does the amount billed by consultant add up correctly?

☐ 2. Has all appropriate documentation to denote hours worked been properly signed?

☐ 3. Have copies of all planning materials and work product (e.g. meeting documents, copies of plans) been included? (Note - If a meeting was held by Sub-Recipient or contractor/consultant of Sub-Recipient, an agenda and signup sheet with meeting date

☐ 4. Has the zero dollar invoice and signed from the consultant/contractor been include?

☐ 5. Has proof of payment been included?
_____ Canceled check, bank statement or transaction history (Showing the transaction was processed by the bank)
_____ Electronic Funds Transfer (EFT) Confirmation
_____ Credit Card Statement & payment to credit card company for that statement

☐ 6. Has Attachment G (found within Agreement with FDEM) been completed for this contractor/consultant and included in the reimbursement package?

☐ 7. Has proof of purchase methodology been included? *Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed.*
_____ Sole Source
_____ State Contract (page showing contract #, price list)
_____ Competitive bid results (e.g. Quotewire, bid tabulation page)

Consultants/Contractors (Note: this applies to contractors also billed under *Organization*)

TRAINING

☐ 1. Is the course DHS approved?

☐ 2. Is there a course or catalog number?

☐ 3. If not, has FDEM approved the non-DHS training?

☐ 4. Have Sign-In Sheets, Rosters and Agenda been provided?

☐ 5. If billing for overtime and/or backfill, has documentation been provided that lists attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee?
_____ Have documentation from entity's financial system been provided as proof attendees were paid?
_____ For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

☐ 6. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?

☐ 7. Have any expenditures occurred in support of the training such as printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment? If so, receipts and proof of payment shall be submitted.
_____ Canceled check, bank statement or transaction history (Showing the transaction was processed by the bank)

_____ Electronic Funds Transfer (EFT) Confirmation
_____ Credit Card Statement & payment to credit card company for that statement

☐ 8. Has proof of purchase methodology been included? *Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed.*
_____ Sole Source
_____ State Contract (page showing contract #, price list)
_____ Competitive bid results (e.g. Quotewire, bid tabulation page)

EXERCISE

☐ 1. Has documentation been provided on the purpose/objectives of the exercise?

_____ Situation Manual or Exercise Plan

☐ 2. If exercise has been conducted are the following included:
_____ After-action report
_____ Sign-in sheets or roster

☐ 3. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee?
_____ Have documentation from entity's financial system been provided to prove attendees were paid?
_____ For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

☐ 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom exercise reimbursement costs are being sought?

☐ 5. Have any expenditures occurred on supplies (e.g., copying paper, gloves, tape, etc) in support of the exercise? If so, receipts and proof of payment shall be included.
_____ Canceled check, bank statement or transaction history (Showing the transaction was processed by the bank)
_____ Electronic Funds Transfer (EFT) Confirmation
_____ Credit Card Statement & payment to credit card company for that statement

☐ 6. Have any expenditures occurred on rental of space/locations for exercises planning and conduct, exercise signs, badges, etc.? If so, receipts and proof of payment shall be included.
_____ Canceled check, bank statement or transaction history (Showing the transaction was processed by the bank)
_____ Electronic Funds Transfer (EFT) Confirmation
_____ Credit Card Statement & payment to credit card company for that statement

☐ 7. Has proof of purchase methodology been included? *Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed.*
_____ Sole Source
_____ State Contract (page showing contract #, price list)
_____ Competitive bid results (e.g. Quotewire, bid tabulation page)

EQUIPMENT

☐ 1. Has the zero dollar invoice and signed from the consultant/contractor been include?

☐ 2. Has an AEL # been identified for each purchase?
☐ 3. If service/warranty expenses are listed, are they only for the performance period of the grant?

☐ 4. Has proof of payment been included?

_____ Canceled check, bank statement or transaction history (Showing the transaction was processed by the bank)
_____ Electronic Funds Transfer (EFT) Confirmation
_____ Credit Card Statement & payment to credit card company for that statement

☐ 5. If EHP form needed, has a copy of the approval DHS been included?

☐ 6. Has proof of purchase methodology been included? *Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed.*
_____ Sole Source
_____ State Contract (page showing contract #, price list)
_____ Competitive bid results (e.g. Quotewire, bid tabulation page)

TRAVEL/CONFERENCES

☐ 1. Have all receipts been turned in, itemized and do the dates on the receipts match travel dates?
_____ Airplane receipts
_____ Proof of mileage (Google or Yahoo map printout or mileage log)
_____ Toll and/or Parking receipts
_____ Hotel receipts (is there a zero balance?)
_____ Car rental receipts
_____ Registration fee receipts
_____ Note: Make sure that meals paid for by conference are not included in per diem amount

☐ 2. If travel is a conference has the conference agenda been included?

☐ 3. Has proof of payment to traveler been included?
_____ Canceled check, bank statement or transaction history (Showing the transaction was processed by the bank
_____ Electronic Funds Transfer (EFT) Confirmation
_____ Credit Card Statement & payment to credit card company for that statement
_____ Copy of paycheck if reimbursed through payroll

SALARY POSITIONS

1. Has a **signed** timesheet by employee and supervisor been included? Timesheet shall certify the hours and information presented as true and correct.

2. Has proof for time worked by the employee been included? Is time period summary included?
_____ Statement of Earnings
_____ Copy of Payroll Check
_____ Payroll Register
_____ For fusion center analysts, have the certification documents been provided to the Division to demonstrate compliance with training and experience standards?
_____ For fusion center analysts, has documentation of PPR submission via the annual Fusion Center Assessment been provided to the Division to demonstrate compliance with performance measurement requirements?

ORGANIZATION

☐ 1. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee?
_____ Have documentation from entity's financial system been provided to prove attendees were paid?
_____ For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

_____ For **Contract Security** has time & effort documentation been submitted? Is a time period summary included? (Signed & certified timesheets reflecting the name and number of hours spent) ****A signed contract between subrecipient and vendor shall be provided that outlines the agreement – number of officers, hourly rate, frequency, price, etc...)***

FOR ALL REIMBURSEMENTS - THE FINAL CHECK

- ☐ 1. Have all relevant forms been completed and included with each request for reimbursement (including Daily Activity Reports for OPSG)?
- ☐ 2. Have the costs incurred been charged to the appropriate POETE category?
- ☐ 3. Does the total on all Forms submitted match?
- ☐ 4. Do all quotes and invoices from the selected vendor provide a legible signature from vendor?
- ☐ 5. Do all paid invoices show a $0.00 balance?
- ☐ 6. Has Reimbursement Form been signed by the Grant Manager and Financial Officer?
- ☐ 7. Has the reimbursement package been entered into Sub-Recipients records/spreadsheet?
- ☐ 8. Have the quantity and unit cost been notated on Reimbursement Budget Breakdown?
- ☐ 9. If this purchase was made via Sole Source, have you included the approved Sole Source documentation and justification?
- ☐ 10. Do all of your vendors have a current W-9 (Taxpayer Identification) on file?
- ☐ 11. Has the Attachment G (found within Agreement with FDEM) or proof of SAM.gov registration been provided for the contractors/consultants with the reimbursement package.

Please note: FDEM reserves the right to update this checklist throughout the life of the grant to ensure compliance with applicable federal and state rules and regulations.

ATTACHMENT M
FOREIGN COUNTRY OF CONCERN AFFIDAVIT –
PERSONAL IDENTIFYING INFORMATION CONTRACT

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"2 from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."3 Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"4 and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Sub-Recipient, I hereby attest that the company identified above in the section entitled "Sub-Recipient Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Sub-Recipient Vendor Name: Miami-Dade Police Department

Vendor FEIN: 59-6000573

Vendor's Authorized Representative Name and Title: Daniella Levine Cava, Mayor

Address: 9105 NW 25 Street

City: Doral State: FL Zip: 33172

Phone Number: 305-471-3518

Email Address: grants@mdpd.com

Certified By: James Reyes
Chief of Public Safety
AUTHORIZED SIGNATURE

Print Name and Title: for Daniella Levine Cava, Mayor

Date: 01/03/2024

[2] As defined in Section 287.138 (1)(d), Florida Statutes.
[3] As defined in Section 287.138 (1)(c), Florida Statutes.
[4] As defined in Section 287.138 (1)(a), Florida Statutes.

MODIFICATION #1 TO SUBGRANT AGREEMENT BETWEEN THE DIVISION OF EMERGENCY MANAGEMENT AND MIAMI-DADE COUNTY

This Modification, effective September 30, 2025, is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and Miami-Dade County ("Recipient"), to modify Contract Number **R0925**, which began on October 20, 2024 ("the Agreement").

WHEREAS, the Division and the Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to Recipient under the State Homeland Security Grant Program in the amount of **$392,040.00**.

WHEREAS, the Agreement expired on September 30, 2025; and,

WHEREAS, the Division and the Recipient desire to reinstate and extend the terms of the Agreement; and,

WHEREAS, the Division and the Recipient desire to modify the Agreement; and,

WHEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. Paragraph 8 of the Agreement is hereby amended to read as follows:

   This Agreement shall begin upon execution by both parties and shall end on June 30, 2026, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

2. All provisions not in conflict with this Modification remain in full force and effect and are to be performed at the level specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

RECIPIENT: MIAMI-DADE COUNTY

By: David Clodfelter

Name and Title: David Clodfelter

Date: 10/09/2025

DIVISION OF EMERGENCY MANAGEMENT

By: Chanda D. Jenkins, Deputy Bureau Chief

for: Name and Title: **Kevin Guthrie, Executive Director**

Date: 10/13/2025

Attachment C

DIVISION OF EMERGENCY MANAGEMENT
Financial History and Performance Tracking
FORM 1A

RECIPIENT / GRANTEE

AGREEMENT#	R0925	GRANT YEAR

QUARTERLY REPORTING DUE DATES
(Drop box list below select the quarter of activity being reported along with year)

Period:	Select Period of Performance

Financial History Report

Shaded cells are calculated for you. You do not need to enter anything into them.

Category	Total Allocated	Quarterly Funds Expended	Previous Funds Expended	Total Funds Expended	Expenditure(s) Completion Percent	Remaining Balance
Planning Costs	$0.00			$0.00	0%	$ -
Training Costs	$0.00			$0.00	0%	$ -
Exercise Costs	$0.00			$0.00	0%	$ -
Organization Costs	$0.00			$0.00	0%	$ -
Equipment Costs	$0.00			$0.00	0%	$ -
M&A Costs *(limited up to 5% of Total Award)*	$0.00			$0.00	0%	$ -
Total Expenditures	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**

Performance Tracking

Project Title	Category	Start Date	Projected End Date	Percentage Complete	Funds Allocated (Budget)	Project Status
TOTAL *(or Average Percentage)*					$0	

Cumulative Amount Previously Submitted for Reimbursement _____ Total Received _____

I hereby certify that the above cost are true and valid cost incurred in accordance with the project agreement.

Signed:_____ Date: _____
Grant Manager

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed:_____ Date: _____
Financial Officer

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

Attachment D

DIVISION OF EMERGENCY MANAGEMENT
Quarterly Status Report
FORM 1B

Recipient

0
0
0
0

AGREEMENT# R0925 **GRANT YEAR**

INSTRUCTIONS

For instructions on completeing

click the HELP button

PROJECT STATUS (Equipment, Training, Exercise, Organization, Planning) - Must provide a CURRENT status update for each quarter.

TIMELINE OF EVENTS FOR REPORTING PERIOD

OTHER (Optional) - Can report internal expenditures not yet claimed and/or any projected balance and reason (i.e. cost savings or cancelled projects).

TECHNICAL ASSISTANCE

Is technical assistance needed: _____ If "yes", are you requesting, onsite visit or phone call _____

I hereby certify that the above information provided are true and the cost(s) are valid cost(s) incurred in accordance with the project agreement.

Signed: _____ Date: _____

Grant Manager

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms

Attachment E

DIVISION OF EMERGENCY MANAGEMENT
REIMBURSEMENT REQUEST
Form 2

RECIPIENT / GRANTEE

POC Phone

AGREEMENT# R0925 **GRANT YEAR**

Agreement Amount	
Submission Date	
Payment #	
Payment Amount	$ -

COSTS INCURRED DURING THE PERIOD OF: _____ **THROUGH** _____

Shaded cells are calculated for you. You do not need to enter anything into shaded cells.

THIS MUST BE ACCOMPANIED BY THE DETAIL OF CLAIMS FORM

1. Planning Expenditures	
2. Training Expenditures	
3. Exercise Expenditures	
4. Organizational Expenditures	
5. Equipment Expenditures	
6. Management and Administration Expenditures *(limited up to 5% of the total award)*	
TOTAL EXPENDITURES	$ -

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed: _____ Date: _____
Grant Manager

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed: _____ Date: _____
Financial Officer

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

TO BE COMPLETED BY DEM STAFF

AGREEMENT AMOUNT	
PREVIOUS PAYMENT(S)	
THIS PAYMENT	
REMAINING BALANCE	

TOTAL AMOUNT TO BE PAID ON THIS INVOICE

_____

DEM FORM OPB - 5 9/14

DATE SUBMITTED TO FDEM _____

Attachment F

DIVISION OF EMERGENCY MANAGEMENT

DETAIL OF CLAIMS

FORM 3

SCROLL DOWN TO THE APPROPRIATE CATEGORIES AND COMPLETE FOR EACH BEING CLAIMED AGAINST

SHORTCUT LINK TO EACH CATEGORY

1. Planning Expenditures
2. Training Expenditures
3. Exercise Expenditures
4. Organizational Expenditures
5. Equipment Expenditures
6. Management and Administration Expenditures

(limited up to 5% of the total award if passing through funds, sub-awards)

CATEGORY

PLANNING

GRANTEE: _____ AGREEMENT # R0925 GRANT YEAR _____

COST INCURRED DURING THE PERIOD OF: _____ THROUGH _____

VENDOR	INVOICE DATE	DATE PAID	CHECK #	DESCRIPTION	AMOUNT (Requested for reimbursement)	Issue Number
				TOTAL EXPENDITURES		

FORM MUST ACCOMPANY THE REIMBURSEMENT REQUEST

DIVISION OF EMERGENCY MANAGEMENT

DETAIL OF CLAIMS

FORM 3

SCROLL DOWN TO THE APPROPRIATE CATEGORIES AND COMPLETE FOR EACH BEING CLAIMED AGAINST

SHORTCUT LINK TO EACH CATEGORY

1. Planning Expenditures
2. Training Expenditures
3. Exercise Expenditures
4. Organizational Expenditures
5. Equipment Expenditures
6. Management and Administration Expenditures

(limited up to 5% of the total award if passing through funds, sub-awards)

CATEGORY

TRAINING

GRANTEE: 0 AGREEMENT # R0925 GRANT YEAR 2023

COST INCURRED DURING THE PERIOD OF: January 0, 1900 THROUGH September 30, 2014

VENDOR	INVOICE DATE	DATE PAID	CHECK #	DESCRIPTION	AMOUNT (Requested for reimbursement)	Issue Number
				TOTAL EXPENDITURES	$0.00	

FORM MUST ACCOMPANY THE REIMBURSEMENT REQUEST

DIVISION OF EMERGENCY MANAGEMENT

DETAIL OF CLAIMS

FORM 3

SCROLL DOWN TO THE APPROPRIATE CATEGORIES AND COMPLETE FOR EACH BEING CLAIMED AGAINST

SHORTCUT LINK TO EACH CATEGORY

1. Planning Expenditures
2. Training Expenditures
3. Exercise Expenditures
4. Organizational Expenditures
5. Equipment Expenditures
6. Management and Administration Expenditures

(limited up to 5% of the total award # passing through funds, sub-awards)

CATEGORY

EXERCISE

GRANTEE: 0 AGREEMENT # R0925 GRANT YEAR 2023

COST INCURRED DURING THE PERIOD OF: January 0, 1900 THROUGH January 0, 1900

VENDOR	INVOICE DATE	DATE PAID	CHECK #	DESCRIPTION	AMOUNT (Requested for reimbursement)	Issue Number
				TOTAL EXPENDITURES	$0.00	

FORM MUST ACCOMPANY THE REIMBURSEMENT REQUEST

DIVISION OF EMERGENCY MANAGEMENT
DETAIL OF CLAIMS
FORM 3

SCROLL DOWN TO THE APPROPRIATE CATEGORIES AND COMPLETE FOR EACH BEING CLAIMED AGAINST

SHORTCUT LINK TO EACH CATEGORY

1. Planning Expenditures
2. Training Expenditures
3. Exercise Expenditures
4. Organizational Expenditures
5. Equipment Expenditures
6. Management and Administration Expenditures

(limited up to 5% of the total award if passing through funds, sub-awards)

CATEGORY

ORGANIZATIONAL

GRANTEE: 0 AGREEMENT # R0925 GRANT YEAR 2023

COST INCURRED DURING THE PERIOD OF: January 0, 1900 THROUGH January 0, 1900

VENDOR	INVOICE DATE	DATE PAID	CHECK #	DESCRIPTION	AMOUNT (Requested for reimbursement)	Issue Number
				TOTAL EXPENDITURES	$0.00	

FORM MUST ACCOMPANY THE REIMBURSEMENT REQUEST

DIVISION OF EMERGENCY MANAGEMENT

DETAIL OF CLAIMS

FORM 3

SCROLL DOWN TO THE APPROPRIATE CATEGORY AND COMPLETE A FORM FOR EACH BEING CLAIMED AGAINST

SHORTCUT LINK TO EACH CATEGORY

1. Planning Expenditures
2. Training Expenditures
3. Exercise Expenditures
4. Organizational Expenditures
5. Equipment Expenditures
6. Management and Administration Expenditures

(limited up to 5% of the total award if passing through funds, sub-awards)

CATEGORY

EQUIPMENT

GRANTEE: 0 AGREEMENT # R0925 GRANT YEAR 2023

COST INCURRED DURING THE PERIOD OF: January 0, 1900 THROUGH January 0, 1900

VENDOR	INVOICE DATE	DATE PAID	CHECK #	DESCRIPTION	AMOUNT (Requested for reimbursement)	Issue Number
				TOTAL EXPENDITURES	$0.00	

FORM MUST ACCOMPANY THE REIMBURSEMENT REQUEST

DIVISION OF EMERGENCY MANAGEMENT

DETAIL OF CLAIMS

FORM 3

SCROLL DOWN TO THE APPROPRIATE CATEGORY AND COMPLETE A FORM FOR EACH BEING CLAIMED AGAINST

SHORTCUT LINK TO EACH CATEGORY

1. Planning Expenditures
2. Training Expenditures
3. Exercise Expenditures
4. Organizational Expenditures
5. Equipment Expenditures
6. Management and Administration Expenditures

(limited up to 5% of the total award if passing through funds, sub-awards)

CATEGORY

MANAGEMENT & ADMINISTRATION

LIMITED UP TO 5% OF TOTAL AWARD IF PASSING FUNDS THROUGH (SUBAWARDS)

GRANTEE: 0 AGREEMENT # R0925 GRANT YEAR 2023

COST INCURRED DURING THE PERIOD OF: January 0, 1900 THROUGH January 0, 1900

VENDOR	INVOICE DATE	DATE PAID	CHECK #	DESCRIPTION	AMOUNT (Requested for reimbursement)	Issue Number
				TOTAL EXPENDITURES	$0.00	

FORM MUST ACCOMPANY THE REIMBURSEMENT REQUEST

DIVISION OF EMERGENCY MANAGEMENT

REIMBURSEMENT BUDGET BREAKDOWN

AGREEMENT # R0925 GRANT YEAR

FORM 4

THIS FORM IS BACKUP AND MUST ACCOMPANY THE 'REIMBURSEMENT REQUEST' (FORM 2) AND 'DETAIL OF CLAIMS' (FORM 3).

Line Item	Allowable Planning Costs	Quantity	Unit Cost	Budget Total Allocated	Current Claim Amount	Previous Claim(s) Total	Remaining Balance	Issue #
	Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities				$ -	$ -	$ -	
					$ -	$ -	$ -	
	Developing and implementing homeland security support programs and adopting ongoing DHS national initiatives				$ -	$ -	$ -	
					$ -	$ -	$ -	
	Developing related terrorism prevention activities				$ -	$ -	$ -	
					$ -	$ -	$ -	
	Developing and enhancing plans and protocols				$ -	$ -	$ -	
					$ -	$ -	$ -	
	Developing or conducting assessments				$ -	$ -	$ -	
					$ -	$ -	$ -	
	Hiring of full or part-time staff or contractors/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties)				$ -	$ -	$ -	
					$ -	$ -	$ -	
	Conferences to facilitate planning activities				$ -	$ -	$ -	
					$ -	$ -	$ -	
	Materials required to conduct planning activities				$ -	$ -	$ -	
					$ -	$ -	$ -	
	Travel/per diem related to planning activities				$ -	$ -	$ -	
					$ -	$ -	$ -	
	Overtime and backfill costs - Payment of overtime expenses will be for work performed by award (SAA) or sub-award employees in excess of the established work week (usually 40 hours) related to the planning activities for the development and implementation of the programs under HSGP				$ -	$ -	$ -	
					$ -	$ -	$ -	
	Other projects areas with prior approval from FEMA				$ -	$ -	$ -	
					$ -	$ -	$ -	
				Planning - SUB TOTAL	$ -	$ -		

Line Item	Allowable HSGP and LETP Organizational Costs	Quantity	Unit Cost	Budget Total Allocated	Current Claim Amount	Previous Claim(s) Total	Remaining Balance	Issue #
	Overtime for information, investigative, and intelligence sharing activities (up to 50 percent of the allocation)				$ -	$ -	$ -	
					$ -	$ -	$ -	
	Reimbursement of select operational expenses associated with increased security measures at critical infrastructure sites, incurred during time periods of DHS-declared alerts (up to 50 percent of the allocation)				$ -	$ -	$ -	
					$ -	$ -	$ -	
	Hiring of new staff position/ contractors/consultants for participation in information/intelligence analysis and sharing groups or fusion center activities (up to 50 percent of the allocation)				$ -	$ -	$ -	
					$ -	$ -	$ -	
				Organizational Cost - SUB TOTAL	$ -	$ -		

Line Item	Allowable Training Costs	Quantity	Unit Cost	Budget Total Allocated	Current Claim Amount	Previous Claim(s) Total	Remaining Balance	Issue #
	Overtime and backfill for emergency preparedness and response personnel attending FEMA-sponsored and approved training classes.				$ -	$ -	$ -	
					$ -	$ -	$ -	
	Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in FEMA training				$ -	$ -	$ -	
					$ -	$ -	$ -	
	Training, Workshops and Conferences - Grant funds may be used to plan and conduct training workshops or conferences to include costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel and training plan development.				$ -	$ -	$ -	
					$ -	$ -	$ -	
	Full or Part-Time Staff or Contractors/Consultants - Full or part-time staff may be hired to support training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured by the state in the design, development, conduct, and evaluation of CBRNE training. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) must be followed.				$ -	$ -	$ -	
					$ -	$ -	$ -	
	Travel - Travel costs (i.e., airfare, mileage, per diem, hotel, etc.) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the training project(s) or for attending OOP-sponsored courses. These costs must be in accordance with state law as highlighted in the *OJP Financial Guide*. States must also follow state regulations regarding travel. If a state or territory does not have a travel policy they must follow federal guidelines and rates, as explained in the *OJP Financial Guide*. For further information on federal law pertaining to travel costs please refer to http://www.ojp.usdoj.gov/FinGuide.				$ -	$ -	$ -	
					$ -	$ -	$ -	
	Supplies - Supplies are items that are expended or consumed during the course of the planning and conduct of the training project(s) (e.g., copying paper, gloves, tape, and non-sterile masks.)				$ -	$ -	$ -	
					$ -	$ -	$ -	

Line Item	Allowable Training Costs	Quantity	Unit Cost	Budget Total Allocated	Current Claim Amount	Previous Claim(s) Total	Remaining Balance	Issue #
					$ -	$ -	$ -	
	Other Items - These costs include the rental of space/locations for planning and conducting training, badges, etc.				$ -	$ -	$ -	
					$ -	$ -	$ -	
			Training - SUB TOTAL		$ -	$ -		
	A complete list of ODP approved training courses may be found at www.ojp.usdoj.gov/odp/docs/Eligible_Federal_Courses.pdf							
Line Item	**Allowable Exercise Costs**	**Quantity**	**Unit Cost**	**Budget Total Allocated**	**Current Claim Amount**	**Previous Claim(s) Total**	**Remaining Balance**	**Issue #**
	Design, Develop, Conduct and Evaluate an Exercise				$ -	$ -	$ -	
					$ -	$ -	$ -	
	Exercise Planning Workshop - Grant funds may be used to plan and conduct an Exercise Planning Workshop to include costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel and exercise plan development.				$ -	$ -	$ -	
					$ -	$ -	$ -	
Line Item	**Allowable Exercise Costs**	**Quantity**	**Unit Cost**	**Budget Total Allocated**	**Current Claim Amount**	**Previous Claim(s) Total**	**Remaining Balance**	**Issue #**
	Full or Part-Time Staff or Contractors/Consultants - Full or part-time staff may be hired to support exercise-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of CBRNE exercises. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) must be followed.				$ -	$ -	$ -	
					$ -	$ -	$ -	
	Overtime and backfill costs – Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in FEMA exercises.				$ -	$ -	$ -	
					$ -	$ -	$ -	
	Implementation of HSEEP				$ -	$ -	$ -	
					$ -	$ -	$ -	
	Travel - Travel costs (i.e., airfare, mileage, per diem, hotel, etc.) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise project(s). These costs must be in accordance with state laws as highlighted in the OJP Financial Guide. States must also follow state regulations regarding travel. If a state or territory does not have a travel policy they must follow federal guidelines and rates, as explained in the OJP Financial Guide. For further information on federal law pertaining to travel costs please refer to http://www.ojp.usdoj.gov/FinGuide.				$ -	$ -	$ -	
					$ -	$ -	$ -	
	Supplies - Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).				$ -	$ -	$ -	
					$ -	$ -	$ -	
	Other Items - These costs include the rental of space/locations for exercise planning and conduct, exercise signs, badges, etc.				$ -	$ -	$ -	
					$ -	$ -	$ -	
			Exercise - SUB TOTAL		$ -	$ -		
Line Item	**Allowable Equipment Costs**	**Quantity**	**Unit Cost**	**Budget Total Allocated**	**Current Claim Amount**	**Previous Claim(s) Total**	**Remaining Balance**	**Issue #**
	Eligible Equipment Acquisition Costs The table below highlights the allowable equipment categories for this award. A comprehensive listing of these allowable equipment categories, and specific equipment eligible under each category, are listed on the web-based version of the Authorized Equipment List (AEL) on the Lessons Learned Information System at http://llis.gov/. Here is where you will find the appropriate AEL number for the equipment you plan to purchase.						$ -	
					$ -	$ -	$ -	
					$ -	$ -	$ -	
					$ -	$ -	$ -	
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					$ -	$ -	$ -	
					$ -	$ -	$ -	
					$ -	$ -	$ -	
					$ -	$ -	$ -	
					$ -	$ -	$ -	
				Equipment -SUB TOTAL		$ -		

Line Item	Eligible Management and Administration Costs (M&A costs may not exceed 5% of the Recipient's total award)	Quantity	Unit Cost	Budget Total Allocated	Current Claim Amount	Previous Claim(s) Total	Remaining Balance	Issue #
	Hiring of full-time or part-time staff or contractors/consultants: • To assist with the management of this grant • To assist with application requirements and the implementaion of this grant • To assist with the compliancy with reporting and data collection as it may relate to this grant • Meeting compliance with reporting/data collection requirements, including data calls.				$ -	$ -	$ -	
					$ -	$ -	$ -	
	Development of operating plans for information collection and processing necessary to respond to DHS/FEMA data calls.				$ -	$ -	$ -	
					$ -	$ -	$ -	
					$ -	$ -	$ -	

Line Item	Eligible Management and Administration Costs (M&A costs may not exceed 5% of the Recipient's total award)	Quantity	Unit Cost	Budget Total Allocated	Current Claim Amount	Previous Claim(s) Total	Remaining Balance	Issue #
					$ -	$ -	$ -	
	Travel expenses				$ -	$ -	$ -	
					$ -	$ -	$ -	
	Meeting-related expenses (For a complete list of allowable meeting-related expenses, please review the OJP Financial Guide at http://www.ojp.usdoj.gov/FinGuide).				$ -	$ -	$ -	
					$ -	$ -	$ -	
	Acquisition of authorized office equipment, including personal computers, laptop computers, printers, LCD projectors, and other equipment or software which may be required to support the implementation of the homeland security strategy.				$ -	$ -	$ -	
					$ -	$ -	$ -	
	• Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc. • Leasing and/or renting of space for newly hired personnel to administer programs.				$ -	$ -	$ -	
					$ -	$ -	$ -	
				Management & Administrative SUB TOTAL	$ -	$ -		
				TOTAL EXPENDITURES	$ -	$ -	$ -	

Attachment K

CLOSE-OUT REPORT
FORM 8

This form should be completed and submitted to the Division no later than **sixty (60) days** after completion of projects or the termination date of the Agreement, whichever occurs first.

RECIPIENT / GRANTEE

R0925
AGREEMENT #

GRANT YEAR

ADDRESS

AGREEMENT AMOUNT

CITY AND STATE

AGREEMENT PERIOD OF PERFORMANCE

(1) COST CATEGORIES	(2) TOTAL EXPENDITURES
1. Planning Costs	
2. Training Costs	
3. Exercise Costs	
4. Organization Costs	
5. Equipment Acquisition Costs	
6. Management and Administration Costs	
TOTAL EXPENDITURES	

(3) DATE EXPENDITURE(S)	(4) PAYMENT RECEIVED AMOUNT
TOTAL	

Please Indicate Amounts For The Following:

Agreement Amount $ -

Total Expenditures

Deobligated Funds $ -

Was Equipment Purchased? Y/N

If yes, provide final equipment list prior to close-out

Were Funds Expended in accordance with agreement terms? Y/N

All quarterly reports submitted up to current reporting period? Y/N

Indicate Amounts Related to Advance(s):

If not applicable, please proceed to next section

Total Amount of Advance(s) Received

Total Expenditures

Deobligated Amount of Advance Rec'd

Interest Earned on Advance

Balance of Agreement owed to FDEM

REFUND AND/OR FINAL INTEREST CHECK

Refund and/or final interest check is due no later than ninety (90) days after the expiration date of the Agreement.

Make check payable to : **Cashier, Division of Emergency Management**

Mail to: **Florida Division of Emergency**
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

I hereby certify that the above cost(s) are true and valid cost(s) incurred in accordance with the project agreement.
I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed: _____ **Date:** _____
Grant Manager

Signed: _____ **Date:** _____
Financial Officer

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

DIVISION OF EMERGENCY MANAGEMENT
Procurement Method Report
Form 5

Vendor Name: _____ Agreement #: R0925 GRANT YEAR

Invoice #: _____ Invoice Amount: _____

Attach to Applicable Invoice

This report must be used to summarize methodology for all procurements. All forms mentioned are available at:

https://www.floridadisaster.org/dem/preparedness/grants-unit/

Subrecipients must check the federally debarred/suspended vendors at System for Award Management (previously called Excluded Parties List System) at www.sam.gov prior to execution of any procurement or contract.

Check appropriate boxes below

System for Award Management (SAM)

☐ Checked System for Award Management (SAM) for debarment/suspension (print page and attach). If no search was found for the vendor, complete the FDEM debarment/suspension form located in the grant agreement.

Affirmative Steps

☐ Were necessary affirmative steps taken to assure that minority businesses, women's enterprises, and labor surplus area firms were used? Please provide their information here.

Vendor Name: _____ Vendor Type: _____ Amount: _____

Vendor Name: _____ Vendor Type: _____ Amount: _____

Sole Source and Single Vendor Response to a Competitive Bid

☐ All sole source procurements and single vendor response to a competitive bid require pre-approval by the Florida Division of Emergency Management Domestic Security Unit and use of the Sole Source Form. FDEM's sole source approval documentation will be maintained in both the jurisdictional and FDEM grant files.

State Term Contract

☐ State Term Contract is when contracted vendor(s) provide specific commodites and service purchases to agencies on as as-needed basis for a specified period of time.

Vendor Name: _____ Amount: _____

State Term Contract #: _____

Discretionary Purchases

Purchases up to $2,499: shall be carried out using good purchasing practices which may include written quotations or written record of telephone quotes.

☐ $0 - $2,499 – Self-assurance and adequate competition must be documented for jurisdiction's grant files.

Purchases greater than $2,500 but less than $35,000: Requires at least two (2) documented written quotations. Documented quotes must be attached.

☐ $2,500 - $34,999 – Certification Statement required for reimbursement (for each procurement).

1. Vendor Name _____ Amount: _____
2. Vendor Name _____ Amount: _____
3. Vendor Name _____ Amount: _____

Selection Method & Justification: _____

_____

Attach Additional Page(s) as Needed for Explanation of Selection Process Utilized and Justification for Selection

Formal Solicitations

Scope of Work (SOW) must be provided.

☐ $35,000 - Greater – Written solicitation required and pre-approval from FDEM.

FDEM Pre-Approval received _____ date

Invitation to Bid, Request for Proposal or Invitation to Negotiate documents.

Published advertisement and/or solicitations. List all submitted proposals/vendor and the bid amounts.

Vendor award/selection criteria, Justification statement as to why vendor was chosen.

Contract award/Change Orders/Revisions/Amendments/etc.

Alternative Contract Source

Commodities or Services available to the State via outside contract vehicle. A copy of the executed contract must be submitted.

☐ Sourcing from a Piggyback Contract or General Services Administration approved vendor lists ($0-$50,000)

1. Applicable Government Contract _____
2. Vendor Name _____

If GSA contract requires additional quotes please submit them along with this report.

I certify the above information is true and accurate and documentation related to this procurement is on file and available upon request.

_____ _____

Grant Manager Signature Date

_____

Print Name and Title

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

This report must be used to summarize the methodology for all procurements

Federal/State Procurement References
60-A 1.002 Florida Administrative Code
287-057 F.S. State of Florida Statute
2 CFR 200:317 - 200:326 Code of Federal Regulations

DIVISION OF EMERGENCY MANAGEMENT
Cost Analysis

AGREEMENT # R0925 GRANT YEAR

Form 6

Required Signatures: **Original Ink**

PROJECT TITLE:

BUDGET DETAIL				COST ANALYSIS			
Budget items below to be provided by the **Contractor**. See attached instructions.				Cost Analysis to be completed by the Department Contract Manager. See attached instructions.			
1. PERSONNEL EXPENSES A. Salaries - (Name/Title/Position)	Hourly Cost ($)	Hours	Totals ($)	Allowable	Reasonable	Necessary	COMMENTS (Basis for Decision)
		Total Salaries					
B. Fringe Benefits (Rate% * Total salaries applicable)	Rate %	Total Sal. App.	Total $				
		Total Personnel Expenses (A+B)					
2. Supplies Description	Unit Cost $	Quantity	Totals $				
		Total Supplies					
3. Equipment Description	Unit Cost $	Quantity	Totals $				
		Total Equipment					
4. Travel Purpose/Destination	Days * Per Diem $	+ Fare/Rate $ * Mileage	Totals $				
		Total Travel					
				Allowable	Reasonable	Necessary	COMMENTS (Basis for Decision)
5. Contractual Name or Services	Fee/Rate $	Hours	Totals $				
		Total Contractual					
6. Miscellaneous Description	Unit Cost $	Quantity	Totals $				
		Total Miscellaneous					
		SUBTOTAL (1 thru 6)					
7. Overhead/Indirect - Base:	Rate %	Base $	Total $				
8. Total Budget			$				

CERTIFICATION

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is attached evidencing the methodology used and the conclusions reached.

Name:

Signature:

Date:

Attachment J

DIVISION OF EMERGENCY MANAGEMENT

TIME AND EFFORT

AGREEMENT # R0925 GRANT YEAR

FORM 7

This form is required to accompany reimbursement claims for salaries charged to the grant.

Employee Name: _____

Pay Period: _____ TO _____ **Indicate Contracted Hours for Pay Period** _____

		Week 1: Dates ___ to ___								Week 2: Dates ___ to ___								Grand Total
	Project Type	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1	SHSP M&A																	
2	Planning																	
3	Organization																	
4	EMPG M&A																	
5	Planning																	
6	Vacation																	
7	Sick Time																	
8																		
9																		
10																		
11																		
12																		
13																		
14																		
	Daily Totals																	
									Week One Total								Week Two Total	

I hereby certify that the above allocation of my time is accurate for the time period in which this report covers.

Employee Signature: Date:

I hereby certify that to the best of my knowledge and belief, the reported time allocation entered in this report is accurate and in accordance with Local, State, and Federal Regulations and Guidance pertaining to reimbursement of Homeland Security Grant funds.

Supervisor Signature: Date:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

Village Council
Joe I. Rasco, *Mayor*
Oscar Sardiñas, *Vice Mayor*
Michael F. Bracken
Franklin H. Caplan
Edward London
Nancy Stoner
Fernando A. Vazquez

Village Manager
Steven C. Williamson

MEMORANDUM

DATE: December 9, 2025

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: 398 Harbor Drive Drainage Easement Agreement

RECOMMENDATION

Recommend the Village Council authorize the Village Manager to accept the stormwater drainage easement at 398 Harbor Drive to enable the future development of a new and enhanced stormwater drainage outfall.

DISCUSSION

Purpose: The requested drainage easement along the north side of the 398 Harbor Drive property will allow for a new larger diameter outfall that will be available to the Village as it proceeds with the future redesign of the overall Village-wide stormwater drainage system. This new outfall will replace an existing outfall on the south side of the property.

Background: The Village of Key Biscayne is conducting design work for stormwater drainage improvements throughout the Village as part of the Resilient Infrastructure & Adaptation Program. While the overall Village-wide drainage improvement approach is preliminary, consultants and staff identified that there is a significant deficit in the ability of an upgraded system to discharge water into Biscayne Bay using the existing drainage outfalls in existing stormwater drainage easements through private properties.

Village Council adopted a change to the zoning ordinance in March of 2023 to create an incentive for private property owners to provide additional drainage easements to the Village to address this deficit. The incentive allows for additional square footage on the third level of a home as long as it does not exceed the overall allowed square footage. In this context the owners of the property are willing to grant the Village a drainage easement on the north side of the property as a substitute to the existing platted easement and existing outfall on the south side of the property.

Justification: To address the above-mentioned objective set by Council to improve stormwater drainage across the Village, this easement agreement and future up-sized drainage outfall would directly support one of the main goals of the Resilient Infrastructure and Adaptation program, to reduce street flooding in the face of intensifying precipitation events and sea level rise.

Implementation/Integration Plan: There is no specific plan at the moment for the construction of the new outfall as the focus is on securing the easement. Village staff will work with the property owner and the project engineer to potentially have the new outfall installed while the property is under construction. Will integrate into future stormwater solutions for Zone 2 particularly the are around West Heather Lane.

RESOURCE IMPACT

Personnel: This work order will be overseen by Dr. Roland Samimy (VKB CRSO), Mr. Chris Miranda (VKB Public Works Director), and Mr. Mike Houda (B&V Program Manager).

FUNDING SOURCES

- ***GL Code:*** Not Applicable
- ***Budget Line-Item:*** Not Applicable
- ***Amount:*** Not Applicable

STRATEGIC CONNECTION (GOAL / FOCUS AREA)

- Resilient and Sustainable Environment and Infrastructure – Goal
- Reduce Flooding – Focus Area

ATTACHMENT(S)

398 Harbor Drive Easement Agreement.

Prepared by: Roland Samimy, Ph.D., Chief Resilience and Sustainability Officer

Department Director: Chris Miranda | Public Works Director

Reviewed by Mr. Chad Friedman from Weiss Serota Helfman Cole & Bierman as to form and legal sufficiency.

RESOLUTION NO. 2025 - _____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING AND ACCEPTING A DRAINAGE AND USE EASEMENT AGREEMENT WITH KEY BISCAYNE REAL PROPERTIES, LLC RELATING TO THE PROPERTY LOCATED AT 398 HARBOR DRIVE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne (the "Village") desires to address current and future flooding conditions within the Village; and

WHEREAS, there is currently a platted drainage easement on the south side of the property located at 398 Harbor Drive, Key Biscayne, Florida 33149 (the "Property"); and

WHEREAS, Key Biscayne Real Properties, LLC, a Delaware limited liability company, (the "Grantor") has requested that the Village abandon the platted drainage easement on the south side and grant the Village a 10'-0" drainage and use easement (the "Easement") on the north side of the Property; and

WHEREAS, the Village Council desires to abandon the use of the south side easement and approve and accept the Easement, in substantially the form attached hereto as Exhibit "A"; and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. Each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. **Easement Approved and Accepted.** The Village Council hereby approves the Easement relating to the Property in substantially the form attached hereto as Exhibit "A."

Section 3. **Implementation.** The Village Manager is hereby authorized to take any and all steps necessary to implement the intent and purpose of this Resolution.

Section 4. **Effective Date.** This Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____ 2025.

_____
JOE I. RASCO, MAYOR

ATTEST:

_____
JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

Prepared by and return to:

Chad S. Friedman, Esq.
Weiss Serota Helfman Cole + Bierman, PL
2800 Ponce de Leon Boulevard, Suite 1200
Coral Gables, Florida 33134

Folio Number: 24-54232-006-0040

DRAINAGE AND USE EASEMENT AGREEMENT

This DRAINAGE AND USE EASEMENT AGREEMENT ("Agreement") between Key Biscayne Real Properties LLC, a Delaware Limited Liability Company, whose address is 398 Harbor Drive, Key Biscayne, Florida 33149 ("Grantor"), and the Village of Key Biscayne, Florida, a municipal corporation, whose address is 88 West McIntyre Street, Key Biscayne, Florida 33149 ("Grantee"), is entered into and effective as of the date this Agreement is accepted by Grantee. Grantor and Grantee are hereinafter referred to collectively as the "Parties," and individually referred to as a "Party."

RECITALS

WHEREAS, Grantor is the owner of the subject property legally in Exhibit A, attached hereto and made a part hereof ("Property"), as also defined in Section 2, and located at 398 Harbor Drive, Key Biscayne, Florida 33149;

WHEREAS, an eight foot (8'-0") platted drainage easement is located along the length of the southern property line of the Property, as described in Exhibit B, attached hereto and made a part hereof (the "Platted Easement");

WHEREAS, the Platted Easement contains underground improvements, including but not limited to piping, outfall, culverts, and other drainage facilities (the "Drainage Improvements");

WHEREAS, the Property is eligible, subject to the Village of Key Biscayne Code of Ordinances (the "Village Code"), to receive the Floor Area Ratio (FAR) bonus incentives for stormwater management as provided for in Section 30-42 of the Village of Key Biscayne Code of Ordinances;

WHEREAS, Village staff would support the FAR bonus as provided for in Section 30-42 of the Village Code, which is subject to approval by the Building, Zoning and Planning Director and, if applicable, the Village Council;

WHEREAS, Grantor in connection with the redevelopment of the Property, desires to relocate the Drainage Improvements within the Platted Easement, it being understood that the Drainage Improvements will remain in place but shall no longer be utilized;

WHEREAS, as such, Grantor seeks to grant a new drainage easement on the north ten feet (10'-0") of the Property to the Grantee, as described in Exhibit C, attached hereto and made a part hereof (the "Drainage Easement");

WHEREAS, with the relocation of the Drainage Improvements from the Platted Easement area to the Drainage Easement area, Grantee shall abandon and cap all Drainage Improvements within the Platted Easement and allow Grantor the full use, improvement, and enjoyment on, over, under, across, and through that portion of the Property located within the Platted Easement;

WHEREAS, Grantor is willing to grant such an easement for the Drainage Easement, as specifically defined in Section 3, to Grantee pursuant to this Agreement.

EASEMENT AND USE

NOW, THEREFORE, for and in consideration of the mutual terms and conditions contained herein, and the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby declare as follows:

1. **Recitals.** The recitals set forth above are true, accurate, and fully incorporated by reference herein.

2. **Description of Property.** Grantor is the owner of that certain real property, as particularly described in Exhibit A.

3. **Grant of Easement.** Grantor hereby grants to Grantee, its licensees, agents, independent contractors, successors and assigns, and unrestricted and perpetual non-exclusive drainage easement on, over, under, across, and through that certain portion of the Property identified as the Drainage Easement, together with any incidental or necessary appurtenances thereto, for the installation, operation, maintenance, repair, and replacement of drainage structures that serve the drainage, retention, and outflow of surface water through the Drainage Easement.

4. **Drainage Easement Use.** The grant of said Drainage Easement, as described herein, shall be limited to the right (i) of ingress, egress, and access on, over, under, across, and through the Drainage Easement area; and (ii) to install, operate, maintain, repair, and replace drainage structures and appurtenant equipment within the Drainage Easement for drainage, retention, and outflow of surface water.

5. **Platted Easement Use.** Grantor retains the right to engage in any activities on, over, under, across, or through the Platted Easement. Grantor shall, for its own purposes, utilize the

Property in any manner that does not unreasonably interfere with any remaining improvements that continue to be in use, it being expressly understood that the Platted Easement is no longer utilized for drainage purposes and that it is not intended to be utilized for drainage purposes in the future as it is the intent to relocate the drainage infrastructure to the Drainage Easement.

6. **Drainage Easement Use.** Grantor shall retain the right to engage in any activities on, over, under, across, or through the Drainage Easement, provided such activities are permitted by law and the Land Development Regulations of the Village of Key Biscayne. Subject to the prior review and approval of the Village, Grantor may install reasonable improvements including landscaping, pavers and decking, construction of a perimeter wall, and associated below-grade concrete foundation footings, along the north property line so long as said improvements do not conflict with the Drainage Easement.

7. **No Waiver of Village Regulatory or Police Powers.** The Village cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights and obligations as it may relate to regulations of general applicability which may govern this Agreement. Nothing herein shall be deemed to create an affirmative duty of the Village to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its ordinances, rules and regulations, federal laws and regulations and state laws and regulations.

8. **Amendments.** This Agreement may be amended, altered, or modified only by written agreement between the Parties, or their heirs, assigns, or successors-in-interest, which shall be recorded in the Public Records of Miami-Dade County, Florida

9. **Prior Agreements.** This Agreement represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

10. **Jurisdiction, Venue, Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Eleventh Judicial Circuit in Miami-Dade County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either Party may claim by virtue of its residency or other jurisdictional device. BY **ENTERING INTO THIS AGREEMENT, GRANTOR AND GRANTEE HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE**

TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

11. **Binding Effect.** This Agreement shall run with the land, and shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors, and assigns.

12. **Incorporation by Reference.** All exhibits are incorporated into and made a part of this Agreement.

13. **Representation of Authority.** Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

14. **Recording.** Grantee, at its own expense, shall record this fully executed Easement in its entirety in the Public Records of Miami-Dade County, Florida.

IN WITNESS WHEREOF, the undersigned has signed and sealed this Instrument on the respective date under its signature: _____, as _____ of Key Biscayne Real Properties LLC, a Delaware Limited Liability Company, signing as Property owner and the Village of Key Biscayne, signing by and through its Mayor, authorized to execute same by the Village council action on the _____ day of _____, 20__ (Agenda Item #____).

[EXECUTION PAGES FOLLOW]

EXECUTED as of the date first above written in several counterparts, each of which shall be deemed an original, but all constituting only one agreement.

Signed, sealed, and delivered
in the presence of:

VILLAGE OF KEY BISCAYNE,
a Florida municipal corporation

_____

By:_____

Name: Joe I. Rasco

Print Name:_____

Title: Mayor

_____

Attest: _____

Village Clerk

Print Name:_____

STATE OF FLORIDA)
)SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025 by Joe I Rasco as Mayor of the Village of Key Biscayne, a municipal corporation, on behalf of the Municipal Corporation. He is personally known to me or has produced _____ as identification and who did (did not) take an oath.

_____

NOTARY PUBLIC

_____

Typed or Printed Name of Notary

My Commission expires:

Serial No., if any:_____

Signed, sealed, and delivered
in the presence of:

_____

Print Name:_____

_____

Print Name:_____

KEY BISCAYNE REAL PROPERTIES LLC,
a Delaware Limited Liability Company

By:_____

Name:_____

Title: _____

STATE OF _____)
)SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____, 2025 by _____ as _____ of Key Biscayne Real Properties LLC, a Delaware Limited Liability company. He is personally known to me or has produced _____ as identification and who did (did not) take an oath.

_____

NOTARY PUBLIC

_____

Typed or Printed Name of Notary

My Commission expires:

Serial No., if any:_____

Exhibit A

Legal Description of the Property:

Lot 10, Block 17, "FOURTH ADDITION TO TROPICAL ISLE HOMES SUBDIVISION", according to the Plat thereof, as recorded in Plat Book 53, Page 39 of the public records of Miami-Dade County, Florida. Containing 20,933 square feet, more or less.

Exhibit B

Legal Description of the Platted Easement:

The South 8 feet of Lot 10, Block 17, "FOURTH ADDITION TO TROPICAL ISLE HOMES SUBDIVISION", according to the Plat thereof, as recorded in Plat Book 53, Page 39 of the public records of Miami-Dade County, Florida. Containing 1,681 square feet, more or less.

Exhibit C

Legal Description of the Drainage Easement:

The North 10 feet of Lot 10, Block 17, "FOURTH ADDITION TO TROPICAL ISLE HOMES SUBDIVISION", according to the Plat thereof, as recorded in Plat Book 53, Page 39 of the public records of Miami-Dade County, Florida. Containing 2,075 square feet, more or less.

Village Council
Joe I. Rasco, *Mayor*
Oscar Sardiñas, *Vice Mayor*
Michael F. Bracken
Franklin H. Caplan
Edward London
Nancy Stoner
Fernando A. Vazquez

Village Manager
Steven C. Williamson

STAFF MEMORANDUM

DATE: December 9, 2025

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Purchasing Approval Threshold

RECOMMENDATION

Recommend that the Village Council amend Chapter 2, Article IV, Division 2 of the Village Code of Ordinances to (1) increase the Village Manager's purchasing authority from $50,000 to $60,000 and (2) increase the informal solicitation threshold (three-quote requirement) from $5,000 to $6,000.

DISCUSSION

Purpose: To recommend updates to the Village's procurement thresholds in order to improve operational efficiency, reduce unnecessary administrative burden, and better align with current economic conditions. Specifically, this proposal seeks to increase the Village Manager's purchasing authority and the informal solicitation threshold (3 quote requirement), both adjusted to reflect inflationary changes since the last ordinance update.

Background: When the Village was incorporated in 1992, the procurement code established very modest purchasing limits that reflected the economic conditions and organizational scale of that time. The Village Manager's purchasing authority was set at $10,000, and the threshold requiring informal solicitations (the three-quote requirement) was set at $2,500. These limits remained unchanged for almost 30 years.

By 2020, both thresholds had become outdated due to the combined impact of inflation and the increased complexity of municipal operations. Routine purchases commonly exceeded the historical limits, resulting in delays as even relatively small expenditures required Council approval. At the January 28, 2020 Regular Council Meeting, the Council directed staff to prepare an update to recalibrate these thresholds. Ordinance 2020-02 was adopted on March 9, 2020, increasing the Village Manager's purchasing authority to $50,000 and raising the informal solicitation threshold to $5,000. The changes made in 2020 were intended to restore purchasing power eroded by almost three decades of inflation and to allow the organization to function more efficiently without sacrificing oversight.

Justification: Based on Consumer Price Index (CPI) data for South Florida, the purchasing power of the current thresholds has again eroded substantially since 2020. A $50,000 threshold in 2020 would equate to approximately $66,000 today. Similarly, the $5,000 quote requirement originally $1,000 in 1992 would now be worth $6,600 in today's dollars.

Rather than matching those figures exactly, this proposal recommends more conservative and benchmark-aligned thresholds:

- Increase the Village Manager's purchasing authority to $60,000
- Increase the informal solicitation threshold (three-quote requirement) to $6,000

These recommended amounts:

- Preserve purchasing power eroded by inflation
- Remain within a reasonable and cautious range
- Align more closely with thresholds in comparable South Florida municipalities
- Avoid sending unintended signals to vendors that may encourage price inflation at the upper limits

All purchases over $6,000 would still require the solicitation of at least three quotes, and purchases above $60,000 would continue to require formal competitive solicitation and Council approval. The Village's existing internal controls, budget procedures, and procurement policies will remain in place to ensure transparency and accountability.

STRATEGIC CONNECTION (GOAL / FOCUS AREA)

- Goal - Effective and Efficient Government Services
- Focus Area – Streamline and Modernize Village Operations

ATTACHMENT(S)

- CPI Calculations

Prepared by: Benjamin Nussbaum | Chief Financial Officer

Reviewed by Mr. Chad Friedman from Weiss Serota Helfman Cole & Bierman as to form and legal sufficiency.

ORDINANCE NO. 2026-_____

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING SECTION 2-82, "PURCHASING LIMITATIONS; COMPETITIVE BIDDING," OF CHAPTER 2 OF THE VILLAGE CODE OF ORDINANCES RELATING TO COMPETITIVE BIDDING THRESHOLDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne ("Village") Council finds it periodically necessary to amend its Code of Ordinances ("Code") in order to update regulations and procedures to implement municipal goals and objectives; and

WHEREAS, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, provide municipalities with the authority to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance thereof; and

WHEREAS, the Village Council finds that updating the Village's procurement provisions will allow the Village to improve efficiencies; and

WHEREAS, the Village Council finds that adoption of this Ordinance is in the best interest and welfare of the Village and its residents.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:[1]

Section 1. Recitals. The above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. Amending Section 2-82, "Purchasing limitations; competitive bidding," of the Village Code. That Section 2-82, "Purchasing limitations; competitive bidding," of the Code of Key Biscayne, Florida, is hereby amended to read as follows:

CHAPTER 2 – ADMINISTRATION

* * *

Article IV. – FINANCE

* * *

Division 2. – PURCHASING

* * *

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes made at second reading are indicated with ~~**double strikethrough**~~ and double underline.

Section 2-82. - Purchasing limitations; competitive bidding.

(a) *Purchases less than ~~$5,000.00~~ $6,000.00.* Purchases of or contracts for materials, supplies, equipment, improvements or services for which funds are provided in the budget, where the total amount to be expended is not in excess of ~~$5,000.00~~ $6,000.00, may be made or entered into by the Village Manager without submittal to the Council and without competitive bidding. Single purchases or contracts in excess of ~~$5,000.00~~ $6,000.00 shall not be broken down to amounts less than ~~$5,000.00~~ $6,000.00 to avoid the requirements of this section.

(b) *Purchases more than ~~$5,000.00~~ $6,000.00 but less than ~~$50,000.00~~ $60,000.00.* Purchases of or contracts for materials, supplies, equipment, improvements or services for which funds are provided in the budget, where the total amount to be expended is in excess of ~~$5,000.00~~ $6,000.00, but which does not exceed ~~$50,000.00~~ $60,000.00, may be made or entered into by the Village Manager without submittal to the Council, but shall require the written concurrence by the applicable department director and Finance Director that the provisions of this section have been complied with. The Village Manager shall request written quotes from at least three persons engaged in the business of furnishing such materials, supplies, equipment and public improvements or rendering such services. Single purchases or contracts in excess of ~~$50,000.00~~ $60,000.00 shall not be broken down to amounts less than ~~$50,000.00~~ $60,000.00 to avoid the requirements of this section.

(c) *Purchases in excess of ~~$50,000.00~~ $60,000.00.* The Council shall approve all purchases of or contracts for materials, supplies, equipment, public improvements or services where the total amount to be expended is more than ~~$50,000.00~~ $60,000.00. Purchases in excess of ~~$50,000.00~~ $60,000.00 shall be made in compliance with the competitive bidding requirements set forth in section 2-83.

(d) *Budget limitations.* The Village Manager may not purchase or contract for any item or service which exceeds any budget appropriation until such time as the Council amends the budget to increase the appropriation to the applicable level.

* * *

Section 3. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Codification. That it is the intention of the Village Council and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Village's Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

Section 5. **Conflicts.** That all ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

Section 6. **Effective Date.** That this Ordinance shall become effective immediately upon final adoption on second reading.

PASSED on first reading on the _____ day of _____, 2025.

PASSED AND ADOPTED on second reading on the _____ day of _____, 2026.

_____
JOE I. RASCO
MAYOR

ATTEST:

_____
JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY:

_____
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

			CPI South Florida Inflation (Apr-Apr)				
	Ord 1992-15	Ord. 2020-02	2021	2022	2023	2024	2025
Thresholds	June 23, 1992	March 9, 2020	4.1%	9.1%	9.0%	4.5%	2.2%
No bids required	2,500	5,000	5,205	5,679	6,190	6,468	6,611
Formal Solicitation	10,000	50,000	52,050	56,787	61,897	64,683	66,106
Council Approval	10,000	50,000	52,050	56,787	61,897	64,683	66,106

VILLAGE OF KEY BISCAYNE

Village Council
Joe I. Rasco, *Mayor*
Oscar Sardiñas, *Vice Mayor*
Michael F. Bracken
Franklin H. Caplan
Edward London
Nancy Stoner
Fernando A. Vazquez

Village Manager
Steven C. Williamson

STAFF MEMORANDUM

DATE: December 9, 2025

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Florida Department of Transportation - Transportation Alternatives Grant for the Fernwood Drive Improvements Project

RECOMMENDATION

Recommend the Village Council authorize the Village Manager to apply for the Florida Department of Transportation (FDOT) Transportation Alternatives Program (TAP) Grant for the Fernwood Drive Improvements Project, allowing the Village to request up to $1.5 million in funding to improve multimodal accessibility and safety along the Fernwood Drive corridor.

DISCUSSION

Purpose: To advance a competitive grant application that would support needed safety, mobility, and accessibility improvements along Fernwood Drive. These improvements would enhance safe routes for non-drivers—including children, older adults, and individuals with disabilities—while strengthening connections between the K–8 Center School, Village Green, the Civic Center, and surrounding residential and commercial areas.

Project goals include:

- Improving pedestrian, bicyclist, and golf cart safety through traffic calming, protected crossings, and ADA-compliant infrastructure.
- Strengthening multimodal connectivity between key community destinations including the K–8 Center, Village Green, Civic Center, commercial areas, and churches.
- Enhancing safety by reducing vehicle speeds and increasing separation from vulnerable users.
- Improving the Village Green parking area and frontage with a pick-up/drop-off area.
- Reducing conflicts among vehicles, cyclists, pedestrians, and park users.
- Addressing drainage and resiliency concerns, including recurring ponding along the corridor, and the use of porous materials where appropriate.
- Optimizing curbside parking and circulation.

Background: Fernwood Drive is one of the Village's most important north–south corridors, serving residents, school families, park users, and visitors traveling by foot, bicycle, golf cart, and vehicle. Despite its high daily use and proximity to the K–8 Center, Village Green, the Civic Center, and surrounding neighborhoods, portions of the corridor lack the multimodal infrastructure necessary to ensure safe, comfortable, and accessible travel for all users.

The project limits extend along Fernwood Drive from Harbor Drive to East Enid Drive. This boundary was established based on current corridor use, proximity to the K–8 Center, and the distinct change in roadway characteristics north and south of the East Enid intersection. The segment of Fernwood Drive

south of Enid, including the traffic circles, will be evaluated and addressed in future fiscal years as part of a subsequent phase. It is possible the improvement to the southern section will be addressed prior to the north's based on funding and priority.

Project Limits



The FDOT TA Program supports projects that expand non-motorized transportation options, improve safety for non-drivers, and strengthen connections to schools and community facilities. The current cycle allows applicants to seek up to $1.5 million, making it a strong fit for the Village's planned improvements to Fernwood Drive. The minimum local match is 20%. Pre-construction activities can be counted toward local match like planning and design costs.

Justification: The FDOT Transportation Alternatives Program strongly aligns with the improvements needed along Fernwood Drive. The proposed project meets the intent of the program by:

- Enhancing Safe Routes to School.
- Improving safety and access for non-drivers, including children, older adults, and individuals with disabilities.
- Expanding multimodal network connectivity.
- Improving ADA accessibility.
- Supporting placemaking and public realm enhancements.
- Addressing drainage and shade deficiencies.

Selection Criteria Used in TAP grant evaluation:

- Safety improvement potential
- Connectivity to schools, parks, and civic facilities
- ADA compliance needs
- Crash trends and speed observations
- Public input
- Drainage and resiliency needs
- Community priorities identified during planning

Alternatives to applying for the TAP grant:

1. Do nothing – Does not address urgent multimodal safety and drainage needs.
2. Village-funded improvements – Requires full local funding and may delay the project.
3. Apply for TAP funds (recommended) – Leverages external funding and advances a high-priority community corridor.

Implementation/Integration Plan: The Village will initiate a comprehensive Planning and Conceptual Design process next year to assess existing conditions and engage the community in identifying priority improvements for the corridor. Once a preferred conceptual design is selected, the Village will proceed with full engineering design and permitting to prepare the project for construction. This timeline aligns with the State Fiscal Year 2032 Transportation Alternatives (TA) construction funding cycle, for which the Village is seeking approval to submit a grant application.

FDOT TAP Grant Schedule
Grant due: December 2025
Notice of Award: July 2026
Funding Available: State FY 2031

Anticipated Project Schedule

Phase	Start	End
Planning & Conceptual Design; Community Engagement	Sept 2026	Sept 2027
Design	Feb 2028	Mar 2029
FDOT Design Review	Apr 2029	Sept 2029

Phase	Start	End
LAP Certification	Oct 2029	Mar 2030
Permitting	Nov 2029	Mar 2030
State Contracting	May 2030	Dec 2030
Local Procurement	Jan 2031	July 2031
Construction	Aug 2031	Dec 2032

RESOURCE IMPACT

No recurring funding impacts are expected at this time. Existing staff with support from grant consultants with active contracts will handle the grant application and related coordination. While the Fernwood Drive Improvements Project will require a separate planning and design phase with its own costs, this item only seeks authorization for the Village to apply for construction funding. It does **not** approve any planning, design, or construction contracts.

FUNDING SOURCES

FDOT Transportation Alternatives Grant provides up to $1.5 million per project or phase. Village match is expected to be about $2.29M based on preliminary construction cost estimates. The Village's match includes costs incurred during planning, design, and construction.

STRATEGIC CONNECTION (GOAL / FOCUS AREA)

- Safe and Secure – Maintain Safe Streets
- Thriving and Vibrant Community and Local Marketplace – Preserve and Shape Village Character
- Engaging and Active Community Programs and Public Spaces – Enhance Public Spaces
- Accessible, Connected, and Mobile Transportation Network – Alleviate Traffic
- Effective and Efficient Government Services – Diversify Revenue Sources

Prepared by: Colleen Durfee | Capital Projects & Grants

Department Director: Chris Miranda | Public Works

Reviewed by: Mr. Chad Friedman, Weiss Serota Helfman Cole & Bierman, as to form and legal sufficiency.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO APPLY FOR A FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TRANSPORTATION ALTERNATIVES SET-ASIDE PROGRAM GRANT FOR THE FERNWOOD DRIVE IMPROVEMENTS PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne is committed to implementing roadway projects that accommodate every mode of transportation and serve all individuals, regardless of age or ability; and

WHEREAS, the Florida Department of Transportation's ("FDOT") Transportation Alternatives Set-Aside Program (the "Grant") provides financial assistance to expand and integrate accessible non-motorized travel choices and make them safer, including on- and off-road bicycle and pedestrian facilities, recreational trails, safe routes for non-drivers, safe routes to schools, and accessibility improvements to help achieve compliance with the Americans with Disabilities Act of 1990; and

WHEREAS, the Village desires to apply for a $1.5 million grant to support the construction of the Fernwood Drive Improvements Project ("Project"); and

WHEREAS, the Project aligns with the Village's policies to increase pedestrian, bicycle, and golf cart connectivity along local roadway networks, such as Fernwood Drive; and

WHEREAS, the Village Council desires to authorize the Village Manager to apply for the Grant to support the construction of the Project; and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Authorization. That the Village Council hereby authorizes the Village Manager to apply for the Grant to support the construction of the Project.

Section 3. Effective Date. That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2025.

_____
JOE I. RASCO, MAYOR

ATTEST:

_____
JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

Fernwood Drive Improvement Project

Village of Key Biscayne, Florida

Executive Summary

- Funding Request: $1.5 million (TAP funds)
- Total Project Cost: $3.79 million
  - Local Match: $2.29 million (60% local commitment)
- Project Length: 0.65 miles
- Connects Village Green Park, K-8 school, Community Center, residential areas
- Multimodal Route: Heavy pedestrian, cyclist, golf cart, and vehicle usage



Project Objectives

Enhanced Safety

- Protected pedestrian crossings with raised intersections
- Traffic calming to reduce vehicle speeds
- Elimination of sidewalk gaps for continuous safe passage

Improved Accessibility

- ADA-compliant infrastructure throughout corridor
- Safer travel for kids for 1,400+ students
- Better access for elderly residents to community programs

Environmental Benefits

- Tree canopy expansion and landscape restoration
- Improved stormwater management
- Reduced vehicle dependence through walkability



TAP Program Alignment

Eligible Activities

- Pedestrian and bicycle facilities
- Safe Routes to School infrastructure
- Traffic calming and safety improvements
- ADA accessibility enhancements

Priority Criteria Met

- Serves disadvantaged community (children and elderly)
- Addresses safety deficiencies
- Strong community support and planning integration
- Significant local funding commitment

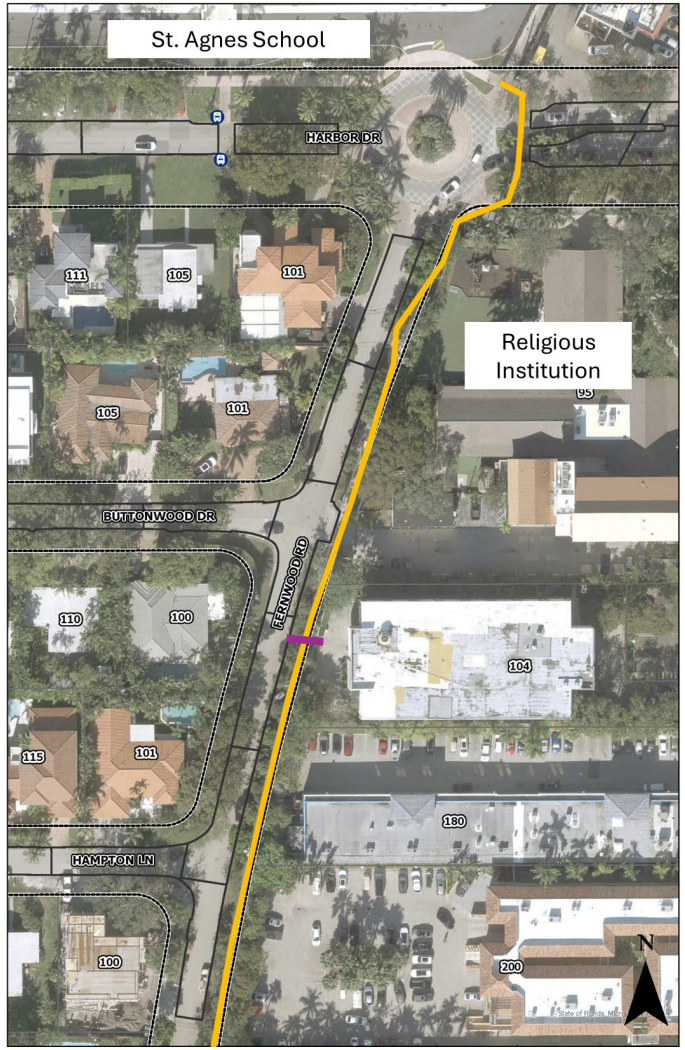


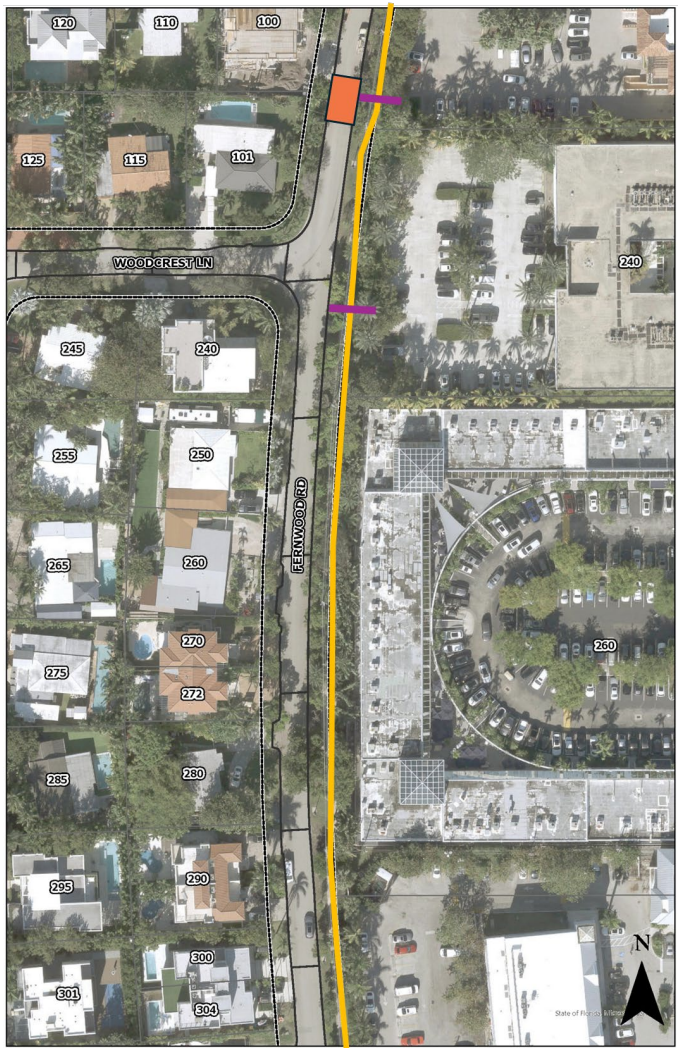
Existing Conditions

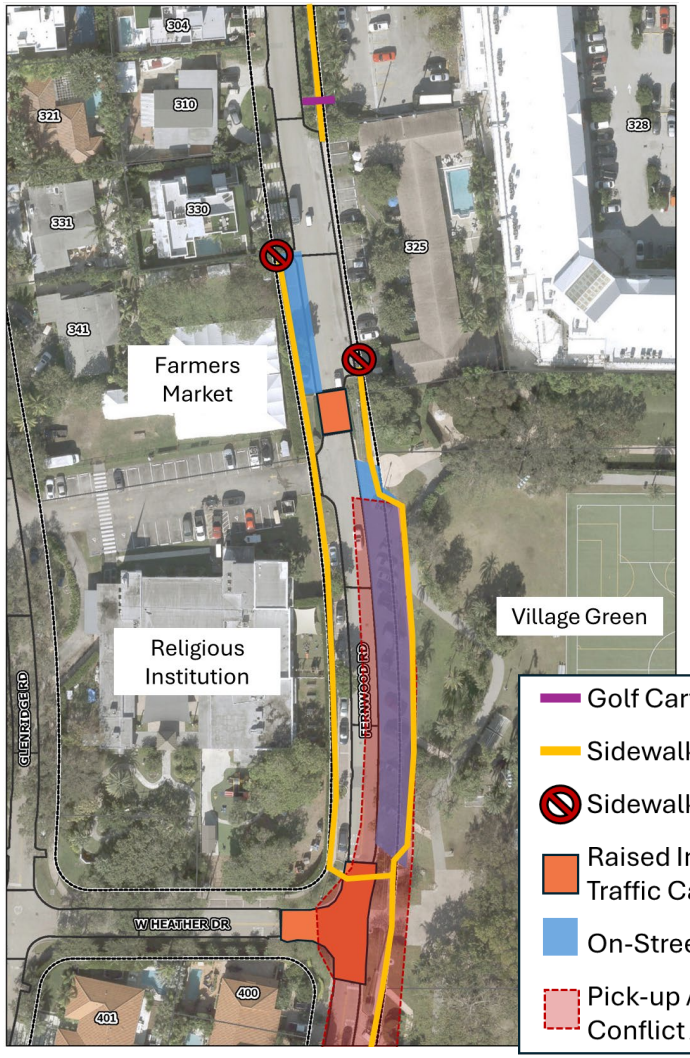
- 1,400 students between K-8 Center School and St. Agnes School
- Sidewalk gaps and dead ends
- Golf cart/pedestrian conflicts
- Dangerous pick-up/drop-off zones near Village Green
- Missing ADA-compliant facilities
- High-vulnerability users: Children, elderly, families walking to school/park



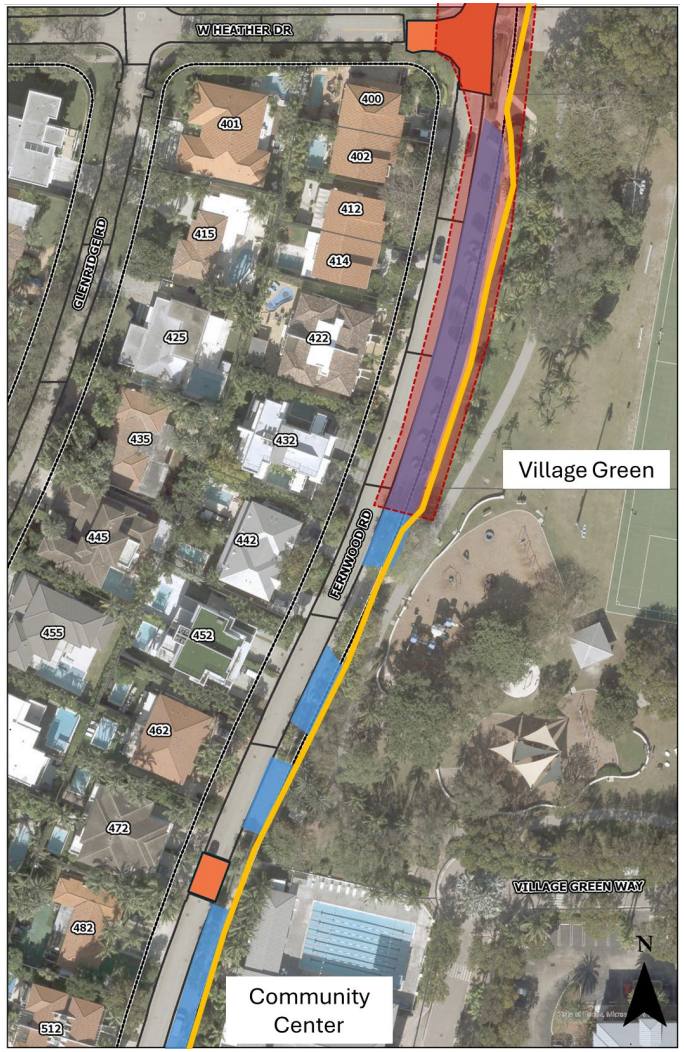
Existing Conditions







Existing Conditions

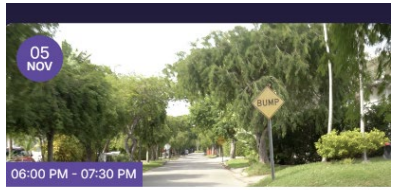




- Golf Cart Cut Through
- Sidewalk on Fernwood
- Sidewalk Dead Ends
- Raised Intersection / Traffic Calming
- On-Street Public Parking
- Pick-up / Drop Off Conflict Area

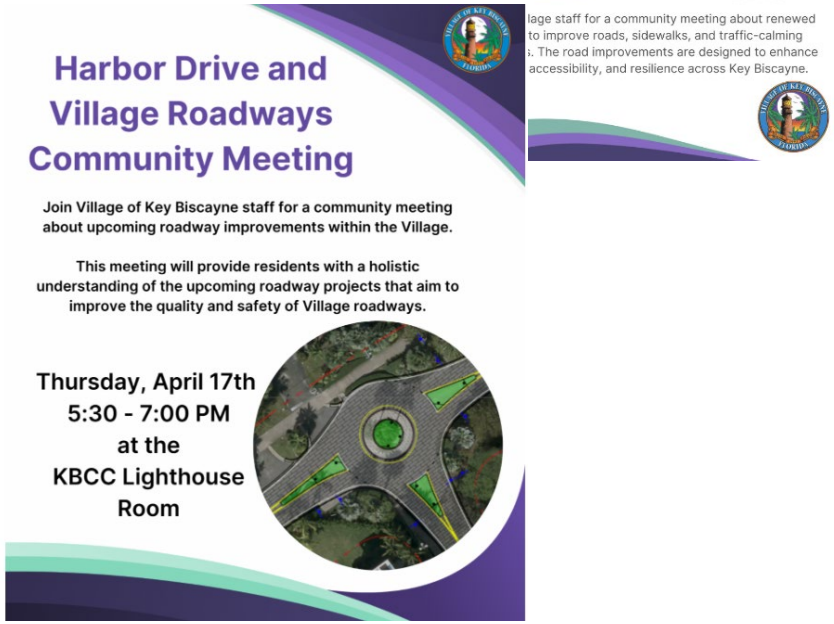
Public Involvement

- 2 public meetings (April 2025, November 2025)
- Letters of support from Key Biscayne Community Center & Chamber of Commerce
- Scheduled Village Commission Resolution (December 9, 2025)
- Long-term Planning Consistency
  - 2025 Comprehensive Plan: Identifies Fernwood improvements as priority
  - 2020 Vision Plan: Recommends improved pedestrian/cyclist connectivity
  - 2015 Transit Mobility Study: Calls for enhanced pedestrian access from Fernwood
  - Adopted in FY26 Capital Improvements Plan



Village Wide Road Improvements





Future Community Engagement Plan

Collect Community Input on Existing Conditions

- Public Workshop #1: Validate quantitative data, test assumptions, identify priorities
- Community Survey #1: Broad online input on corridor needs

Develop Alternatives

- Public Workshop #2: Community Design Charrette
- Community Survey #2: Receive broad input on alternatives
- Village Council Presentation: Formal alternatives review and direction

Select Preferred Alternative

- Village Council Presentation: Present preferred concept for adoption

Develop 100% Design Plans

- Regular progress updates to community via Village Connect Email
- Dedicated project information on website
- Key stakeholder coordination: K-8 Center, St. Agnes School, Miami-Dade County TPO, DERM, Public Works, FDOT, Parks and Recreation Department, Fire and Police Department

Construction Project Scope

ROADWAY IMPROVEMENTS
- Demolition and Reconstruction
- Pavement preparation and base work

PEDESTRIAN & BICYCLE SAFETY
- Concrete sidewalks and driveways,
- Enhanced crosswalks and intersections

TRAFFIC CALMING MEASURES
- Speed tables and traffic calming devices
- Raised intersections for pedestrian safety
- New signage and pavement markings

DRAINAGE & STORMWATER
- Drainage systems for new infrastructure
- Stormwater management improvements
- Regrading for proper water flow

LANDSCAPE & STREETSCAPE
- Tree canopy expansion and restoration
- Placemaking features
- Landscape improvements and irrigation
- Streetscape amenities (benches, bike service area, etc.)

Project Cost Estimate

Scope Element	Total Cost	TAP Funding	Village Funding
DESIGN & PROFESSIONAL SERVICES *Planning, community engagement, environmental, engineering, CEI, permitting, small project premium, post-design services*	**$1,409,468**	**$0**	**$1,409,468**
CONSTRUCTION SUBTOTAL	**$2,380,855**	**$1,500,000**	**$880,855**
ROADWAY IMPROVEMENTS	$591,353	$591,353	$0
TRAFFIC CALMING, BIKE FACILITIES, & SAFETY	$290,003	$290,003	$0
DRAINAGE & UTILITIES	$100,000	$100,000	$0
LANDSCAPE & STREETSCAPE	$341,341	$341,341	$0
CONSTRUCTION SUPPORT *Mobilization, MOT, General Conditions, Contingency*	$1,058,158	$177,303	$880,855
PROJECT TOTALS	**$3,790,323**	**$1,500,000**	**$2,290,323**
COST SHARE SPLIT		(40%)	(60%)

Project Timeline

PHASE 1: PROJECT DEVELOPMENT (2026-2028)	Start Date	End Date	Duration
Procure Design Consultant	Oct 2026	Jan 2027	4 months
Planning & Public Outreach	Jan 2027	Aug 2027	7 months
30% Design Development	Aug 2027	Jan 2028	5 months
60% Design Completion	Jan 2028	May 2028	4 months
90% Design & Construction Documents	May 2028	Aug 2028	3 months
PHASE 2: APPROVALS & CERTIFICATION (2031-2032)	**Start Date**	**End Date**	**Duration**
Contracting with FDOT	Jul 2031	Sep 2031	3 months
LAP Certification	Sep 2031	Sep 2032	12 months
100% Design Complete	Oct 2031	Dec 2031	3 months
Environmental Assessment	Jan 2032	May 2032	4 months
Permitting	May 2032	Sep 2032	4 months
PHASE 3: CONSTRUCTION (2032-2034)	**Start Date**	**End Date**	**Duration**
DOT Approval of Construction Plans	Oct 2032	Nov 2032	1.5 months
Procure Construction Contractor	Nov 2032	Apr 2033	5 months
Construction	Apr 2033	Apr 2034	12 months
Grant Closeout	Apr 2034	Jul 2034	3 months

VILLAGE OF KEY BISCAYNE

Village Council
Joe I. Rasco, *Mayor*
Oscar Sardiñas, *Vice Mayor*
Michael F. Bracken
Franklin H. Caplan
Edward London
Nancy Stoner
Fernando A. Vazquez

Village Manager
Steven C. Williamson

STAFF MEMORANDUM

DATE: December 9th, 2025

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Microsoft Enterprise Agreement for Police Department

RECOMMENDATION

Recommend the Village Council authorize the Village Manager to enter into a three-year Microsoft Enterprise Enrollment for the Police Department

DISCUSSION

Purpose: To modernize and standardize Microsoft licensing for the Police Department, supporting enhanced cybersecurity goals - including multi-factor authentication and mobile device management - while meeting operational and state compliance requirements.

This enrollment will upgrade the current licensing from E3 to G3 and G5 for 61 users, providing enhanced cybersecurity capabilities, mobile device management, and long-term cost savings. All supplemental documents - including the Enterprise Enrollment form X20-10637, Sub250 Form W29, Product Selection Form 3069965.007_PSF, and Enterprise Amendments M423/M130/M97 with Enrollment 66774033 - operate under and attach to this master Enterprise Agreement AMD000465351 (MBA/MBSA 5854775). This is not a standalone contract; it functions solely as an Enrollment under AMD000465351.

Background: The Police Department currently operates under Microsoft E3 licensing, which lacks built-in multi-factor authentication (MFA) and mobile device management (Intune), requiring reliance on a third-party provider, HID Digital Persona.

To improve cybersecurity and mobile device protection, the Department will upgrade to Microsoft G3 and G5 licensing through an Enterprise Enrollment tied to the master Enterprise Agreement AMD000465351 (MBA/MBSA 5854775). All associated documents - including the Enterprise Enrollment Form X20-10637, Sub250 Form W29, Product Selection Form 3069965.007_PSF, and Enterprise Amendments M423/M130/M97 with Enrollment 66774033 - are supplemental and operate under the master agreement.

This enrollment leverages the **Florida-approved CONTRACT SW24-121923 SW – SOURCEWELL 121923 CDWG-SOFTWARE**, which provides compliant piggyback purchasing for Microsoft licensing. The agreement aligns with the Village's technology modernization roadmap, mitigates cybersecurity risks, and consolidates licensing under a single, centrally managed contract.

Justification: Moving to the Microsoft Enterprise Enrollment is the preferred solution due to the following:

- Provides built-in multi-factor authentication and mobile device management (Intune) for all Police Department systems.
- Eliminates the cost of the third-party authentication platform (HID Digital Persona), generating recurring savings.
- Standardizes all Police users on one licensing model, reducing complexity and administrative overhead.
- Enhances compliance readiness and risk posture in support of law enforcement operational standards.
- Improves automation, visibility, and endpoint control across all Police mobile and in-office devices.

Implementation/Integration Plan:

1. The Enterprise Enrollment will be executed through the State contract.
2. Licensing will be provisioned for all 61 Police Department users.
3. HID Digital Persona will be phased out after all users complete migration.
4. Multi-factor authentication and Microsoft Intune mobile management will be fully deployed across all Police devices.

The agreement will be effective for a term of 36 months.

RESOURCE IMPACT

Recurring Funding: Licensing costs will be paid annually for the 3-year term. Discontinuing HID Digital Persona will result in recurring cost savings.

Personnel: No additional staff required; implementation will be handled by existing Police IT personnel.

Equipment: No additional hardware required.

Facilities: No facility modifications required.

Training: Minimal user training required; IT will manage configuration and onboarding.

FUNDING SOURCES

- ***GL Code:*** 001-21-521-52001-000000
- ***Budget Line-Item:*** IT EQUIPMENT <5000 AND SOFTWARE
- ***Amount:*** $81,750.24 (3 years)
- ***Maintenance & Repair:*** Not applicable

STRATEGIC CONNECTION (GOAL / FOCUS AREA)

- Efficient & Effective Government Services – Goal
- Streamline and Modernize Village Operations – Focus Area
- Scrutinize existing contracts and software licenses for efficiencies - Action

ATTACHMENT(S)

- Microsoft Enterprise Agreement Proposal

Prepared by: Alex Gonzalez, MIS Manager
Francis Sousa, Chief of Police

Department Director: Jennifer Rodero, Chief of Staff

Reviewed by Mr. Chad Friedman from Weiss Serota Helfman Cole & Bierman as to form and legal sufficiency.

RESOLUTION NO. 2025_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING THE PURCHASE OF MICROSOFT LICENSES AND SUPPORT SERVICES IN AN AMOUNT NOT TO EXCEED $81,750.24; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne ("Village") Council desires to authorize the expenditure of Village funds for the purchase of Microsoft software licenses and support services (the "Services") for the Police Department; and

WHEREAS, the type of purchase contemplated by the Village has been competitively bid by Sourcewell, a service cooperative created by the Minnesota legislature as a local unit of government, which has entered into Sourcewell Contract No. 121923 CDWG-Software ("Sourcewell Contract") with CDW Government, LLC as an approved reseller (the "Vendor"); and

WHEREAS, the Vendor provided the quote attached hereto as Exhibit "A" for the Services in the amount of $81,750.24 for a three-year term (the "Quote"); and

WHEREAS, in accordance with Section 2-86 of the Village Code, the Village Council seeks to authorize the Village Manager to purchase the Services from the Vendor consistent with the terms and conditions of the Sourcewell Contract and the Vendor's quote, attached hereto as "Exhibit "A" (the "Quote"); and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. **Approval.** That the Village Council approves the purchase of the Services from the Vendor.

Section 3. **Authorization.** That the Village Council hereby authorizes the Village Manager to purchase the Services consistent with the Quote attached hereto as Exhibit "A" and the terms and conditions of the Sourcewell Contract, in an amount not to exceed $81,750.24.

Section 4. **Implementation.** That the Village Council hereby authorizes the Village Manager to execute any agreement, purchase order, or required documentation for the purchases described in this Resolution, subject to approval by the Village Attorney as to form and legality, and to take any action which is reasonably necessary to implement the purpose of this Resolution.

Section 5. **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____ 2025.

_____

JOE I. RASCO, MAYOR

ATTEST:

_____

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

EXHIBIT A

CDW Government, LLC
Microsoft Enterprise 6.6 Agreement Pricing

Enterprise Quote
for

Key Biscayne Police Department

Date 9/18/25
Account Manager Leonidas Fronimos

VSL Specialist Brent Cameron

Channel Price Sheet Month Sept.

Unless otherwise noted, All Quotes expire upon current month's end

EA Quote

Customer to make three annual payments to CDW•G

				Year 1		Year 2		Year 3	
Microsoft Part #	**Description**	**Level**	**Quantity**	**Price**	**Extended**	**Price**	**Extended**	**Price**	**Extended**
AAL-45735	M365 G5 GCC Sub Per User	D	1	$638.04	$ 638.04	$ 638.04	$ 638.04	$ 638.04	$ 638.04
AAD-34704	M365 G3 Unified FUSL GCC Sub Per User	D	60	$402.97	$ 24,178.20	$ 402.97	$ 24,178.20	$ 402.97	$ 24,178.20
7NQ-00292	SQL Server Standard Core ALng SA 2L	D	3	$675.18	$ 2,025.54	$ 675.18	$ 2,025.54	$ 675.18	$ 2,025.54
J5U-00004	AzureMntryCmmtmntG ShrdSvr ALNG SubsVL MVL Commit	D	1	$0.00	$ -	$ -	$ -	$ -	$ -
9GA-00313	CIS Suite Standard Core ALng SA 2L	D	10	$40.83	$ 408.30	$ 40.83	$ 408.30	$ 40.83	$ 408.30

Year 1 Total $ 27,250.08 **Year 2 Total $ 27,250.08** **Year 3 Total $ 27,250.08**

Three Year Total $ 81,750.24

Notes

No Tax Referenced
Current Enrollment# 49689404
Sept. 30th

Terms & Conditions

Terms and Conditions of sales and services projects are governed by the terms at:

http://www.cdwg.com/content/terms-conditions/product-sales.aspx

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	5854775

AMD000465351

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10637
Sub250 Form	W29
Product Selection Form	3069965.011_PSF
Enterprise Amendment	M423, M97 - (66774033)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* Key Biscayne Police Department
Signature*
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

** indicates required field*

Microsoft Affiliate
Microsoft Corporation
Signature **Printed First and Last Name** **Printed Title** **Signature Date** (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511
USA

Microsoft

Enterprise Enrollment State and Local

Enterprise Enrollment number *(Microsoft to complete)*	66774033
Previous Enrollment number *(Reseller to complete)*	4894611
Framework ID *(if applicable)*	

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Microsoft Products and Services Data Protection Addendum, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at http://www.microsoft.com/licensing/contracts. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

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Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

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"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. Order requirements.

a. Minimum order requirements. Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.

(i) Enterprise commitment. Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).

(ii) Enterprise Online Services only. If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.

b. Additional Products. Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

c. Use Rights for Enterprise Products. For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

d. Country of usage. Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

e. Resellers. Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

f. Adding Products.

(i) Adding new Products not previously ordered. New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

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(ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.

(iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced as long as (a) the initial order minimum requirements are maintained and (b) the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.

2) For Enterprise Online Services in a given Product pool that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as (a) the initial order minimum requirements are maintained and (b) all then-active users of each Online Service are included the total quantity of Licenses remaining after the reduction. An Enrolled Affiliate may reduce Licenses for Online Services on or before the Enrollment anniversary date and place a reservation order for such licenses within 90 days after the anniversary date; however, any licenses ordered as described in this section will be invoiced to the Enrolled Affiliate for the time period the licenses were made available. Subscription Licenses ordered upfront may not be reduced.

3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional

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Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) True-up order period. The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The last true-up order or update statement during an Enrollment term is due within 30 days prior to the Expiration Date, and any license reservations within this 30-day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) Late true-up order. If the true-up order or update statement is not received when due, Microsoft may invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. Step-up Licenses. For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. Clerical errors. Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. Verifying compliance. Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

a. Price Levels. For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. Setting Prices. Unless otherwise expressly agreed to by the parties and except for Online Services designated in the Product Terms as being exempt from fixed pricing, Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

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5. *End of Enrollment term and termination.*

a. General. At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. Renewal option. At the Expiration Date of the initial term, Enrolled Affiliate may request to renew Products and Services under this Enrollment for one additional 36-month term. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements or Enrollments in order to renew. In order for a renewal request to be considered, Microsoft must receive a Renewal Form, Product Selection Form, and renewal request prior to or at the Expiration Date. Microsoft will review a renewal request made under this section in good faith and may accept or reject such request in its sole discretion.

c. If Enrolled Affiliate elects not to renew.

(i) Software Assurance. If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) Online Services eligible for an Extended Term. For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) Extended Term. Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term option that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) Cancellation during Extended Term. At any time during the first twelve months of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, Microsoft may condition the continued use of each Online Service on the acceptance of new terms by the Enrolled Affiliate. Enrolled Affiliate will be notified in writing of any new terms at least 60 days before any such changes take effect. Enrolled Affiliate acknowledges and agrees that after the notice described in this section, its continued use of each Online Service after the effective date provided in the notice will constitute its acceptance of the new terms. If Enrolled Affiliate does not agree to the new terms, it must stop using the Online Services and terminate the Extended Term as provided in this section. Enrolled Affiliate's termination under this section will be effective at the end of the month following 30 days after Microsoft has received the notice.

(iii) Subscription Licenses and Online Services not eligible for an Extended Term. If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. Early termination. Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

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For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

d. Use Rights for Government Community Cloud Services. For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

(i) Government Community Cloud Services will be offered only within the United States.

(ii) Additional European Terms, as set forth in the Use Rights, will not apply.

(iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

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Enrollment Details

1. Enrolled Affiliate's Enterprise.

Make an election for including Affiliates in the Enterprise (Required).

Check **only one box** in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ **Enrolled Affiliate only.**

☐ **All Affiliates.** All Affiliates of Enrolled Affiliate are hereby included in the Enterprise. Enrolled Affiliate represents that its Affiliates are entire offices, bureaus, agencies, departments, or other entities, not partial offices, bureaus, agencies, or departments, or other partial entities. Enrolled Affiliate may order Products for use by its Affiliates. If it does, the licenses granted to Enrolled Affiliate under this Enrollment will apply to such Affiliates, but Enrolled Affiliate will have the sole right to enforce the Agreement and this Enrollment against Microsoft. Enrolled Affiliate will remain responsible for all obligations under this Enrollment and for its Affiliates' compliance with this Enrollment.

☐ **Enrolled Affiliate including.** Only the Enrolled Affiliate and the Affiliates listed below will be included in the Enterprise. Enrolled Affiliate represents that its Affiliates are entire offices, bureaus, agencies, departments, or other entities, not partial offices, bureaus, agencies, or departments, or other partial entities. Enrolled Affiliate may order Products for use by its Affiliates. If it does, the licenses granted to Enrolled Affiliate under this Enrollment will apply to such Affiliates, but Enrolled Affiliate will have the sole right to enforce the Agreement and this Enrollment against Microsoft. Enrolled Affiliate will remain responsible for all obligations under this Enrollment and for its Affiliates' compliance with this Enrollment.

The following Affiliates are included in the Enterprise:

Notwithstanding anything to the contrary in the Agreement, the parties acknowledge and agree to the following:

Products ordered under this Enrollment may be subject to U.S. and other countries' export jurisdictions. Each party will comply with all laws and regulations applicable to the import or export of the Products, including, without limitation, trade laws of the U.S., EU, and UK, such as the U.S. Export Administration Regulations, sanctions regulations administered by the U.S. Office of Foreign Assets Control, the EU Dual Use Regulation 2021/821, and/or other end-user, end use, and destination restrictions ("Trade Laws"). Customer will not, and will ensure its Affiliates will not, take any action that causes Microsoft to violate applicable Trade Laws. Microsoft may suspend or terminate this Enrollment immediately without notice to the extent that Microsoft reasonably believes that performance would cause it to violate Trade Laws or put it at risk of becoming subject to sanctions and penalties under such laws. Customer remains responsible for its and for its Affiliates' compliance with this section and, to the extent applicable, a Regional Trade Compliance Supplemental Terms incorporated herein by reference.

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at https://privacy.microsoft.com/privacystatement.

a. Primary contact. This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact may also be an Online Administrator for Volume Licensing

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in the Microsoft 365 Admin Center (MAC)and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* Key Biscayne Police Department
Contact name: First* Alex **Middle** **Last*** Gonzalez
Contact email address* AGonzalez@keybiscayne.fl.gov
Street address* 88 W McIntyre St,
City* Key Biscayne
State* FL
Postal code* 33149-1846-
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 786-750-3540
Tax ID
Work or School (WSA) Account ID
** indicates required fields*

b. Notices contact and Online Administrator. This contact (1) receives the contractual notices, (2) is the Online Administrator for Volume Licensing in the Microsoft 365 Admin Center (MAC)and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Servies, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☐ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name: First* Alex **Middle** **Last*** Gonzalez
Contact email address* AGonzalez@keybiscayne.fl.gov
Street address* 88 W McIntyre St,
City* Key Biscayne
State* FL
Postal code* 33149-1846-
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 786-750-3540
Work or School (WSA) Account ID
Language preference. Choose the language for notices. English
☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required fields*

c. Online Services Manager. This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

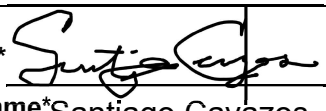
Contact name: First* **Middle** **Last***
Contact email address*
Phone*
Work or School (WSA) Account ID
This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

Physically Submitted

d. Reseller information. Reseller contact for this Enrollment is:

Reseller company name* CDW Logistics LLC.
Street address (PO boxes will not be accepted)* 200 N Milwaukee Ave.
City* Vernon Hills
State* IL
Postal code* 60061-1577
Country* United States
Contact name* BrentCameron
Phone* 847.371.6090
Contact email address* brencam@cdw.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature*	
Printed name*	Santiago Cavazos
Printed title*	Software Contract Specialist
Date*	12/03/2025

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

(i) Additional notices contact
(ii) Software Assurance manager
(iii) Subscriptions manager
(iv) Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Physically Submitted

Proposal ID	Enrollment Number
3069965.011	

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:				
Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	61	61	1.0	User Licenses

Products	Enterprise Quantity
Microsoft 365 Enterprise	
M365 G5 GCC	1
M365 G3 GCC USL Unified	60

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	61	61	61	61

Enrolled Affiliate's Price Level:	
Product Offering / Pool	**Price Level**
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Notes
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Note 1: In the following countries, any direct Enrollment consisting of only Enterprise Online Services will not be eligible for the Renewal option described in Section 5.b. of the Enrollment or for a new Enrollment due to program changes: Argentina, Australia, Austria, Belgium, Canada, Chile, Cyprus, Denmark, Finland, France, Germany, Greece, Iceland, Ireland, Jamaica, Italy, Lichtenstein, Luxemburg, Malta, Netherlands, Norway, Portugal, Puerto Rico, South Africa, Spain, Sweden, Switzerland, Trinidad & Tobago, United Kingdom, United States, and Uruguay.

Note 2: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 3: Unless otherwise indicated in the associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.

Note 4: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.

Amendment to Contract Documents

Enrollment Number

AMD000465351

These amendments are entered into between the parties identified on the attached program signature form. They amend the Enrollment or Agreement identified above. All terms used but not defined in these amendments will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment
Multiple Azure Billing Tenants Under a Single Enrollment
Amendment ID M423

1. Definitions.

"Azure Billing Tenant" means the environment established by Microsoft on its multi-tenant servers from which a customer accesses Microsoft Azure Services.

"Lead Enrollment" means the Enrollment identified above.

"Billing Tenant Enrollment" means the enrollment associated with an Azure Billing Tenant established for a Tenant Affiliate under this Amendment.

"Tenant Administrator" means any licensed user of an Azure Billing Tenant that has its role set to "Global Administrator" in the profile settings in the Tenant User Administration page of the tenant portal.

"Tenant Affiliate" means an Affiliate, department, or any user group included in the Enrolled Affiliate's Enterprise who will access the Azure Billing Tenant that is identified in the Tenant Information Excel Form attached as an Appendix to this Amendment.

2. The parties agree to the following Billing Tenant Enrollment Terms as follows:

a. **Tenant Affiliate Access and Enrolled Affiliate Obligations**. Each Tenant Affiliate may access each Azure Billing Tenant and its corresponding Billing Tenant Enrollment identified in the Tenant Information Excel Form attached as an Appendix to this Amendment. Enrolled Affiliate acknowledges and agrees that: (i) it is the sole Enrolled Affiliate; (ii) it is the sole Licensee with respect to each Billing Tenant Enrollment; and, (iii) it is solely responsible for ensuring that each of its Tenant Affiliate's comply with the terms and conditions set forth in the Lead Enrollment and any subsequent amendment hereof.

b. **Tenant Administrator User Credentials.** Each Tenant Administrator must have its own, unique, login credential and shall manage each Azure Billing Tenant separately. No two Azure Billing Tenants may share one Tenant Administrator login credential or data object(s).

c. **Azure Prepayment.** Each Tenant Affiliate can purchase an Azure Prepayment; however, the allocated funds for such commitment cannot be transferred between Azure Billing Tenants and Tenant Affiliates.

d. **Purchasing**

(i) Purchase eligibility. Billing Tenant Enrollments may only be used to purchase Microsoft Azure Services and Microsoft Azure Services Plans.

(ii) Pricing. The price for Microsoft Azure Services and Microsoft Azure Services Plans purchased under a Billing Tenant Enrollment will be based on the pricelist current as of the Billing Tenant Enrollment Effective Date. Any price adjustment to a Billing Tenant Enrollment will be applicable only to that Billing Tenant Enrollment.

(iii) Initial Order. Each Billing Tenant Enrollment must include an initial order.

(iv) Billing Tenant Enrollment Effective Date. The effective date of a Billing Tenant Enrollment will be the processing date of the initial order.

e. Orders. Enrolled Affiliate must submit separate orders, on behalf of each Billing Tenant Enrollment. Orders shall be governed by the terms set forth in the Lead Enrollment, except as specified in this Amendment. Orders are not transferrable between Billing Tenant Enrollments. Billing Tenant Enrollment acceptance and order reminders will be sent to the contact(s) identified on the Lead Enrollment only.

f. Notices Contact and Online Services Manager. Each Billing Tenant Enrollment, shall have its own Notices Contact and Online Services Manager as listed in the Tenant Information Excel Form attached as an Appendix to this Amendment. The Notices Contact and Online Services Manager is authorized to manage the Microsoft Azure Services obtained under the related Billing Tenant Enrollment.

g. The expiration date, anniversary dates, payment dates and applicable taxes for each Billing Tenant Enrollment shall be the same as in the Lead Enrollment.

h. Warning: If the Online service Manager Contact is third party (not Enrolled Affiliate) please be aware that this contact receives personally identifiable information of the Customer and it Affiliates.

This Amendment must be attached to a signature form and accompanies by the Tenant Information Excel Form to be valid. The Number of Tenant (s) listed in the Tenant Information Excel form file is:1

Appendix Tenant Information Excel Form is attached

Enterprise Enrollment
Invoice for Quoted Price
Amendment ID M97

The price quoted to Enrolled Affiliate is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. For Indirect models, Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	60	0
AAD-34704	M365 G3 Unified FUSL GCC Sub Per User	0	60
AAL-45735	M365 G5 GCC Sub Per User	0	1

Except for changes made by these amendments, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in these amendments and any provision in the Enrollment or Agreement identified above, these amendments shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

"(M423)EnrMultiTenant(MultipleAzureBillingTenantsUnderASingleEnrollment)(WW)(ENG)(Sept2025)(IU).docx"		M423	P-LSS
"(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Dec2024)(IU).docx"		M97	Blue

Excel Form must be used with the Multi-Tenant Enrollment Amendment (M130/M423/H21/M459/Add Tenant Form) to be valid - If the Online service ird party (not Enrolled Affiliate) please be aware that this contact receives personally identifiable information of the Customer and its Affiliates.

File Version: August_2025

ment (if	Tenant Affiliate Name (will be used as Tenant ID Name in CPS)*	Contact First Name*	Contact Last Name*	Online Service Manager Email*	Cloud Scope*
	Azure Gov Key Biscayne PD	Carlos	Galeano	CGaleano@keybiscayne.fl.gov	Government

Previous Enrollment(s)/Agreement(s) Form

Entity Name: Key Biscayne Police Department
Contract that this form is attached to: State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.

b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.

c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.

d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).

e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	4894611	X	X

Enterprise

Sub 250 Program
Amendment ID W29

The parties agree that the Enrollment is amended as follows:

1. On the first page of the Enrollment, the following is added after the second paragraph:

By entering into this Enrollment, the Enrolled Affiliate agrees that (1) it also has 25 or more Qualified Devices or Qualified Users; or (2) as a condition of entering into this Enrollment with 25-249 Qualified Devices or Qualified Users, Enrolled Affiliate has elected not to receive CD ROMs as part of the Enrollment and therefore no CD ROMs will automatically be shipped. If Enrolled Affiliate is enrolling with 25-249 Qualified Devices or Qualified Users and it would like to receive CD ROM Kits and updates, Enrolled Affiliate may order these through its Reseller for a fee.

The submission of this Amendment can only be placed against a 2011 Enterprise Agreement or an Enrollment that has the Updated EA Amendment terms and conditions applied. The submittal of this Amendment may not be contingent on submittal of a new Enterprise Agreement.

2. Section 2a of the Enrollment titled "Order Requirements", is hereby amended and restated in its entirety with the following:

a. Minimum Order Requirements. Enrolled Affiliate's Enterprise must have a minimum of 25 Qualified Users or Qualified Devices.

(i) Initial Order. Initial order must include at least 25 Licenses from one of the four groups outlined in the Product Selection Form.

(ii) If choosing Enterprise Products. If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate's initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.

(iii) Additional Products. Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

(iv) Country of Usage. Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

(v) Enterprise Online Services only. If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 25 Subscription Licenses for Enterprise Online Services.

3. Software Assurance renewal.

Renewing Software Assurance: If Enrolled Affiliate will be renewing Products Software Assurance coverage from a separate agreement, check this box.	☒

By checking the above box, a new section is added to the Enrollment entitled "Software Assurance Addition."

Software Assurance Addition. Enrolled Affiliate is permitted to and will include in its initial order under this Enrollment Software Assurance quantities from eligible Program's identified in the table below, even though Enrolled Affiliate is not otherwise eligible to order such Software Assurance without simultaneously ordering a License.

Physically submitted

Enrolled Affiliate agrees that any perpetual Licenses received through the New Software Assurance shall supersede and replace the underlying Licenses, and the underlying Licenses are not to be transferred separately from any Licenses received through the New Software Assurance. Any remaining payment obligations with respect to the underlying Licenses shall continue in effect.

Program	License ID Number	Expiration Date
Enterprise	4894611	9/30/2025

Physically Submitted

Village Council
Joe I. Rasco, *Mayor*
Oscar Sardiñas, *Vice Mayor*
Michael F. Bracken
Franklin H. Caplan
Edward London
Nancy Stoner
Fernando A. Vazquez

Village Manager
Steven C. Williamson

MANAGER's REPORT

DATE: December 9, 2025

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Manager's Report

1. CONTEST RESULTS AND RECOMMENDATIONS FOR NAMING OF THEATER (Community Engagement & Communications Manager Jessica Drouet)

The Village invited residents to take part in a community contest to name our Village Council Theater. Residents were encouraged to share their most creative ideas, and a total of 82 submissions were received.

A panel of Village staff selected the top three names:

- Cinema Paradiso
- Island Reelhouse
- Paradise Cinema

Once the Council selects the final name, the winner will be announced in the Village Connect and on social media. The winner will be given the opportunity to choose an upcoming movie that will be played in the theater.

2. ANALYSIS OF PROPERTY TAX STATE PROPOSALS PRESENTATION (Chief Financial Officer Benjamin Nussbaum)

3. ARTIFICIAL INTELLIGENCE (AI) OPPORTUNITIES AND IMPLEMENTATION PLAN (Chief Financial Officer Benjamin Nussbaum)

We are in the early assessment stage and are gathering information from advisors, peer governments, and industry resources to determine the most appropriate approach for a municipality of our size.

Advisor and Resource Engagement
We are consulting with a range of public sector innovation advisors, technology specialists, and peer governments that have begun adopting AI. These discussions are helping us identify best practices, potential use cases, and considerations for a phased approach.

Agent and Platform Evaluation
We are reviewing enterprise AI platforms that meet government requirements for security,

data governance, and records retention. This includes both integrated workplace tools and more advanced AI agents for drafting, analysis, and research. The goal is to determine which combination of systems can best support our needs while maintaining compliance.

Government Services and Public Interaction
We are evaluating AI tools that could assist with resident inquiries, permitting, information requests, and general customer service functions. These solutions may improve response times and reduce routine staff workload while maintaining accuracy and consistency.

Process Improvement
We are examining where AI-supported automation and process redesign may streamline workflows across departments. This includes mapping current processes and identifying opportunities for efficiency, accuracy, or faster turnaround.

Internal Conditioning and Organizational Readiness
We are also reviewing the foundational elements needed before AI can be responsibly deployed. Current focus areas include:

- Identifying high-impact opportunities across departments
- Mapping existing systems and data flow
- Assessing data quality, accessibility, and compliance requirements
- Developing policies and guidelines for AI use
- Planning staff training and change management
- Considering integration needs and long-term organizational impacts

Next Steps
Over the coming weeks, we will continue evaluating platforms, reviewing advisory options, and identifying pilot applications with clear operational value. We will return with next steps, timelines, costs, and governance considerations as we transition from exploration to structured planning.

4. CODE COMPLIANCE STATS (Building, Zoning, and Planning Director Jeremy Calleros Gauger)

Complaint-Driven vs. Proactive Enforcement

- Complaint-driven: Relies on resident reports, often delaying enforcement and allowing repeated violations.
- Proactive: Inspections are routine and scheduled, preventing violations, reducing enforcement costs, and improving community satisfaction.

The Department's 95.62% proactive inspection rate demonstrates strong enforcement performance despite temporary staffing adjustments. The rate is amongst the highest in the state.

Code Compliance Activity	2023	2024	2025	2025
	Q1	Q1	Q1	Q3
Notices of Violation:	23	13	60	61
Warning of Violation & Door Hangers	265	288	159	136
Construction Site Inspections (NPDES)	301	775	789	643
Nighttime Beach Inspections:	0	0	28	48
Lien Searches:	97	106	41	85
Red Tags Issued:				11

New Category- Red Tags Issued

- Eleven red tags issued for violations such as:
  - Work without a permit
  - Unsafe or noncompliant construction activity
  - Failure to comply with stop-work orders
- Follow-up enforcement ensured corrective action.

Expanded Compliance:

Short-Term Rentals (STR) Compliance: Since the implementation of the GovOS software, the Department has issued over 140 notices to property owners. These property owners are now following and complying with the Village code related to Short-Term Vacation Rentals (STVRs).

BTR Renewal: As of April, the Department has collected $27,499.72 in Business Tax Receipt (BTR) fees. Notices for BTR renewals were sent out on July 26th. As of December, $63,621.68 collected, $17,845.89 pending collection. Follow-up continues with businesses that have not renewed.

Active Construction Sites: The Department is currently monitoring over 70 active full construction sites within the single-family residential area, and this number is expected to increase to nearly 100 active sites before the end of the year based on permit applications. In addition, there are several renovations which are significant enough to require monitoring. Code Compliance staff continues to conduct weekly inspections to ensure safety, cleanliness, and NPDES guideline compliance.

Weekend Patrols and Noise Ordinance Compliance: The Department conducts weekend patrols at least three times a month to monitor construction sites and enforce the noise ordinance. This proactive approach has led to a reduction in noise complaints from residents regarding weekend work.

40-Year Recertification: There are significant construction projects underway, so buildings resolve 40-50-Year Recertification issues.

Beach Management Plan Enforcement: The Department will continue to enforce the Beach Management Plan, with a goal of achieving 100% compliance prior to the nesting season. As of today, all oceanfront properties have been notified that renewal submissions must be submitted prior to April 1st, or a violation will be issued.

Identified Issues:

Emergency Repair Permits: The Department will be following up with property owners and contractors regarding all emergency repair permits that were not finalized. These permits were issued for emergency work that was completed but never inspected or finalized by the Building Department. The goal is to ensure these cases are addressed and brought to completion. Work has been ongoing with considerable progress.

Condominium Monitoring: We have recently observed an increase in unpermitted work being done within condominiums, an area where we are seeing gaps in our enforcement efforts. Enforcement efforts have increased as a result of bringing on an additional contracted Compliance Officer to cover single-family construction and freeing our team to increase enforcement in the condominiums.

5. BUILDING DEPARTMENT STATS (Building, Zoning, & Planning Director Jeremy Calleros Gauger)

a. Exhibit A

6. HARBOR DRIVE PAVING PROJECT TIMELINE (Public Works Director Chris Miranda)

Project Overview

The Harbor Drive Improvement Project includes roadway repaving and regrading, roundabout repaving and regrading, and improved landscaping along the corridor.

Project Status and Timeline

Design Phase Completion: The design phase for the Harbor Drive repaving project was successfully completed in **August 2025**. The Corradino Group delivered comprehensive construction documents including plans, specifications, and cost estimates.

Current Status - County Review: Miami-Dade County is currently reviewing the design documents. The Village and consultant engineering team is actively responding to county comments and will continue this coordination process through **December 2025** to ensure all requirements are met.

Infrastructure Committee and Board of County Commission Meeting: The Joint Participation Agreement (JPA) between the Village and Miami-Dade County is scheduled for approval by the Board of County Commissioners in **February 2026**. This agreement establishes funding partnership and project responsibilities.

Procurement Phase: Following JPA approval and execution by both parties, the Village will initiate the contractor procurement process. This competitive bidding phase is anticipated to take approximately 4 months to complete, estimating from **March to June 2026**.

Council Authorization: Upon contractor selection, from **August through September of 2026**, the project will require Council approval through two readings of a capital authorizing ordinance, as the project cost exceeds $500,000.

Construction Phase: Once all approvals are secured, construction is estimated to take approximately 4 months, estimating from **October 2026 through January 2027.**

7. SWALE AND SIGHT LINES MANAGEMENT (Building Director Chris Miranda)

High-Level Summary of Swale Requirements

- Part of a broader effort to maintain consistency within the public right-of-way.
- Supports protection of the Village's stormwater system.
- Ensures safe and accessible pedestrian areas throughout the community.

Swale Purpose & Function

- Swales serve as a critical component of the Village's drainage system.
- Filter stormwater and reduce runoff entering storm pipes.
- Provide a safety buffer for pedestrians and underground utilities.
- Code requirements are designed to preserve drainage, safety, and functionality.

What's Allowed

- Sod is required as the primary surface within the clear zone (3–6 feet from pavement).
- Decorative landscaping is allowed outside the clear zone.
- Street trees are permitted when installed per the Village's Street Tree Master Plan.
- Low plants may be placed around the base of street trees.
- Certain improvements—such as irrigation or Village-approved swale parking pads—require permits.

What's Prohibited

- Materials in the clear zone that impede drainage or create safety hazards, including:
    - Rocks, gravel, boulders, hedges, shrubs, or landscaping
    - Pavers or any type of hardscape in the clear zone

- Parking on swales without a Village-approved parking surface.
- Any obstruction that blocks line of sight visibility or interferes with pedestrian step-off space.
- Landscape debris or yard waste cannot be stored on swales except for scheduled pickup (never during hurricane watches).

Resident Responsibilities

- Maintain the swale through routine mowing and vegetation care.
- Avoid excessive fertilizer or chemicals that could impact water quality.
- Keep swales free of debris and yard waste (except during scheduled pickup times).
- Report standing water that persists for more than 72 hours.
- Tree planting in swales must follow Village guidelines—residents cannot plant street trees independently.

Closing

- These requirements help protect drainage, enhance pedestrian safety, provide a clear line of sight, and support a clean, uniform right-of-way.
- Continued resident outreach will provide clear guidance, including the compliance handout presented tonight.

8. CIP FY26 MONTHLY REPORT (CIP & Grants Manager Colleen Durfee)

a. Exhibit B

9. QUARTERLY BUDGET REPORT (Chief Financial Officer Benjamin Nussbaum)

a. Exhibit C

10. JANUARY WORKING COUNCIL MEETING AGENDA (Village Manager)

a. Exhibit D

Building and Zoning Quarterly Report

Date Status

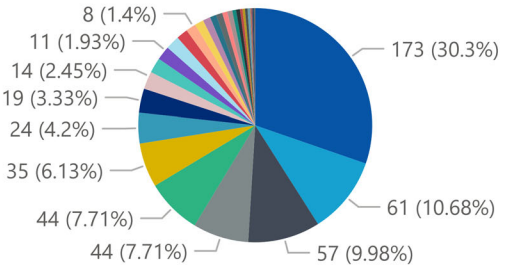
11/1/2025 11/30/2025

Permits Applied

Applied

457

Count of Record ID by Record Type Full



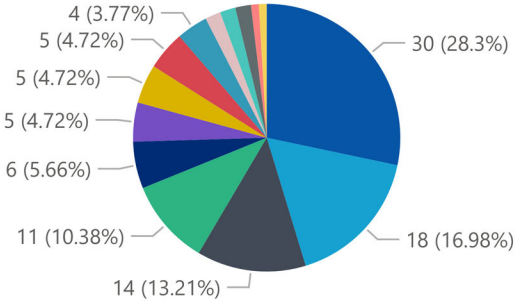
Record Type Full
- Master Building Permit
- Sub-Permit Electrical
- Sub-Permit Building
- Revision
- Sub-Permit Plumbing

Permits Issued

Issued

277

Count of Record ID by Record Type Full



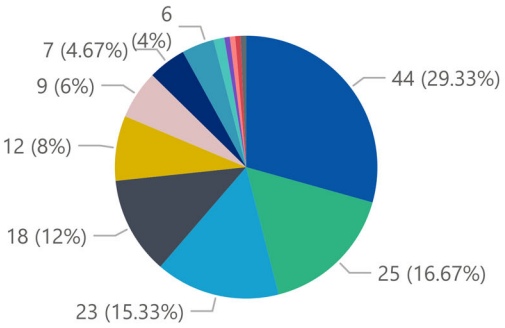
Record Type Full
- Master Building Permit
- Sub-Permit Electrical
- Sub-Permit Building
- Sub-Permit Plumbing
- Sub-Permit Mechanical
- Master Fire Permit

Permits Finaled

Finaled

150

Count of Record ID by Record Type Full



Record Type Full
- Master Building Permit
- Sub-Permit Plumbing
- Sub-Permit Electrical
- Sub-Permit Building
- Master Mechanical Pe...
- Master Plumbing Per...

Building and Zoning Quarterly Report

Date Status

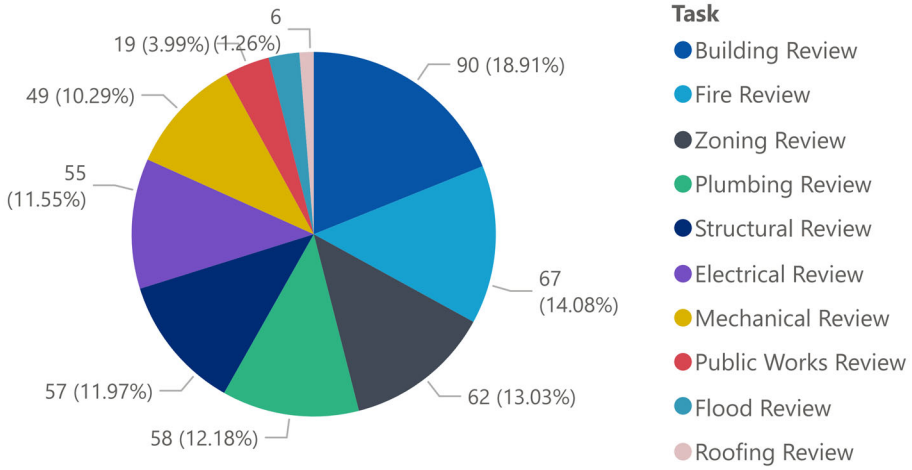
11/1/2025 11/30/2025

Reviews Completed

Count of Record ID

475

Count of Task by Task



Inspections Completed

Number of Inspections

331

Count of Inspection Type by Inspection Type

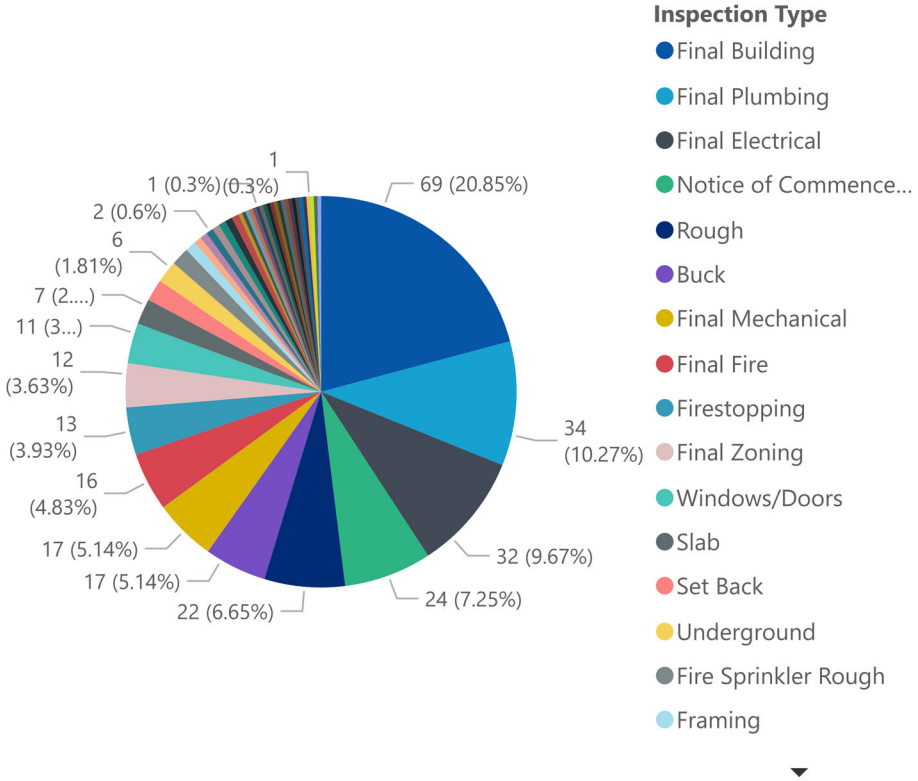


EXHIBIT B

VKB FY26 Capital Improvement Program

12/3/2025

Project Status			
Complete	On Target	Issues	Problems

Total Active Projects
40

Not Started	Planning	Procurement	Design	Permitting	Construction	Complete
6	10	7	7	2	4	4

		PHASE	SCHEDULE				ACCOUNTING TO DATE					MILESTONES TIMELINE													
PRI	Project	Project Phase	ESD	ASD	ECD	ACD	Budget	Spent	Encumbered	Remaining	Percent Spent/ Encumbered	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26
1	Improve Streetlight Coverage	Not Started	Jan-26		Mar-27		$ 821,345			$ 821,345	0%														
1	Replace Cardiac Monitors (2)	Complete		Oct-25		Dec-25	$ 120,000	$ (115,133)		$ 4,867	96%														
1	Replace Airpacks (22 units)	Not Started	TBD		TBD		$ 221,456			$ 221,456	0%														
1	Perform Stormwater Baseline Modeling	Planning		Oct-25	Jan-26		$ 39,000		$ (38,376)	$ 624	98%														
1	Conduct USACE CSRM Back Bay and Beach Feasibility Study	Planning		Dec-23	Aug-28		$ 237,500			$ 237,500	0%														
2	Develop Zone 1 Alternative Analysis and Plan	Design		Sep-25	Apr-26		$ 250,000		$ (240,810)	$ 9,190	96%														
2	Construct Zone 1 - K8 School Central Stormwater Basin	Not Started	Feb-26		Jan-29		$ 22,990,820			$ 22,990,820	0%														
2	Replace Police Radios	Complete		Aug-25		Dec-25	$ 278,000		$ (278,000)	$ -	100%														
2	Underground Utilities Phase 1 Zone 1, 8	Design		Jan-24	Jan-28		$ 12,800,000			$ 12,800,000	0%														
2	Underground Utilities Zones 2, 4, 6	Design		Oct-25	Oct-28		$ 3,000,000			$ 3,000,000	0%														
2	Improve Garden District Drainage	Design		Oct-25	TBD		$ 8,910,000			$ 8,910,000	0%														
2	Install Turf at St. Agnes Field	Complete		May-24		Dec-25	$ 500,000			$ 500,000	0%														
2	Replace Fire Rescue Trucks 1 & 2	Procurement		Oct-24	Jun-26		$ 1,630,577	$ (430,577)	$ (1,172,382)	$ 27,618	98%														
2	Install Pump Station Back Up Generators	Construction		Oct-23	Jan-26		$ 380,552		$ (366,721)	$ 13,831	96%														
3	Design Zone 1 - K8 School Central Stormwater Basin	Design		Aug-22	Mar-26		$ 372,000		$ (44,216)	$ 327,784	12%														
3	Repave Village Roadways	Construction		Dec-24	Mar-26		$ 920,000		$ (492,850)	$ 427,150	54%														
3	Replace Village Police Vehicles (6)	Procurement		Oct-25	Jan-26		$ 351,250		$ (346,972)	$ 4,278	99%														
3	Upgrade Community Center Sewer System to Gravity Flow	Design		Sep-25	Oct-26		$ 285,000		$ (44,140)	$ 240,860	15%														
3	Improve Harbor Drive	Permitting		Nov-24	Oct-26		$ 2,920,000		$ (20,150)	$ 2,899,850	1%														
3	Install Village Fiber Security Network and Cameras	Planning		Oct-25	Sep-26		$ 160,000			$ 160,000	0%														
3	Upgrade Community Center CCTV System	Procurement		Oct-25	Sep-26		$ 70,000			$ 70,000	0%														
4	Program Management & Village Construction Management	Planning	NA	NA	NA	NA	$ 680,000		$ (270,246)	$ 409,754	40%														
4	Renovate Council Chambers as Community Theater	Complete		Jun-24		Dec-25	$ 51,000	$ (7,828)	$ (41,283)	$ 1,889	96%														
4	Repair Community Center Roof and Structural Elements	Construction		Jul-25	Apr-26		$ 645,000			$ 645,000	0%														
4	Procure Fire Chief Vehicles (3)	Procurement		Jul-25	Jul-26		$ 225,000		$ (213,191)	$ 11,809	95%														
4	Renovate Building Department Customer Service Areas	Construction		Dec-23	Mar-26		$ 500,943		$ (370,305)	$ 130,638	74%														
4	Resurface Calusa Park Courts and Increase Pickleball Courts	Planning		Nov-25	Aug-26		$ 225,000			$ 225,000	0%														
4	Contribute to "Shoreline" Design	Planning		Dec-25	Sep-26		$ 950,000		$ (950,000)	$ -	100%														
5	Connect Community Center Lighthouse Room to Fiber	Planning		Oct-25	Oct-26		$ 65,000			$ 65,000	0%														
5	Replace Fitness Equipment in Community Center Gym	Procurement		Oct-25	Feb-26		$ 200,000		$ (185,720)	$ 14,280	93%														
5	Assess Community Center Facility and Programming	Procurement		Sep-25	Nov-26		$ 165,000			$ 165,000	0%														
5	Improve Neighborhood Traffic Calming Devices and Golf Co	Planning	Nov-25		Sep-26		$ 700,000		$ (49,677)	$ 650,323	7%														
5	Contribute to Virginia Key Athletic Fields Design	Planning		Nov-25	TBD		$ 250,000			$ 250,000	0%														
5	Repair and Replace HVACs	Procurement		Jul-25	Mar-26		$ 250,000		$ (237,900)	$ 12,100	95%														
5	Study and Design Offshore Hybrid Reef	Not Started	Jun-26		Jun-28		$ 1,100,000			$ 1,100,000	0%														
5	Renovate Beach Park Pavilion and Boardwalk	Permitting		Sep-22	Sep-26		$ 1,000,000			$ 1,000,000	0%														
5	Rehab Civic Center/Monaco Fountain Plaza	Planning		Aug-25	Jan-28		$ 400,000			$ 400,000	0%														
6	Replace Community Center Generator	Design		Aug-25	May-26		$ 302,000		$ (26,000)	$ 276,000	9%														
6	Improve Intersection at Sonesta Drive and Crandon Blvd	Not Started	TBD	TBD	TBD	TBD	$ 540,000			$ 540,000	0%														
6	Renovate Dog Park	Not Started		Nov-25	Apr-26		$ 100,000			$ 100,000	0%														
							$ 65,606,443.00	$ (553,537.81)	$ (5,388,938.17)	$59,663,967.02															

Village of Key Biscayne

Budget Report
Account Summary
For Fiscal: 2024-2025 Period Ending: 09/30/2025

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 001 - General Fund							
Revenue							
Department: 00 - Undesignated							
001-00-311-31100-000000	AD VALOREM TAX	31,106,095.00	31,106,095.00	0.00	30,991,425.14	-114,669.86	0.37 %
001-00-314-31401-000000	UTILITY TAXES - ELECTRIC	1,933,840.00	1,933,840.00	0.00	2,105,772.79	171,932.79	108.89 %
001-00-314-31402-000000	UTILITY TAXES - WATER	585,000.00	585,000.00	0.00	507,530.71	-77,469.29	13.24 %
001-00-314-31403-000000	UTILITY TAXES - GAS	90,844.00	90,844.00	0.00	95,335.87	4,491.87	104.94 %
001-00-315-31501-000000	STATE CST	740,000.00	740,000.00	0.00	779,677.99	39,677.99	105.36 %
001-00-323-32301-000000	FRANCHISE FEES - ELECTRIC	1,525,000.00	1,525,000.00	0.00	1,497,299.82	-27,700.18	1.82 %
001-00-329-32903-000000	PUBLIC RECORDS REQUEST	2,000.00	2,000.00	0.00	2,016.92	16.92	100.85 %
001-00-331-33101-000000	HURRICANE IRMA 09.10.2017	0.00	0.00	0.00	41,607.06	41,607.06	0.00 %
001-00-331-33117-000000	HURRICANE MILTON 10.09.2024	0.00	0.00	0.00	12,076.11	12,076.11	0.00 %
001-00-334-33404-000000	STATE GRANT CONTRACT D1703 H...	0.00	0.00	0.00	12,832.53	12,832.53	0.00 %
001-00-334-33441-000000	STATE GRANT PERSONS WITH DISAB..	0.00	0.00	0.00	98,749.96	98,749.96	0.00 %
001-00-334-33442-000000	STATE - BILL BAGGS STATE PARK PO...	45,000.00	45,000.00	0.00	8,250.00	-36,750.00	81.67 %
001-00-334-33443-000000	FDOT GRANT DISTRACTED DRIVING...	0.00	0.00	0.00	9,549.80	9,549.80	0.00 %
001-00-335-33500-000000	STATE REVENUE SHARING - MUNICI...	550,000.00	550,000.00	0.00	563,565.18	13,565.18	102.47 %
001-00-335-33501-000000	STATE REVENUE SHARING - HALF C...	1,515,000.00	1,515,000.00	0.00	1,490,030.47	-24,969.53	1.65 %
001-00-335-33502-000000	STATE REVENUE SHARING - ALCOH...	14,000.00	14,000.00	0.00	10,091.20	-3,908.80	27.92 %
001-00-337-33712-000000	GREEN MIAMI DADE COUNTY MAT...	0.00	0.00	0.00	21,969.09	21,969.09	0.00 %
001-00-337-33713-000000	CITY OF MIAMI GRANT URBAN ARE...	0.00	0.00	0.00	16,977.76	16,977.76	0.00 %
001-00-354-35403-000000	FINES - FORFEITURES	1,700.00	1,700.00	0.00	684.26	-1,015.74	59.75 %
001-00-360-36001-000000	MISCELLANEOUS REVENUE	19,949.00	19,949.00	0.00	41,699.34	21,750.34	209.03 %
001-00-361-36101-000000	INTEREST INCOME	1,292,938.00	1,292,938.00	0.00	2,156,868.57	863,930.57	166.82 %
001-00-364-36400-000000	SALES/DISPOSITION OF FIXED ASSE...	0.00	0.00	0.00	52,960.52	52,960.52	0.00 %
001-00-366-36601-000000	DONATIONS & CONTRIBUTIONS	0.00	0.00	0.00	2,325.00	2,325.00	0.00 %
001-00-369-36901-000000	INSURANCE CLAIMS	20,000.00	20,000.00	0.00	304,743.06	284,743.06	1,523.72 %
	Department: 00 - Undesignated Total:	**39,441,366.00**	**39,441,366.00**	**0.00**	**40,824,039.15**	**1,382,673.15**	**3.51%**
Department: 01 - CARRYOVER							
001-01-370-37003-000000	CARRYOVER	0.00	2,315,500.00	0.00	0.00	-2,315,500.00	100.00 %
	Department: 01 - CARRYOVER Total:	**0.00**	**2,315,500.00**	**0.00**	**0.00**	**-2,315,500.00**	**100.00%**
Department: 12 - CLERK							
001-12-341-34101-000000	Lobbyist Registration	2,000.00	2,000.00	0.00	10,850.00	8,850.00	542.50 %
	Department: 12 - CLERK Total:	**2,000.00**	**2,000.00**	**0.00**	**10,850.00**	**8,850.00**	**442.50%**
Department: 15 - PLANNING							
001-15-316-31600-000000	LOCAL BUSINESS TAX (BTR)	113,000.00	113,000.00	0.00	190,407.22	77,407.22	168.50 %
001-15-329-32902-000000	OTHER FEES/ ZONING-SITE PLAN RE...	32,000.00	32,000.00	0.00	31,985.38	-14.62	0.05 %
001-15-354-35402-000000	FINES- PROPERTY MAINTENANCE V...	0.00	0.00	0.00	12,200.00	12,200.00	0.00 %
	Department: 15 - PLANNING Total:	**145,000.00**	**145,000.00**	**0.00**	**234,592.60**	**89,592.60**	**61.79%**
Department: 21 - LAW ENFORCEMENT							
001-21-312-31202-000000	Capter 185 - Police Retirement Trust..	247,641.00	247,641.00	0.00	0.00	-247,641.00	100.00 %
001-21-338-33801-000000	LOCAL REV SHARING- SCHOOL CRO...	74,300.00	74,300.00	0.00	57,776.73	-16,523.27	22.24 %
001-21-338-33802-000000	LOCAL REVENUE SHARING- LETTF	1,700.00	1,700.00	0.00	2,008.35	308.35	118.14 %
001-21-349-34902-000000	Golf Cart Registration	8,000.00	8,000.00	0.00	10,475.00	2,475.00	130.94 %
001-21-349-34903-000000	Fingerprints	500.00	500.00	0.00	550.00	50.00	110.00 %
001-21-354-35405-000000	MDC PARKING FINES	6,000.00	6,000.00	0.00	12,517.14	6,517.14	208.62 %
001-21-354-35406-000000	MDC TRAFFIC FINES	7,800.00	7,800.00	0.00	11,422.15	3,622.15	146.44 %
	Department: 21 - LAW ENFORCEMENT Total:	**345,941.00**	**345,941.00**	**0.00**	**94,749.37**	**-251,191.63**	**72.61%**
Department: 22 - FIRE CONTROL							
001-22-312-31201-000000	Chapter 175 - FF Retirement Trust F...	486,768.00	486,768.00	0.00	0.00	-486,768.00	100.00 %
001-22-322-32203-000000	FIRE INSPECTIONS FEE	156,000.00	156,000.00	0.00	131,421.67	-24,578.33	15.76 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
001-22-335-33503-000000	Firefighter Supplemental	24,000.00	24,000.00	0.00	11,488.62	-12,511.38	52.13 %
001-22-342-34201-000000	RESCUE TRANSPORT FEES	75,000.00	75,000.00	0.00	102,768.85	27,768.85	137.03 %
	Department: 22 - FIRE CONTROL Total:	**741,768.00**	**741,768.00**	**0.00**	**245,679.14**	**-496,088.86**	**66.88%**
Department: 41 - TRANSPORTATION							
001-41-322-32202-000000	PUBLIC WORKS PERMIT	7,000.00	7,000.00	0.00	7,198.23	198.23	102.83 %
	Department: 41 - TRANSPORTATION Total:	**7,000.00**	**7,000.00**	**0.00**	**7,198.23**	**198.23**	**2.83%**
Department: 73 - CULTURAL SERVICES							
001-73-347-34701-000000	COMM CENTER-POINT OF SALE	126,000.00	126,000.00	0.00	104,710.00	-21,290.00	16.90 %
001-73-347-34702-000000	COMM CENTER- COURSE REVENUE	1,420,000.00	1,420,000.00	0.00	1,417,416.16	-2,583.84	0.18 %
001-73-347-34703-000000	COMM CENTER-FACILITY RENTALS	21,000.00	21,000.00	0.00	30,130.00	9,130.00	143.48 %
001-73-347-34704-000000	COMM CENTER-MEMBERSHIPS	785,000.00	785,000.00	0.00	1,126,563.21	341,563.21	143.51 %
	Department: 73 - CULTURAL SERVICES Total:	**2,352,000.00**	**2,352,000.00**	**0.00**	**2,678,819.37**	**326,819.37**	**13.90%**
Department: 75 - ATHLETIC							
001-75-347-34705-000000	ATHLETICS - SPORT PROGRAMS	365,000.00	365,000.00	0.00	525,738.26	160,738.26	144.04 %
	Department: 75 - ATHLETIC Total:	**365,000.00**	**365,000.00**	**0.00**	**525,738.26**	**160,738.26**	**44.04%**
	Revenue Total:	**43,400,075.00**	**45,715,575.00**	**0.00**	**44,621,666.12**	**-1,093,908.88**	**2.39%**
Expense							
Department: 00 - Undesignated							
001-00-311-31101-000000	LAND ACQUISITION RESERVE (1% A...	311,061.00	311,061.00	0.00	309,914.25	1,146.75	0.37 %
	Department: 00 - Undesignated Total:	**311,061.00**	**311,061.00**	**0.00**	**309,914.25**	**1,146.75**	**0.37%**
Department: 11 - COUNCIL							
001-11-511-40000-000000	TRAVEL & PER DIEM	15,000.00	15,000.00	0.00	10,930.92	4,069.08	27.13 %
001-11-511-47001-000000	PRINTING & BINDING	1,000.00	1,000.00	0.00	295.00	705.00	70.50 %
001-11-511-48029-000000	EDUCATION ADVISORY BOARD	36,500.00	36,500.00	0.00	10,223.52	26,276.48	71.99 %
001-11-511-52000-000000	OPERATING SUPPLIES	10,000.00	10,000.00	0.00	32,018.06	-22,018.06	-220.18 %
001-11-511-54001-000000	SUBSCRIPTIONS & MEMBERSHIPS	1,000.00	1,000.00	0.00	7,263.00	-6,263.00	-626.30 %
	Department: 11 - COUNCIL Total:	**63,500.00**	**63,500.00**	**0.00**	**60,730.50**	**2,769.50**	**4.36%**
Department: 12 - CLERK							
001-12-512-12199-000000	SALARIES AND WAGES	219,000.00	219,000.00	0.00	220,480.16	-1,480.16	-0.68 %
001-12-512-14001-000000	OVERTIME	1,000.00	1,000.00	0.00	18.32	981.68	98.17 %
001-12-512-15001-000000	OTHER PAY- LONGEVITY BONUSES	4,000.00	4,000.00	0.00	2,668.10	1,331.90	33.30 %
001-12-512-15002-000000	CELL PHONE/ CAR ALLOWANCE	7,200.00	7,200.00	0.00	6,030.02	1,169.98	16.25 %
001-12-512-21000-000000	PAYROLL TAXES	18,000.00	18,000.00	0.00	16,772.19	1,227.81	6.82 %
001-12-512-22000-000000	RETIREMENT CONTRIBUTIONS 401	27,000.00	27,000.00	0.00	18,322.27	8,677.73	32.14 %
001-12-512-23000-000000	LIFE, HEALTH, DISABILITY INSURAN...	21,683.00	21,683.00	0.00	23,880.73	-2,197.73	-10.14 %
001-12-512-24000-000000	WORKERS COMPENSATION	300.00	300.00	0.00	288.01	11.99	4.00 %
001-12-512-31021-000000	PROFESSIONAL SERVICES	16,500.00	16,500.00	0.00	0.00	16,500.00	100.00 %
001-12-512-34000-000000	CONTRACT CUSTODIAL SERVICES	5,550.00	5,550.00	0.00	4,959.03	590.97	10.65 %
001-12-512-40000-000000	TRAVEL & PER DIEM	8,500.00	8,500.00	0.00	1,385.96	7,114.04	83.69 %
001-12-512-40001-000000	SUNPASS	120.00	120.00	0.00	48.00	72.00	60.00 %
001-12-512-41000-000000	COMMUNICATIONS	14,196.00	14,196.00	0.00	7,767.78	6,428.22	45.28 %
001-12-512-42000-000000	POSTAGE & FREIGHT	500.00	500.00	0.00	554.80	-54.80	-10.96 %
001-12-512-43000-000000	UTILITIES	9,324.00	9,324.00	0.00	9,391.35	-67.35	-0.72 %
001-12-512-44000-000000	RENTALS & LEASES	2,327.00	2,327.00	0.00	6,300.25	-3,973.25	-170.75 %
001-12-512-45000-000000	PROPERTY & LIABILITY INSURANCE	15,105.00	15,105.00	0.00	14,571.02	533.98	3.54 %
001-12-512-47001-000000	PRINTING & BINDING	2,500.00	2,500.00	0.00	200.00	2,300.00	92.00 %
001-12-512-49000-000000	OTHER CURRENT CHARGES	0.00	0.00	0.00	4,741.00	-4,741.00	0.00 %
001-12-512-49001-000000	CURRENT CHARGES - ORDINANCE ...	11,000.00	11,000.00	0.00	0.00	11,000.00	100.00 %
001-12-512-49002-000000	ELECTION EXPENSE	9,750.00	9,750.00	0.00	2,104.78	7,645.22	78.41 %
001-12-512-49003-000000	CURRENT CHARGES - LEGAL ADVERT..	75,000.00	75,000.00	0.00	69,714.38	5,285.62	7.05 %
001-12-512-51001-000000	OFFICE SUPPLIES	6,000.00	6,000.00	0.00	5,285.19	714.81	11.91 %
001-12-512-52001-000000	IT EQUIPMENT <5000 AND SOFTW...	61,263.00	61,263.00	0.00	72,513.99	-11,250.99	-18.37 %
001-12-512-52006-000000	IT EQUIPM <5000 - VIDEO STREAMI...	11,050.00	11,050.00	0.00	2,011.45	9,038.55	81.80 %
001-12-512-52008-000000	MEALS AND EVENTS	26,000.00	26,000.00	0.00	54,043.53	-28,043.53	-107.86 %
001-12-512-54001-000000	SUBSCRIPTIONS & MEMBERSHIPS	4,570.00	4,570.00	0.00	300.04	4,269.96	93.43 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
001-12-512-55000-000000	TRAINING	5,000.00	5,000.00	0.00	1,160.00	3,840.00	76.80 %
	Department: 12 - CLERK Total:	**582,438.00**	**582,438.00**	**0.00**	**545,512.35**	**36,925.65**	**6.34%**
Department: 13 - ADMINISTRATIVE							
001-13-513-12000-000000	SALARY ALLOCATION	-118,000.00	-118,000.00	0.00	-44,339.00	-73,661.00	62.42 %
001-13-513-12189-000000	5% TRANSPORTATION ALLOCATION	-38,000.00	-38,000.00	0.00	-20,685.92	-17,314.08	45.56 %
001-13-513-12190-000000	5% TRANSIT ALLOCATION	-9,500.00	-9,500.00	0.00	-5,171.48	-4,328.52	45.56 %
001-13-513-12199-000000	SALARIES AND WAGES	1,765,000.00	1,765,000.00	0.00	1,772,690.71	-7,690.71	-0.44 %
001-13-513-14001-000000	OVERTIME	20,000.00	20,000.00	0.00	303.25	19,696.75	98.48 %
001-13-513-15001-000000	OTHER PAY- LONGEVITY BONUSES	5,175.00	5,175.00	0.00	7,001.50	-1,826.50	-35.29 %
001-13-513-15002-000000	CELL PHONE/ CAR ALLOWANCE	33,000.00	33,000.00	0.00	31,942.96	1,057.04	3.20 %
001-13-513-15101-000000	VACATION PAID	42,000.00	42,000.00	0.00	49,172.53	-7,172.53	-17.08 %
001-13-513-15109-000000	SICK PAID	0.00	0.00	0.00	489.94	-489.94	0.00 %
001-13-513-21000-000000	PAYROLL TAXES	131,000.00	131,000.00	0.00	127,448.72	3,551.28	2.71 %
001-13-513-22000-000000	RETIREMENT CONTRIBUTIONS 401	211,000.00	211,000.00	0.00	143,700.37	67,299.63	31.90 %
001-13-513-23000-000000	LIFE, HEALTH, DISABILITY INSURAN…	145,585.00	145,585.00	0.00	116,225.68	29,359.32	20.17 %
001-13-513-23001-000000	HEALTH INSURANCE EX EE	0.00	0.00	0.00	11,121.03	-11,121.03	0.00 %
001-13-513-24000-000000	WORKERS COMPENSATION	2,000.00	2,000.00	0.00	-10,881.97	12,881.97	644.10 %
001-13-513-31002-000000	PROFESSIONAL SERVICES- RECRUIT…	40,000.00	40,000.00	0.00	7,876.71	32,123.29	80.31 %
001-13-513-31008-000000	STRATEGIC PLANNING WORKSHOP	10,000.00	10,000.00	0.00	6,841.46	3,158.54	31.59 %
001-13-513-31012-000000	PROFESSIONAL SERVICES GRANT C…	50,000.00	50,000.00	0.00	6,278.85	43,721.15	87.44 %
001-13-513-31013-000000	PROFESSIONAL SERVICES: STRATEG…	200,000.00	200,000.00	0.00	152,806.86	47,193.14	23.60 %
001-13-513-31026-000000	BEST PRACTICE- WORKFLOW ANAL…	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %
001-13-513-31029-000000	REGIONAL LOBBYING SUPPORT	24,000.00	18,000.00	0.00	18,000.00	0.00	0.00 %
001-13-513-31030-000000	STATE LOBBYING SUPPORT	60,000.00	60,000.00	0.00	50,000.00	10,000.00	16.67 %
001-13-513-31101-000000	GOVERNMENT AFFAIRS PRIORITIES	35,000.00	41,500.00	0.00	40,000.01	1,499.99	3.61 %
001-13-513-31103-000000	FEDERAL LOBBYING SUPPORT	72,000.00	72,000.00	0.00	72,000.00	0.00	0.00 %
001-13-513-32001-000000	AUDITING & ACTUARIAL	74,000.00	74,000.00	0.00	80,488.00	-6,488.00	-8.77 %
001-13-513-32002-000000	ADP FEES	40,000.00	40,000.00	0.00	31,957.40	8,042.60	20.11 %
001-13-513-32003-000000	ACTUARIAL	7,500.00	7,500.00	0.00	3,410.00	4,090.00	54.53 %
001-13-513-32004-000000	FINANCIAL ADVISOR	9,000.00	9,000.00	0.00	8,500.00	500.00	5.56 %
001-13-513-34000-000000	CONTRACT CUSTODIAL SERVICES	15,245.00	15,245.00	0.00	13,621.00	1,624.00	10.65 %
001-13-513-34010-000000	RESIDENT EXPERIENCE AND TRAINI…	0.00	0.00	0.00	123.00	-123.00	0.00 %
001-13-513-40000-000000	TRAVEL & PER DIEM	15,000.00	15,000.00	0.00	11,855.23	3,144.77	20.97 %
001-13-513-40001-000000	SUNPASS	720.00	720.00	0.00	744.00	-24.00	-3.33 %
001-13-513-41000-000000	COMMUNICATIONS	33,374.00	33,374.00	0.00	17,603.06	15,770.94	47.26 %
001-13-513-42000-000000	POSTAGE & FREIGHT	2,500.00	2,500.00	0.00	1,074.17	1,425.83	57.03 %
001-13-513-43000-000000	UTILITIES	25,578.00	25,578.00	0.00	25,889.83	-311.83	-1.22 %
001-13-513-44000-000000	RENTALS & LEASES	13,306.00	13,306.00	0.00	13,803.10	-497.10	-3.74 %
001-13-513-45000-000000	PROPERTY & LIABILITY INSURANCE	44,305.00	44,305.00	0.00	42,678.78	1,626.22	3.67 %
001-13-513-47001-000000	PRINTING & BINDING	3,000.00	3,000.00	0.00	1,271.40	1,728.60	57.62 %
001-13-513-48040-000000	HISTORICAL SOCIETY	16,500.00	16,500.00	0.00	13,107.51	3,392.49	20.56 %
001-13-513-49000-000000	OTHER CURRENT CHARGES	39,100.00	39,100.00	0.00	40,211.65	-1,111.65	-2.84 %
001-13-513-49002-000000	OTHER CURRENT CHARGES CHAMB…	96,517.00	96,517.00	0.00	89,235.00	7,282.00	7.54 %
001-13-513-49013-000000	BANK CHARGES	16,000.00	16,000.00	0.00	913.96	15,086.04	94.29 %
001-13-513-51001-000000	OFFICE SUPPLIES	20,049.00	19,549.00	0.00	18,965.15	583.85	2.99 %
001-13-513-52001-000000	IT EQUIPMENT <5000 AND SOFTW…	190,770.00	190,770.00	0.00	172,624.89	18,145.11	9.51 %
001-13-513-52008-000000	MEALS AND EVENTS	10,000.00	10,000.00	0.00	11,938.10	-1,938.10	-19.38 %
001-13-513-54001-000000	SUBSCRIPTIONS & MEMBERSHIPS	13,430.00	13,430.00	0.00	15,911.48	-2,481.48	-18.48 %
001-13-513-55000-000000	TRAINING	11,401.00	11,401.00	0.00	8,823.25	2,577.75	22.61 %
001-13-513-55001-000000	TUITION REIMBURSEMENT	12,000.00	12,000.00	0.00	7,114.84	4,885.16	40.71 %
001-13-513-82000-000000	GRANTS-EDUCATIONAL INITIATIVES	35,000.00	35,000.00	0.00	13,582.55	21,417.45	61.19 %
001-13-513-91001-000000	MANAGER DISCRETIONARY FUND	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
	Department: 13 - ADMINISTRATIVE Total:	**3,499,555.00**	**3,499,555.00**	**0.00**	**3,178,269.56**	**321,285.44**	**9.18%**
Department: 14 - LEGAL							
001-14-514-31005-000000	LEGAL COUNSEL - GENERAL	308,000.00	463,000.00	0.00	463,732.88	-732.88	-0.16 %
001-14-514-31006-000000	LEGAL COUNSEL - LAWSUITS	100,000.00	77,000.00	0.00	57,161.00	19,839.00	25.76 %
001-14-514-31007-000000	LEGAL COUNSEL - LABOR RELATIONS	60,000.00	18,000.00	0.00	17,452.49	547.51	3.04 %
001-14-514-31008-000000	LEGAL COUNSEL-UNDERGROUND U…	50,000.00	0.00	0.00	0.00	0.00	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
001-14-514-31010-000000	LEGAL COUNSEL - BOND COUNSEL	15,000.00	15,000.00	0.00	1,458.00	13,542.00	90.28 %
001-14-514-31011-000000	PROFESSIONAL SERVICES SPECIAL P...	90,000.00	50,000.00	0.00	42,908.15	7,091.85	14.18 %
001-14-514-31019-000000	LEGAL COUNSEL - LITIGATION	25,000.00	25,000.00	0.00	25,976.31	-976.31	-3.91 %
	Department: 14 - LEGAL Total:	**648,000.00**	**648,000.00**	**0.00**	**608,688.83**	**39,311.17**	**6.07%**
Department: 15 - PLANNING							
001-15-515-12000-000000	SALARY ALLOCATION	-9,000.00	-9,000.00	0.00	-9,255.00	255.00	-2.83 %
001-15-515-12199-000000	SALARIES AND WAGES	323,000.00	323,000.00	0.00	328,314.77	-5,314.77	-1.65 %
001-15-515-14001-000000	OVERTIME	3,000.00	3,000.00	0.00	825.81	2,174.19	72.47 %
001-15-515-15002-000000	CELL PHONE/ CAR ALLOWANCE	6,000.00	6,000.00	0.00	6,029.76	-29.76	-0.50 %
001-15-515-15101-000000	VACATION PAID	0.00	0.00	0.00	4,962.10	-4,962.10	0.00 %
001-15-515-15109-000000	SICK PAID	0.00	0.00	0.00	4,843.35	-4,843.35	0.00 %
001-15-515-21000-000000	PAYROLL TAXES	26,000.00	26,000.00	0.00	25,250.17	749.83	2.88 %
001-15-515-22000-000000	RETIREMENT CONTRIBUTIONS 401	39,000.00	39,000.00	0.00	27,865.40	11,134.60	28.55 %
001-15-515-23000-000000	LIFE, HEALTH, DISABILITY INSURAN...	43,366.00	43,366.00	0.00	36,460.22	6,905.78	15.92 %
001-15-515-24000-000000	WORKERS COMPENSATION	3,000.00	3,000.00	0.00	2,878.02	121.98	4.07 %
001-15-515-31001-000000	PROF SERVICES-STRATEGIC PLANNI...	70,000.00	70,000.00	0.00	53,004.50	16,995.50	24.28 %
001-15-515-33001-000000	COURT REPORTING - SPCL MAGIST...	4,000.00	4,000.00	0.00	1,798.15	2,201.85	55.05 %
001-15-515-34000-000000	CONTRACT CUSTODIAL SERVICES	1,560.00	1,560.00	0.00	1,393.00	167.00	10.71 %
001-15-515-40000-000000	TRAVEL & PER DIEM	7,600.00	7,600.00	0.00	6,142.37	1,457.63	19.18 %
001-15-515-40001-000000	SUNPASS	240.00	240.00	0.00	240.00	0.00	0.00 %
001-15-515-41000-000000	COMMUNICATIONS	8,224.00	8,224.00	0.00	3,811.01	4,412.99	53.66 %
001-15-515-42000-000000	POSTAGE & FREIGHT	1,100.00	1,100.00	0.00	617.36	482.64	43.88 %
001-15-515-43000-000000	UTILITIES	2,646.00	2,646.00	0.00	2,737.67	-91.67	-3.46 %
001-15-515-44000-000000	RENTALS & LEASES	870.00	870.00	0.00	936.72	-66.72	-7.67 %
001-15-515-45000-000000	PROPERTY & LIABILITY INSURANCE	5,731.00	5,731.00	0.00	5,583.20	147.80	2.58 %
001-15-515-46004-000000	REPAIRS & MAINTENANCE - VEHICL...	1,600.00	1,600.00	0.00	2,961.36	-1,361.36	-85.09 %
001-15-515-47001-000000	PRINTING & BINDING	3,000.00	3,000.00	0.00	2,990.40	9.60	0.32 %
001-15-515-51001-000000	OFFICE SUPPLIES	5,000.00	5,000.00	0.00	2,213.00	2,787.00	55.74 %
001-15-515-52000-000000	OPERATING SUPPLIES	3,000.00	3,000.00	0.00	792.21	2,207.79	73.59 %
001-15-515-52001-000000	IT EQUIPMENT <5000 AND SOFTW...	12,259.00	12,259.00	0.00	19,121.37	-6,862.37	-55.98 %
001-15-515-52008-000000	MEALS AND EVENTS	500.00	500.00	0.00	634.55	-134.55	-26.91 %
001-15-515-54001-000000	SUBSCRIPTIONS & MEMBERSHIPS	345.00	345.00	0.00	1,674.43	-1,329.43	-385.34 %
001-15-515-55000-000000	TRAINING	5,900.00	5,900.00	0.00	2,895.12	3,004.88	50.93 %
	Department: 15 - PLANNING Total:	**567,941.00**	**567,941.00**	**0.00**	**537,721.02**	**30,219.98**	**5.32%**
Department: 17 - DEBT							
001-17-517-71012-000000	PRINCIPAL-KEY GOVERNMENT LTD ...	918,000.00	918,000.00	0.00	918,000.00	0.00	0.00 %
001-17-517-71013-000000	PRINCIPAL - KEY GOVERNMENT FIRE..	75,000.00	75,000.00	0.00	75,000.00	0.00	0.00 %
001-17-517-72012-000000	INTEREST-KEY GOVERNMENT FINA...	70,704.00	70,704.00	0.00	35,351.88	35,352.12	50.00 %
001-17-517-72013-000000	INTEREST - KEY GOVERNMENT FIRE ...	7,938.00	7,938.00	0.00	3,969.00	3,969.00	50.00 %
	Department: 17 - DEBT Total:	**1,071,642.00**	**1,071,642.00**	**0.00**	**1,032,320.88**	**39,321.12**	**3.67%**
Department: 21 - LAW ENFORCEMENT							
001-21-521-12199-000000	SALARIES AND WAGES	5,628,000.00	5,399,975.00	0.00	5,393,219.84	6,755.16	0.13 %
001-21-521-14001-000000	OVERTIME	399,000.00	399,000.00	0.00	361,977.76	37,022.24	9.28 %
001-21-521-14002-000000	POLICE OT IN LIEU OF KELLY (ADP 1...	60,000.00	60,000.00	0.00	45,836.46	14,163.54	23.61 %
001-21-521-15001-000000	OTHER PAY- LONGEVITY BONUSES	10,000.00	10,000.00	0.00	11,589.72	-1,589.72	-15.90 %
001-21-521-15004-000000	UNIFORMS ALLOWANCE	30,000.00	30,000.00	0.00	29,260.00	740.00	2.47 %
001-21-521-15101-000000	VACATION PAID	250,000.00	250,000.00	0.00	341,440.06	-91,440.06	-36.58 %
001-21-521-15102-000000	OTHER PAY - HOLIDAY PAY	108,000.00	108,000.00	0.00	117,677.07	-9,677.07	-8.96 %
001-21-521-15103-000000	OTHER PAY - OFF DUTY	10,000.00	10,000.00	0.00	3,762.77	6,237.23	62.37 %
001-21-521-15104-000000	INCENTIVE PAY EDUCATION (ADP I&..	29,000.00	29,000.00	0.00	25,050.00	3,950.00	13.62 %
001-21-521-15105-000000	OTHER PAY - ACTING PAY	12,000.00	12,000.00	0.00	8,648.77	3,351.23	27.93 %
001-21-521-15109-000000	SICK PAID	0.00	0.00	0.00	49,652.93	-49,652.93	0.00 %
001-21-521-15110-000000	OTHER PAY - CON'T EDU STIP (T)	10,000.00	10,000.00	0.00	7,600.00	2,400.00	24.00 %
001-21-521-16001-000000	COMPENSATED ABSENCES	59,000.00	59,000.00	0.00	1,695.27	57,304.73	97.13 %
001-21-521-21000-000000	PAYROLL TAXES	466,000.00	466,000.00	0.00	471,824.78	-5,824.78	-1.25 %
001-21-521-22000-000000	RETIREMENT CONTRIBUTIONS 401	122,429.00	122,429.00	0.00	84,245.48	38,183.52	31.19 %
001-21-521-22001-000000	EMPLOYER AND STATE RETIRM 175...	247,641.00	247,641.00	0.00	0.00	247,641.00	100.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
001-21-521-22002-000000	RETIREMENT CONTRIBUTION- PENS...	591,571.00	541,571.00	0.00	492,679.00	48,892.00	9.03 %
001-21-521-23000-000000	LIFE, HEALTH, DISABILITY INSURAN...	607,735.00	607,735.00	0.00	586,828.34	20,906.66	3.44 %
001-21-521-24000-000000	WORKERS COMPENSATION	107,000.00	107,000.00	0.00	102,636.97	4,363.03	4.08 %
001-21-521-31002-000000	PROFESSIONAL SERVICES- RECRUIT...	27,150.00	27,150.00	0.00	17,935.00	9,215.00	33.94 %
001-21-521-31014-000000	PROFESSIONAL SERVICES TECHNICA...	7,500.00	7,500.00	0.00	0.00	7,500.00	100.00 %
001-21-521-34000-000000	CONTRACT CUSTODIAL SERVICES	38,716.00	38,716.00	0.00	33,519.02	5,196.98	13.42 %
001-21-521-34001-000000	CROSSING GUARD OUTSOURCE PR...	291,336.00	291,336.00	0.00	312,165.00	-20,829.00	-7.15 %
001-21-521-35001-000000	INVESTIGATION EXPENSE	2,000.00	2,000.00	0.00	192.70	1,807.30	90.37 %
001-21-521-40000-000000	TRAVEL & PER DIEM	79,950.00	79,950.00	0.00	22,832.88	57,117.12	71.44 %
001-21-521-40001-000000	SUNPASS	2,000.00	2,000.00	0.00	540.00	1,460.00	73.00 %
001-21-521-41000-000000	COMMUNICATIONS	114,484.00	114,484.00	0.00	54,812.23	59,671.77	52.12 %
001-21-521-42000-000000	POSTAGE & FREIGHT	2,850.00	2,850.00	0.00	1,465.35	1,384.65	48.58 %
001-21-521-43000-000000	UTILITIES	63,000.00	63,000.00	0.00	63,648.55	-648.55	-1.03 %
001-21-521-44000-000000	RENTALS & LEASES	27,904.00	27,904.00	0.00	25,832.07	2,071.93	7.43 %
001-21-521-45000-000000	PROPERTY & LIABILITY INSURANCE	182,969.00	182,969.00	0.00	178,110.43	4,858.57	2.66 %
001-21-521-46004-000000	REPAIRS & MAINTENANCE - VEHICL...	112,000.00	112,000.00	0.00	121,359.69	-9,359.69	-8.36 %
001-21-521-46005-000000	REPAIRS & MAINTENANCE - EQUIP...	16,150.00	16,150.00	0.00	3,754.82	12,395.18	76.75 %
001-21-521-46006-000000	REPAIRS & MAINTENANCE - BOAT	27,020.00	27,020.00	0.00	16,314.87	10,705.13	39.62 %
001-21-521-47001-000000	PRINTING & BINDING	18,550.00	18,550.00	0.00	7,159.19	11,390.81	61.41 %
001-21-521-48005-000000	PROMOTIONAL ACTIVITES - D.A.R.E....	47,205.00	47,205.00	0.00	37,591.20	9,613.80	20.37 %
001-21-521-49040-000000	QUARTERLY BOATING SAFETY LECT...	4,000.00	4,000.00	0.00	4,000.00	0.00	0.00 %
001-21-521-51001-000000	OFFICE SUPPLIES	26,500.00	45,000.00	0.00	16,592.48	28,407.52	63.13 %
001-21-521-52000-000000	OPERATING SUPPLIES	33,400.00	33,400.00	0.00	45,370.25	-11,970.25	-35.84 %
001-21-521-52001-000000	IT EQUIPMENT <5000 AND SOFTW...	557,474.00	557,474.00	0.00	448,532.04	108,941.96	19.54 %
001-21-521-52002-000000	OPERATING SUPPLIES - UNIFORMS	73,584.00	55,084.00	0.00	41,126.56	13,957.44	25.34 %
001-21-521-52003-000000	OPERATING SUPPLIES - VEHICLE FU...	124,330.00	124,330.00	0.00	62,618.13	61,711.87	49.64 %
001-21-521-52004-000000	OPERATING SUPPLIES - EQUIPMENT	5,050.00	5,050.00	0.00	0.00	5,050.00	100.00 %
001-21-521-52005-000000	OPERATING SUPPLIES - BOAT FUEL	23,000.00	23,000.00	0.00	14,722.70	8,277.30	35.99 %
001-21-521-52007-000000	OPERATING SUPPLIES- RANGE EXP...	29,600.00	29,600.00	0.00	21,409.46	8,190.54	27.67 %
001-21-521-52008-000000	MEALS AND EVENTS	2,000.00	2,000.00	0.00	3,997.73	-1,997.73	-99.89 %
001-21-521-54001-000000	SUBSCRIPTIONS & MEMBERSHIPS	13,270.00	13,270.00	0.00	5,375.19	7,894.81	59.49 %
001-21-521-55000-000000	TRAINING	51,895.00	51,895.00	0.00	33,585.98	18,309.02	35.28 %
001-21-521-55001-000000	TUITION REIMBURSEMENT (ADP TR)	12,000.00	12,000.00	0.00	4,920.90	7,079.10	58.99 %
001-21-521-64002-000000	POLICE EQUIPMENT	0.00	278,025.00	0.00	0.00	278,025.00	100.00 %
001-21-521-64008-000000	IT EQUIPMENT >5000	30,000.00	30,000.00	0.00	6,182.50	23,817.50	79.39 %
	Department: 21 - LAW ENFORCEMENT Total:	**10,794,263.00**	**10,794,263.00**	**0.00**	**9,741,292.14**	**1,052,970.86**	**9.75%**
Department: 22 - FIRE CONTROL							
001-22-522-12199-000000	SALARIES AND WAGES	5,210,000.00	5,148,456.02	0.00	4,896,974.91	251,481.11	4.88 %
001-22-522-14001-000000	OVERTIME	563,960.00	563,960.00	0.00	548,545.95	15,414.05	2.73 %
001-22-522-15002-000000	CELL PHONE/ CAR ALLOWANCE	1,200.00	1,200.00	0.00	3,405.87	-2,205.87	-183.82 %
001-22-522-15004-000000	UNIFORMS ALLOWANCE	31,000.00	31,000.00	0.00	30,662.53	337.47	1.09 %
001-22-522-15101-000000	VACATION PAID	205,000.00	205,000.00	0.00	308,543.11	-103,543.11	-50.51 %
001-22-522-15102-000000	OTHER PAY - HOLIDAY PAY	124,000.00	124,000.00	0.00	69,569.62	54,430.38	43.90 %
001-22-522-15104-000000	INCENTIVE PAY EDUCATION (ADP I ...	26,000.00	26,000.00	0.00	20,442.00	5,558.00	21.38 %
001-22-522-15105-000000	OTHER PAY - ACTING PAY	94,000.00	94,000.00	0.00	84,837.55	9,162.45	9.75 %
001-22-522-15109-000000	SICK PAID	0.00	0.00	0.00	89,112.83	-89,112.83	0.00 %
001-22-522-15110-000000	OTHER PAY - CON'T EDU STIP (T)	42,000.00	42,000.00	0.00	49,165.00	-7,165.00	-17.06 %
001-22-522-15111-000000	VILLAGE EDUCATION INCENTIVE	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00 %
001-22-522-15116-000000	VACATION SELL BACK (UNDER 480 ...	110,000.00	110,000.00	0.00	0.00	110,000.00	100.00 %
001-22-522-16001-000000	COMPENSATED ABSENCES	65,000.00	65,000.00	0.00	14,626.44	50,373.56	77.50 %
001-22-522-21000-000000	PAYROLL TAXES	436,000.00	436,000.00	0.00	421,099.51	14,900.49	3.42 %
001-22-522-22000-000000	RETIREMENT CONTRIBUTIONS 401	34,000.00	34,000.00	0.00	17,047.73	16,952.27	49.86 %
001-22-522-22001-000000	EMPLOYER AND STATE RETIRM 175...	486,768.00	486,768.00	0.00	0.00	486,768.00	100.00 %
001-22-522-22002-000000	RETIREMENT CONTRIBUTIONS-PENS..	395,000.00	395,000.00	0.00	267,818.00	127,182.00	32.20 %
001-22-522-23000-000000	LIFE, HEALTH, DISABILITY INSURAN...	560,081.00	560,081.00	0.00	569,370.02	-9,289.02	-1.66 %
001-22-522-24000-000000	WORKERS COMPENSATION	181,000.00	181,000.00	0.00	173,618.90	7,381.10	4.08 %
001-22-522-31002-000000	PROFESSIONAL SERVICES- RECRUIT...	15,000.00	15,000.00	0.00	34,099.73	-19,099.73	-127.33 %
001-22-522-31003-000000	PROFESSIONAL SERVICES - ACCREDI...	1,500.00	1,500.00	0.00	1,540.00	-40.00	-2.67 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
001-22-522-31004-000000	PROFESSIONAL SERVICES - TESTING...	25,000.00	10,500.00	0.00	9,000.00	1,500.00	14.29 %
001-22-522-31028-000000	PROFESSIONAL SERVICES- PLAN REV..	50,000.00	6,000.00	0.00	2,175.00	3,825.00	63.75 %
001-22-522-34000-000000	CONTRACT CUSTODIAL SERVICES	38,716.00	38,716.00	0.00	33,519.02	5,196.98	13.42 %
001-22-522-34002-000000	CONTRACT SERVICES - AUTO AID A...	628,300.00	628,300.00	0.00	608,048.52	20,251.48	3.22 %
001-22-522-40000-000000	TRAVEL & PER DIEM	49,500.00	49,500.00	0.00	28,419.24	21,080.76	42.59 %
001-22-522-40001-000000	SUNPASS	2,280.00	2,280.00	0.00	2,160.00	120.00	5.26 %
001-22-522-41000-000000	COMMUNICATIONS	45,003.00	45,003.00	0.00	40,469.17	4,533.83	10.07 %
001-22-522-42000-000000	POSTAGE & FREIGHT	500.00	500.00	0.00	372.30	127.70	25.54 %
001-22-522-43000-000000	UTILITIES	57,702.00	57,702.00	0.00	55,800.93	1,901.07	3.29 %
001-22-522-44000-000000	RENTALS & LEASES	8,828.00	42,930.08	0.00	47,875.06	-4,944.98	-11.52 %
001-22-522-45000-000000	PROPERTY & LIABILITY INSURANCE	256,147.00	256,147.00	0.00	247,637.74	8,509.26	3.32 %
001-22-522-46004-000000	REPAIRS & MAINTENANCE - VEHICL...	30,000.00	5,897.92	0.00	32,657.58	-26,759.66	-453.71 %
001-22-522-47001-000000	PRINTING & BINDING	2,640.00	2,640.00	0.00	574.38	2,065.62	78.24 %
001-22-522-48005-000000	PROMOTIONAL ACT - FIRE PREVENT...	22,760.00	22,760.00	0.00	9,127.80	13,632.20	59.90 %
001-22-522-49004-000000	SVC CHARGE RESCUE TRANSP FEE	14,000.00	14,000.00	0.00	9,773.51	4,226.49	30.19 %
001-22-522-51001-000000	OFFICE SUPPLIES	6,300.00	41,300.00	0.00	36,274.04	5,025.96	12.17 %
001-22-522-52000-000000	OPERATING SUPPLIES	112,904.00	111,904.00	0.00	107,191.11	4,712.89	4.21 %
001-22-522-52001-000000	IT EQUIPMENT <5000 AND SOFTW...	124,694.00	124,694.00	0.00	70,958.16	53,735.84	43.09 %
001-22-522-52002-000000	OPERATING SUPPLIES - UNIFORMS	30,000.00	44,500.00	0.00	45,769.67	-1,269.67	-2.85 %
001-22-522-52003-000000	OPERATING SUPPLIES - VEHICLE FU...	19,760.00	19,760.00	0.00	13,725.76	6,034.24	30.54 %
001-22-522-52008-000000	MEALS AND EVENTS	8,000.00	8,000.00	0.00	6,244.30	1,755.70	21.95 %
001-22-522-54001-000000	SUBSCRIPTIONS & MEMBERSHIPS	33,365.00	33,365.00	0.00	28,875.61	4,489.39	13.46 %
001-22-522-55000-000000	TRAINING	52,000.00	52,000.00	0.00	33,410.42	18,589.58	35.75 %
001-22-522-55001-000000	TUITION REIMBURSEMENT	20,000.00	20,000.00	0.00	6,933.59	13,066.41	65.33 %
001-22-522-55002-000000	EMERGENCY MANAGEMENT TRANI...	75,000.00	10,000.00	0.00	3,000.00	7,000.00	70.00 %
001-22-522-64012-000000	FIRE VEHICLES	0.00	126,543.98	0.00	61,543.98	65,000.00	51.37 %
	Department: 22 - FIRE CONTROL Total:	**10,306,908.00**	**10,306,908.00**	**0.00**	**9,142,016.59**	**1,164,891.41**	**11.30%**
Department: 41 - TRANSPORTATION							
001-41-541-12000-000000	SALARY ALLOCATION	-340,000.00	-340,000.00	0.00	-128,981.00	-211,019.00	62.06 %
001-41-541-12199-000000	SALARIES AND WAGES	1,195,000.00	1,195,000.00	0.00	1,030,173.93	164,826.07	13.79 %
001-41-541-14001-000000	OVERTIME	7,000.00	7,000.00	0.00	3,732.12	3,267.88	46.68 %
001-41-541-15001-000000	OTHER PAY- LONGEVITY BONUSES	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00 %
001-41-541-15002-000000	CELL PHONE/ CAR ALLOWANCE	14,000.00	14,000.00	0.00	14,511.21	-511.21	-3.65 %
001-41-541-15101-000000	VACATION PAID	12,000.00	12,000.00	0.00	13,174.28	-1,174.28	-9.79 %
001-41-541-15109-000000	SICK PAID	0.00	0.00	0.00	389.71	-389.71	0.00 %
001-41-541-21000-000000	PAYROLL TAXES	90,000.00	90,000.00	0.00	77,795.06	12,204.94	13.56 %
001-41-541-22000-000000	RETIREMENT CONTRIBUTIONS 401	144,000.00	144,000.00	0.00	66,661.44	77,338.56	53.71 %
001-41-541-23000-000000	LIFE, HEALTH, DISABILITY INSURAN...	157,976.00	157,976.00	0.00	110,907.78	47,068.22	29.79 %
001-41-541-24000-000000	WORKERS COMPENSATION	19,000.00	19,000.00	0.00	18,225.01	774.99	4.08 %
001-41-541-31001-000000	PROF SERVICES-STRATEGIC PLANNI...	482,500.00	482,500.00	0.00	391,041.17	91,458.83	18.96 %
001-41-541-34000-000000	CONTRACT CUSTODIAL SERVICES	32,345.00	32,345.00	0.00	32,084.01	260.99	0.81 %
001-41-541-34002-000000	CONTRACT - TREE TRIMMING & RE...	407,290.00	407,290.00	0.00	392,601.92	14,688.08	3.61 %
001-41-541-34003-000000	CONTRACT - BEACH MAINTENANCE	805,000.00	805,000.00	0.00	796,020.00	8,980.00	1.12 %
001-41-541-34005-000000	CONTRACT LANDSCAPING	852,408.00	852,408.00	0.00	761,952.58	90,455.42	10.61 %
001-41-541-34014-000000	CONTRACT SERVICE RIGHT OF WAY	310,671.00	310,671.00	0.00	42,868.41	267,802.59	86.20 %
001-41-541-40000-000000	TRAVEL & PER DIEM	8,400.00	8,400.00	0.00	2,031.51	6,368.49	75.82 %
001-41-541-40001-000000	SUNPASS	600.00	600.00	0.00	684.75	-84.75	-14.13 %
001-41-541-41000-000000	COMMUNICATIONS	14,730.00	14,730.00	0.00	6,697.80	8,032.20	54.53 %
001-41-541-42000-000000	POSTAGE & FREIGHT	1,600.00	1,600.00	0.00	505.84	1,094.16	68.39 %
001-41-541-43000-000000	UTILITIES	415,643.00	415,643.00	0.00	318,524.98	97,118.02	23.37 %
001-41-541-44000-000000	RENTALS & LEASES	5,166.00	5,166.00	0.00	6,073.30	-907.30	-17.56 %
001-41-541-45000-000000	PROPERTY & LIABILITY INSURANCE	9,637.00	9,637.00	0.00	9,355.98	281.02	2.92 %
001-41-541-46004-000000	REPAIRS & MAINTENANCE - VEHICL...	15,000.00	15,000.00	0.00	25,832.42	-10,832.42	-72.22 %
001-41-541-46007-000000	REPAIRS & MAINTENANCE GENERAL	53,600.00	53,600.00	0.00	28,891.29	24,708.71	46.10 %
001-41-541-46007-000001	REPAIRS FACILITY VILLAGE HALL	283,254.00	283,254.00	0.00	325,579.26	-42,325.26	-14.94 %
001-41-541-46007-000002	REPAIRS FACILITY FIRE STATION	304,731.00	304,731.00	0.00	282,063.27	22,667.73	7.44 %
001-41-541-46007-000003	REPAIRS FACILITY COMMUNITY CE...	394,831.00	394,831.00	0.00	337,962.95	56,868.05	14.40 %
001-41-541-46008-000000	REPAIRS & MAINTENANCE - ELECTR...	105,000.00	105,000.00	0.00	59,067.91	45,932.09	43.74 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
001-41-541-46010-000000	PLUMBING & BACKFLOW RECERT	29,000.00	29,000.00	0.00	9,484.80	19,515.20	67.29 %
001-41-541-46018-000000	REPAIRS FACILITY- PARKS	110,000.00	110,000.00	0.00	164,439.65	-54,439.65	-49.49 %
001-41-541-49035-000004	COMMUNITY RECYCLING PROG ZE...	35,000.00	35,000.00	0.00	34,490.96	509.04	1.45 %
001-41-541-49035-000005	COMMUNITY RECYCLING PROG M...	4,500.00	4,500.00	0.00	4,872.57	-372.57	-8.28 %
001-41-541-49035-000006	COMMUNITY RECYCLING PROG KBC...	8,000.00	8,000.00	0.00	8,000.00	0.00	0.00 %
001-41-541-49035-000007	COMMUNITY RECYCLING PROG KB ...	18,000.00	18,000.00	0.00	17,940.28	59.72	0.33 %
001-41-541-51001-000000	OFFICE SUPPLIES	4,500.00	4,500.00	0.00	1,911.16	2,588.84	57.53 %
001-41-541-52000-000000	OPERATING SUPPLIES	131,700.00	131,700.00	0.00	103,946.74	27,753.26	21.07 %
001-41-541-52001-000000	IT EQUIPMENT <5000 AND SOFTW...	59,499.00	59,499.00	0.00	51,465.97	8,033.03	13.50 %
001-41-541-52008-000000	MEALS AND EVENTS	1,000.00	1,000.00	0.00	1,011.61	-11.61	-1.16 %
001-41-541-54001-000000	SUBSCRIPTIONS & MEMBERSHIPS	2,500.00	2,500.00	0.00	874.99	1,625.01	65.00 %
001-41-541-55000-000000	TRAINING	7,500.00	7,500.00	0.00	6,880.88	619.12	8.25 %
	Department: 41 - TRANSPORTATION Total:	**6,216,581.00**	**6,216,581.00**	**0.00**	**5,431,748.50**	**784,832.50**	**12.62%**
Department: 72 - PARKS AND RECREATION							
001-72-572-12000-000000	SALARY ALLOCATION	-77,000.00	-77,000.00	0.00	14,577.00	-91,577.00	118.93 %
001-72-572-12199-000000	SALARIES AND WAGES	622,000.00	622,000.00	0.00	570,722.09	51,277.91	8.24 %
001-72-572-14001-000000	OVERTIME	4,000.00	4,000.00	0.00	2,582.14	1,417.86	35.45 %
001-72-572-15001-000000	OTHER PAY- LONGEVITY BONUSES	11,000.00	11,000.00	0.00	10,137.00	863.00	7.85 %
001-72-572-15002-000000	CELL PHONE/ CAR ALLOWANCE	7,200.00	7,200.00	0.00	7,282.07	-82.07	-1.14 %
001-72-572-15101-000000	VACATION PAID	44,000.00	44,000.00	0.00	34,056.89	9,943.11	22.60 %
001-72-572-16001-000000	COMPENSATED ABSENCES	0.00	0.00	0.00	4,660.84	-4,660.84	0.00 %
001-72-572-21000-000000	PAYROLL TAXES	49,000.00	49,000.00	0.00	45,570.71	3,429.29	7.00 %
001-72-572-22000-000000	RETIREMENT CONTRIBUTIONS 401	75,000.00	75,000.00	0.00	47,036.79	27,963.21	37.28 %
001-72-572-23000-000000	LIFE, HEALTH, DISABILITY INSURAN...	52,659.00	52,659.00	0.00	43,971.16	8,687.84	16.50 %
001-72-572-24000-000000	WORKERS COMPENSATION	1,000.00	1,000.00	0.00	959.02	40.98	4.10 %
001-72-572-31001-000000	PROF SERVICES-STRATEGIC PLANNI...	30,000.00	2,000.00	0.00	3,560.50	-1,560.50	-78.03 %
001-72-572-34000-000000	CONTRACT CUSTODIAL SERVICES	21,908.00	21,908.00	0.00	21,907.97	0.03	0.00 %
001-72-572-34015-000000	VETTING BACKGROUND CHECKS & ...	20,000.00	20,000.00	0.00	9,537.00	10,463.00	52.32 %
001-72-572-40000-000000	TRAVEL & PER DIEM	5,000.00	5,000.00	0.00	1,444.68	3,555.32	71.11 %
001-72-572-40001-000000	SUNPASS	300.00	300.00	0.00	324.00	-24.00	-8.00 %
001-72-572-41000-000000	COMMUNICATIONS	17,532.00	17,532.00	0.00	10,866.71	6,665.29	38.02 %
001-72-572-43000-000000	UTILITIES - FIELD LIGHTS/DOG PARK	72,328.00	72,328.00	0.00	139,573.05	-67,245.05	-92.97 %
001-72-572-44000-000000	RENTALS & LEASES	1,608.00	1,608.00	0.00	0.00	1,608.00	100.00 %
001-72-572-45000-000000	PROPERTY & LIABILTY INSURANCE	101,356.00	101,356.00	0.00	96,588.00	4,768.00	4.70 %
001-72-572-46004-000000	REPAIRS & MAINTENANCE - VEHICL...	4,000.00	4,000.00	0.00	1,406.20	2,593.80	64.85 %
001-72-572-46006-000000	REPAIRS & MAINTENANCE - DOG P...	49,200.00	49,200.00	0.00	35,883.45	13,316.55	27.07 %
001-72-572-46010-000000	REPAIRS & MAINTENANCE - PARKS/...	110,000.00	177,000.00	0.00	153,497.00	23,503.00	13.28 %
001-72-572-46011-000000	IGUANA PROGRAM	22,800.00	22,800.00	0.00	18,185.00	4,615.00	20.24 %
001-72-572-48002-000000	PROMO EVENTS- COMMUNITY AND...	35,000.00	35,000.00	0.00	16,796.81	18,203.19	52.01 %
001-72-572-48007-000000	PROMO EVENTS - WINTERFEST	76,800.00	76,800.00	0.00	70,416.89	6,383.11	8.31 %
001-72-572-48009-000000	PROMO EVENTS - ADVERTISING	30,000.00	30,000.00	0.00	7,286.00	22,714.00	75.71 %
001-72-572-48011-000000	PROMO EVENTS- CONCERT SERIES	45,000.00	45,000.00	0.00	58,156.03	-13,156.03	-29.24 %
001-72-572-48013-000000	PROMO EVENTS - JULY 4TH FIREW...	275,900.00	275,900.00	0.00	268,606.00	7,294.00	2.64 %
001-72-572-48041-000000	PROMO EVENTS- VETERAN'S & ME...	7,000.00	7,000.00	0.00	5,195.00	1,805.00	25.79 %
001-72-572-48042-000000	PROMO EVENTS- SEASONAL HOLID...	128,147.00	116,147.00	0.00	108,225.00	7,922.00	6.82 %
001-72-572-48043-000000	PROMO EVENTS- MOVIES ON THE ...	10,000.00	10,000.00	0.00	4,380.00	5,620.00	56.20 %
001-72-572-48044-000000	PROMO EVENTS- LIGHTHOUSE RUN	18,000.00	18,000.00	0.00	23,002.52	-5,002.52	-27.79 %
001-72-572-48045-000000	PROMO EVENTS- FALL FESTIVAL	18,000.00	18,000.00	0.00	16,674.00	1,326.00	7.37 %
001-72-572-48046-000000	PROMO EVENTS- EGG HUNT	3,000.00	3,000.00	0.00	3,236.62	-236.62	-7.89 %
001-72-572-48047-000000	PROMO EVENTS- DOG PARK EVENT	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
001-72-572-48048-000000	PROMO EVENTS- BOAT PARADE	0.00	0.00	0.00	840.00	-840.00	0.00 %
001-72-572-48050-000000	PROMO EVENTS- SPECIAL NEEDS P...	150,000.00	150,000.00	0.00	127,540.11	22,459.89	14.97 %
001-72-572-49007-000000	KEY BISCAYNE YOUTH COUNCIL & T...	20,000.00	20,000.00	0.00	9,782.51	10,217.49	51.09 %
001-72-572-49010-000000	SPECIAL EVENTS- CONCOURS D'ELE...	27,300.00	300.00	0.00	0.00	300.00	100.00 %
001-72-572-49014-000000	SPECIAL EVENTS- PIANO FESTIVAL	40,845.00	40,845.00	0.00	40,845.00	0.00	0.00 %
001-72-572-49020-000000	SPECIAL EVENTS- CITY THEATER	20,000.00	20,000.00	0.00	20,000.00	0.00	0.00 %
001-72-572-49023-000000	SPECIAL EVENTS- CHILDREN"S BUSI...	6,825.00	6,825.00	0.00	6,825.00	0.00	0.00 %
001-72-572-49024-000000	SPECIAL EVENTS- KB SCOUTING	3,500.00	3,500.00	0.00	1,919.04	1,580.96	45.17 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
001-72-572-49025-000000	SPECIAL EVENTS- IT TAKES A VILLAGE	25,000.00	25,000.00	0.00	23,116.40	1,883.60	7.53 %
001-72-572-49026-000000	SPECIAL EVENTS- COMMUNITY HOL…	5,000.00	5,000.00	0.00	5,033.48	-33.48	-0.67 %
001-72-572-49028-000000	SPECIAL EVENTS- GIRL SCOUTS TRO…	3,500.00	3,500.00	0.00	3,500.57	-0.57	-0.02 %
001-72-572-49029-000000	SPECIAL EVENTS- KEY BISCAYNE FI…	21,000.00	21,000.00	0.00	21,000.00	0.00	0.00 %
001-72-572-49030-000000	SPECIAL EVENTS - KEY BISCAYNE CL…	5,000.00	5,000.00	0.00	3,891.99	1,108.01	22.16 %
001-72-572-49031-000000	SPECIAL EVENTS - KEY BISCAYNE CH…	5,000.00	5,000.00	0.00	5,000.00	0.00	0.00 %
001-72-572-49033-000000	SPECIAL EVENTS-KEY BISCAYNE POE…	5,000.00	5,000.00	0.00	5,000.00	0.00	0.00 %
001-72-572-49034-000000	KEY BISCAYNE COMMUNITY GARD…	12,000.00	12,000.00	0.00	11,183.52	816.48	6.80 %
001-72-572-51001-000000	OFFICE SUPPLIES	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
001-72-572-52000-000000	OPERATING SUPPLIES	7,500.00	7,500.00	0.00	10,009.26	-2,509.26	-33.46 %
001-72-572-52001-000000	IT EQUIPMENT <5000 AND SOFTW…	9,797.00	9,797.00	0.00	3,493.00	6,304.00	64.35 %
001-72-572-52002-000000	OPERATING SUPPLIES - UNIFORMS	2,000.00	2,000.00	0.00	1,439.96	560.04	28.00 %
001-72-572-52003-000000	OPERATING SUPPLIES - VEHICLE FU…	2,000.00	2,000.00	0.00	1,445.03	554.97	27.75 %
001-72-572-52008-000000	MEALS AND EVENTS	0.00	0.00	0.00	1,269.50	-1,269.50	0.00 %
001-72-572-54001-000000	SUBSCRIPTIONS & MEMBERSHIPS	3,000.00	3,000.00	0.00	969.55	2,030.45	67.68 %
001-72-572-55000-000000	TRAINING	3,000.00	3,000.00	0.00	1,822.50	1,177.50	39.25 %
	Department: 72 - PARKS AND RECREATION Total:	**2,272,505.00**	**2,272,505.00**	**0.00**	**2,162,230.56**	**110,274.44**	**4.85%**
Department: 73 - CULTURAL SERVICES							
001-73-573-12199-000000	SALARIES AND WAGES	1,145,167.00	1,145,167.00	0.00	1,216,396.52	-71,229.52	-6.22 %
001-73-573-14001-000000	OVERTIME	12,000.00	12,000.00	0.00	1,483.61	10,516.39	87.64 %
001-73-573-15001-000000	OTHER PAY-LONGEVITY BONUSES	8,000.00	8,000.00	0.00	3,372.01	4,627.99	57.85 %
001-73-573-15002-000000	CELL PHONE & CAR ALLOWANCE	0.00	0.00	0.00	1,159.75	-1,159.75	0.00 %
001-73-573-15101-000000	VACATION PAID	28,000.00	28,000.00	0.00	21,524.19	6,475.81	23.13 %
001-73-573-16001-000000	COMPENSATED ABSENCES	0.00	0.00	0.00	185.28	-185.28	0.00 %
001-73-573-21000-000000	PAYROLL TAXES	92,000.00	92,000.00	0.00	92,988.99	-988.99	-1.07 %
001-73-573-22000-000000	RETIREMENT CONTRIBUTIONS 401	67,000.00	67,000.00	0.00	50,034.50	16,965.50	25.32 %
001-73-573-23000-000000	LIFE, HEALTH, DISABILITY INSURAN…	86,732.00	86,732.00	0.00	66,836.23	19,895.77	22.94 %
001-73-573-24000-000000	WORKERS COMPENSATION	20,000.00	20,000.00	0.00	19,184.03	815.97	4.08 %
001-73-573-31002-000000	PROFESSIONAL SERVICES- RECRUIT…	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
001-73-573-31006-000000	PROGRAM REVENUE SHARES	1,032,750.00	1,032,750.00	0.00	1,000,263.13	32,486.87	3.15 %
001-73-573-34000-000000	CONTRACT CUSTODIAL SERVICES	305,766.00	305,766.00	0.00	292,003.67	13,762.33	4.50 %
001-73-573-40000-000000	TRAVEL & PER DIEM	0.00	0.00	0.00	338.10	-338.10	0.00 %
001-73-573-40001-000000	SUNPASS	1,380.00	1,380.00	0.00	1,920.00	-540.00	-39.13 %
001-73-573-41000-000000	COMMUNICATIONS	18,904.00	18,904.00	0.00	21,733.95	-2,829.95	-14.97 %
001-73-573-42000-000000	POSTAGE & FREIGHT	2,400.00	2,400.00	0.00	2,800.88	-400.88	-16.70 %
001-73-573-43000-000000	UTILITIES	154,524.00	154,524.00	0.00	135,523.04	19,000.96	12.30 %
001-73-573-44000-000000	RENTALS & LEASES	17,513.00	17,513.00	0.00	12,056.32	5,456.68	31.16 %
001-73-573-45000-000000	PROPERTY & LIABILITY INSURANCE	122,200.00	122,200.00	0.00	119,556.07	2,643.93	2.16 %
001-73-573-46007-000000	REPAIRS & MAINTENANCE - COMM…	138,100.00	138,100.00	0.00	92,913.51	45,186.49	32.72 %
001-73-573-49001-000000	CREDIT CARD FEES	67,000.00	67,000.00	0.00	69,513.23	-2,513.23	-3.75 %
001-73-573-49005-000000	SENIOR ACTIVITIES	139,805.00	139,805.00	0.00	181,870.16	-42,065.16	-30.09 %
001-73-573-51001-000000	OFFICE SUPPLIES	6,000.00	6,000.00	0.00	4,099.19	1,900.81	31.68 %
001-73-573-52000-000000	OPERATING SUPPLIES	91,000.00	91,000.00	0.00	76,028.08	14,971.92	16.45 %
001-73-573-52001-000000	IT EQUIPMENT <5000 AND SOFTW…	84,063.00	84,063.00	0.00	32,157.57	51,905.43	61.75 %
001-73-573-52008-000000	MEALS AND EVENTS	0.00	0.00	0.00	1,524.71	-1,524.71	0.00 %
001-73-573-54001-000000	SUBSCRIPTIONS & MEMBERSHIPS	0.00	0.00	0.00	466.04	-466.04	0.00 %
	Department: 73 - CULTURAL SERVICES Total:	**3,660,304.00**	**3,660,304.00**	**0.00**	**3,517,932.76**	**142,371.24**	**3.89%**
Department: 75 - ATHLETIC							
001-75-575-12000-000000	SALARY ALLOCATION	78,000.00	78,000.00	0.00	-14,577.00	92,577.00	118.69 %
001-75-575-12199-000000	SALARIES AND WAGES	112,469.00	112,469.00	0.00	105,453.41	7,015.59	6.24 %
001-75-575-14001-000000	OVERTIME	2,000.00	2,000.00	0.00	893.90	1,106.10	55.31 %
001-75-575-16001-000000	COMPENSATED ABSENCES	0.00	0.00	0.00	431.28	-431.28	0.00 %
001-75-575-21000-000000	PAYROLL TAXES	9,000.00	9,000.00	0.00	6,135.03	2,864.97	31.83 %
001-75-575-22000-000000	RETIREMENT CONTRIBUTIONS 401	7,000.00	7,000.00	0.00	4,916.63	2,083.37	29.76 %
001-75-575-23000-000000	LIFE, HEALTH, DISABILITY INSURAN…	8,260.00	8,260.00	0.00	13,101.52	-4,841.52	-58.61 %
001-75-575-24000-000000	WORKERS COMPENSATION	3,000.00	3,000.00	0.00	2,878.02	121.98	4.07 %
001-75-575-34002-000000	CONTRACT SERVICES- FIELD MAINT…	320,977.00	320,977.00	0.00	331,362.94	-10,385.94	-3.24 %
001-75-575-40001-000000	SUNPASS	960.00	960.00	0.00	84.00	876.00	91.25 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
001-75-575-41000-000000	COMMUNICATIONS	1,443.00	1,443.00	0.00	620.54	822.46	57.00 %
001-75-575-43000-000000	UTILITIES	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
001-75-575-44000-000000	RENTALS & LEASES	80,937.00	80,937.00	0.00	71,802.00	9,135.00	11.29 %
001-75-575-45000-000000	PROPERTY & LIABILITY INSURANCE	2,161.00	2,161.00	0.00	2,171.00	-10.00	-0.46 %
001-75-575-46000-000000	REPAIRS AND MAINTENANCE	120,000.00	120,000.00	0.00	63,724.19	56,275.81	46.90 %
001-75-575-48014-000000	PROMO ACTIVITIES - RUGBY	0.00	0.00	0.00	40,689.00	-40,689.00	0.00 %
001-75-575-48031-000000	PROMO ACTIVITIES - BASKETBALL	70,000.00	70,000.00	0.00	33,978.56	36,021.44	51.46 %
001-75-575-48032-000000	PROMO ACTIVITIES - BASEBALL	40,000.00	40,000.00	0.00	36,216.85	3,783.15	9.46 %
001-75-575-48033-000000	PROMO ACTIVITIES - VOLLEYBALL	42,000.00	42,000.00	0.00	42,000.00	0.00	0.00 %
001-75-575-48034-000000	PROMO ACTIVITIES - ADULT ATHLET...	60,000.00	60,000.00	0.00	27,945.00	32,055.00	53.43 %
001-75-575-48035-000000	PROMO ACTIVITIES - FIELD HOCKEY	140,000.00	140,000.00	0.00	106,488.48	33,511.52	23.94 %
001-75-575-48037-000000	PROMO ACTIVITIES - LACROSSE	20,000.00	20,000.00	0.00	2,137.50	17,862.50	89.31 %
001-75-575-48038-000000	PROMO ACTIVITIES - FLAG FOOTBA...	26,000.00	26,000.00	0.00	21,836.59	4,163.41	16.01 %
001-75-575-48039-000000	PROMO ACTIVITIES- TRACK & FIELD	20,000.00	20,000.00	0.00	15,389.39	4,610.61	23.05 %
001-75-575-52001-000000	IT EQUIPMENT <5000 AND SOFTW...	3,170.00	3,170.00	0.00	1,244.81	1,925.19	60.73 %
	Department: 75 - ATHLETIC Total:	**1,177,377.00**	**1,177,377.00**	**0.00**	**916,923.64**	**260,453.36**	**22.12%**
Department: 81 - TRANSFERS							
001-81-581-58102-000000	TRANSFER TO CIP	2,228,000.00	4,543,500.00	0.00	4,543,500.00	0.00	0.00 %
	Department: 81 - TRANSFERS Total:	**2,228,000.00**	**4,543,500.00**	**0.00**	**4,543,500.00**	**0.00**	**0.00%**
Department: 90 - EMERGENCY							
001-90-522-46001-000000	CAT B- EMERGENCY PROTECTIVE M...	0.00	0.00	0.00	1,161.16	-1,161.16	0.00 %
001-90-541-46001-000000	CAT B- EMERGENCY PROTECTIVE M...	0.00	0.00	0.00	1,600.00	-1,600.00	0.00 %
	Department: 90 - EMERGENCY Total:	**0.00**	**0.00**	**0.00**	**2,761.16**	**-2,761.16**	**0.00%**
	Expense Total:	**43,400,075.00**	**45,715,575.00**	**0.00**	**41,731,562.74**	**3,984,012.26**	**8.71%**
	Fund: 001 - General Fund Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**2,890,103.38**	**2,890,103.38**	**0.00%**
Fund: 101 - Transportation							
Revenue							
Department: 00 - Undesignated							
101-00-361-36101-000000	INTEREST INCOME	82,997.00	82,997.00	0.00	0.00	-82,997.00	100.00 %
	Department: 00 - Undesignated Total:	**82,997.00**	**82,997.00**	**0.00**	**0.00**	**-82,997.00**	**100.00%**
Department: 41 - TRANSPORTATION							
101-41-312-31203-000000	STATE 1ST LOCAL OPTION GAS TAX	160,000.00	160,000.00	0.00	171,916.34	11,916.34	107.45 %
101-41-312-31204-000000	STATE 2ND LOCAL OPTION GAS TAX	61,000.00	61,000.00	0.00	64,889.67	3,889.67	106.38 %
101-41-331-33104-000000	MDC TRANSPORTATION SURTAX 8...	740,000.00	740,000.00	0.00	413,718.40	-326,281.60	44.09 %
101-41-331-33105-000000	MDC TRANSPORTATION SURTAX 2...	185,000.00	185,000.00	0.00	103,429.60	-81,570.40	44.09 %
	Department: 41 - TRANSPORTATION Total:	**1,146,000.00**	**1,146,000.00**	**0.00**	**753,954.01**	**-392,045.99**	**34.21%**
	Revenue Total:	**1,228,997.00**	**1,228,997.00**	**0.00**	**753,954.01**	**-475,042.99**	**38.65%**
Expense							
Department: 17 - DEBT							
101-17-517-71015-000000	PRINCIPAL CRANDON PH II	237,187.00	237,187.00	0.00	177,352.50	59,834.50	25.23 %
101-17-517-72015-000000	INTEREST CRANDON PH II	3,598.00	3,598.00	0.00	1,801.28	1,796.72	49.94 %
	Department: 17 - DEBT Total:	**240,785.00**	**240,785.00**	**0.00**	**179,153.78**	**61,631.22**	**25.60%**
Department: 41 - TRANSPORTATION							
101-41-541-12189-000000	5% TRANSPORTATION ALLOCATION	47,500.00	47,500.00	0.00	20,685.92	26,814.08	56.45 %
101-41-541-12190-000000	5% TRANSIT ALLOCATION	0.00	0.00	0.00	5,171.48	-5,171.48	0.00 %
101-41-541-40101-000000	TRANSIT ON DEMAND	915,000.00	915,000.00	0.00	913,869.00	1,131.00	0.12 %
	Department: 41 - TRANSPORTATION Total:	**962,500.00**	**962,500.00**	**0.00**	**939,726.40**	**22,773.60**	**2.37%**
Department: 81 - TRANSFERS							
101-81-581-58102-000000	TRANSFER TO CIP	250,000.00	250,000.00	0.00	250,000.00	0.00	0.00 %
	Department: 81 - TRANSFERS Total:	**250,000.00**	**250,000.00**	**0.00**	**250,000.00**	**0.00**	**0.00%**
	Expense Total:	**1,453,285.00**	**1,453,285.00**	**0.00**	**1,368,880.18**	**84,404.82**	**5.81%**
	Fund: 101 - Transportation Surplus (Deficit):	**-224,288.00**	**-224,288.00**	**0.00**	**-614,926.17**	**-390,638.17**	**-174.17%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 102 - Parks and Open Spaces Land Trust							
Revenue							
Department: 72 - PARKS AND RECREATION							
102-72-311-31100-000000	PROS LAND TRUST FUND ADVALOR...	311,061.00	311,061.00	0.00	309,914.25	-1,146.75	0.37 %
102-72-361-36101-000000	INTEREST INCOME	167,311.00	167,311.00	0.00	0.00	-167,311.00	100.00 %
Department: 72 - PARKS AND RECREATION Total:		**478,372.00**	**478,372.00**	**0.00**	**309,914.25**	**-168,457.75**	**35.21%**
Revenue Total:		**478,372.00**	**478,372.00**	**0.00**	**309,914.25**	**-168,457.75**	**35.21%**
Fund: 102 - Parks and Open Spaces Land Trust Total:		**478,372.00**	**478,372.00**	**0.00**	**309,914.25**	**-168,457.75**	**35.21%**
Fund: 103 - Building Fund							
Revenue							
Department: 24 - BUILDING							
103-24-322-32201-000000	BUILDING PERMITS	2,450,000.00	2,450,000.00	0.00	1,845,800.77	-604,199.23	24.66 %
103-24-329-32901-000000	OTHER FEES- CERTIFICATE OF OCCU...	7,500.00	7,500.00	0.00	5,557.00	-1,943.00	25.91 %
103-24-329-32903-000000	BUILDING RECORD REQUEST	0.00	0.00	0.00	2,805.00	2,805.00	0.00 %
103-24-349-34901-000000	SERV CHARGE- LIEN SEARCH	20,000.00	20,000.00	0.00	21,295.00	1,295.00	106.48 %
103-24-354-35401-000000	BUILDING CODE VIOLATIONS	13,000.00	13,000.00	0.00	19,088.51	6,088.51	146.83 %
103-24-360-36001-000000	MISCELLANEOUS REVENUES	0.00	0.00	0.00	750.00	750.00	0.00 %
103-24-361-36101-000000	BUILDING INTEREST REVENUE	60,630.00	60,630.00	0.00	0.00	-60,630.00	100.00 %
Department: 24 - BUILDING Total:		**2,551,130.00**	**2,551,130.00**	**0.00**	**1,895,296.28**	**-655,833.72**	**25.71%**
Revenue Total:		**2,551,130.00**	**2,551,130.00**	**0.00**	**1,895,296.28**	**-655,833.72**	**25.71%**
Expense							
Department: 24 - BUILDING							
103-24-514-31005-000000	LEGAL COUNCIL- BUILDING	25,000.00	25,000.00	0.00	25,029.50	-29.50	-0.12 %
103-24-524-12000-000000	SALARY ALLOCATION	82,000.00	82,000.00	0.00	45,898.00	36,102.00	44.03 %
103-24-524-12199-000000	SALARIES AND WAGES	1,258,000.00	1,258,000.00	0.00	1,209,943.11	48,056.89	3.82 %
103-24-524-14001-000000	OVERTIME	6,000.00	6,000.00	0.00	8,765.20	-2,765.20	-46.09 %
103-24-524-15001-000000	OTHER PAY-LONGEVITY BONUSES	10,000.00	10,000.00	0.00	3,146.21	6,853.79	68.54 %
103-24-524-15002-000000	CELL PHONE/ CAR ALLOWANCE	13,000.00	13,000.00	0.00	20,496.97	-7,496.97	-57.67 %
103-24-524-15101-000000	VACATION PAID	27,000.00	27,000.00	0.00	16,986.69	10,013.31	37.09 %
103-24-524-21000-000000	PAYROLL TAXES	100,000.00	100,000.00	0.00	93,634.09	6,365.91	6.37 %
103-24-524-22000-000000	RETIREMENT CONTRIBUTIONS 401	130,000.00	130,000.00	0.00	92,132.62	37,867.38	29.13 %
103-24-524-23000-000000	LIFE, HEALTH, DISABILITY INSURAN...	124,935.00	124,935.00	0.00	117,265.41	7,669.59	6.14 %
103-24-524-24000-000000	WORKERS COMPENSATION	10,000.00	10,000.00	0.00	9,592.99	407.01	4.07 %
103-24-524-31001-000000	PROF SERVICES-STRATEGIC PLANNI...	125,000.00	125,000.00	0.00	94,762.00	30,238.00	24.19 %
103-24-524-31002-000000	PROFESSIONAL SERVICES- RECRUIT...	9,500.00	9,500.00	0.00	6,500.00	3,000.00	31.58 %
103-24-524-34000-000000	CONTRACT CUSTODIAL SERVICES	13,698.00	13,698.00	0.00	11,858.99	1,839.01	13.43 %
103-24-524-40000-000000	TRAVEL & PER DIEM	3,900.00	3,900.00	0.00	9,843.93	-5,943.93	-152.41 %
103-24-524-40001-000000	SUNPASS	720.00	720.00	0.00	588.00	132.00	18.33 %
103-24-524-41000-000000	COMMUNICATIONS	18,832.00	18,832.00	0.00	8,771.23	10,060.77	53.42 %
103-24-524-42000-000000	POSTAGE & FREIGHT	1,600.00	1,600.00	0.00	1,947.28	-347.28	-21.71 %
103-24-524-43000-000000	UTILITIES	22,302.00	22,302.00	0.00	22,553.04	-251.04	-1.13 %
103-24-524-44000-000000	RENTALS & LEASES	7,546.00	7,546.00	0.00	5,074.09	2,471.91	32.76 %
103-24-524-45000-000000	PROPERTY & LIABILITY INSURANCE	38,813.00	38,813.00	0.00	37,550.44	1,262.56	3.25 %
103-24-524-46007-000000	REPAIRS & MAINTENANCE VILLAGE...	3,100.00	3,100.00	0.00	-87.95	3,187.95	102.84 %
103-24-524-47001-000000	PRINTING & SCANNING	33,500.00	33,500.00	0.00	15,432.65	18,067.35	53.93 %
103-24-524-49001-000000	CREDIT CARD FEES	55,000.00	55,000.00	0.00	49,108.56	5,891.44	10.71 %
103-24-524-51001-000000	OFFICE SUPPLIES	17,300.00	17,300.00	0.00	11,375.10	5,924.90	34.25 %
103-24-524-52000-000000	OPERATING SUPPLIES	500.00	500.00	0.00	2,409.45	-1,909.45	-381.89 %
103-24-524-52001-000000	IT EQUIPMENT <5000 AND SOFTW...	228,025.00	228,025.00	0.00	128,391.23	99,633.77	43.69 %
103-24-524-52002-000000	OPERATING SUPPLIES- UNIFORMS	5,000.00	5,000.00	0.00	1,654.97	3,345.03	66.90 %
103-24-524-52008-000000	MEALS AND EVENTS	1,000.00	1,000.00	0.00	64.88	935.12	93.51 %
103-24-524-54001-000000	MEMBERSHIPS AND DUES	2,850.00	2,850.00	0.00	2,332.00	518.00	18.18 %
103-24-524-55000-000000	EDUCATION AND TRAINING	2,600.00	2,600.00	0.00	1,928.75	671.25	25.82 %
103-24-524-55001-000000	TUITION REIMBURSEMENT	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
Department: 24 - BUILDING Total:		**2,386,721.00**	**2,386,721.00**	**0.00**	**2,054,949.43**	**331,771.57**	**13.90%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 81 - TRANSFERS							
103-81-581-58102-000000	TRANSFER TO CIP	125,000.00	125,000.00	0.00	125,000.00	0.00	0.00 %
	Department: 81 - TRANSFERS Total:	**125,000.00**	**125,000.00**	**0.00**	**125,000.00**	**0.00**	**0.00%**
	Expense Total:	**2,511,721.00**	**2,511,721.00**	**0.00**	**2,179,949.43**	**331,771.57**	**13.21%**
	Fund: 103 - Building Fund Surplus (Deficit):	**39,409.00**	**39,409.00**	**0.00**	**-284,653.15**	**-324,062.15**	**822.30%**
Fund: 301 - Capital Improvement Plan Fund							
Revenue							
Department: 00 - Undesignated							
301-00-324-32431-000000	MIAMI DADE COUNTY ROAD IMPA...	0.00	1,900,000.00	0.00	0.00	-1,900,000.00	100.00 %
301-00-331-33113-000000	HMGP- ZONE 1	0.00	13,238,446.00	0.00	0.00	-13,238,446.00	100.00 %
301-00-331-33114-000000	NOAA-CONSTRUCT OFFSHORE SU...	0.00	750,000.00	0.00	0.00	-750,000.00	100.00 %
301-00-331-33116-000000	FEDERAL APPROPRIATION	0.00	500,000.00	0.00	0.00	-500,000.00	100.00 %
301-00-334-33402-000000	STATE LEGISLATIVE APPROPRIATION	0.00	500,000.00	0.00	0.00	-500,000.00	100.00 %
301-00-334-33433-000000	FDEP-FRDA-PARADISE PARK STATE ...	0.00	112,500.00	0.00	0.00	-112,500.00	100.00 %
301-00-334-33435-000000	FDEP-Test Stormwater Water Quali...	0.00	0.00	0.00	40,745.50	40,745.50	0.00 %
301-00-334-33437-000000	FDEP- RENOURISH BEACH AND DU...	0.00	0.00	0.00	1,370,733.35	1,370,733.35	0.00 %
301-00-334-33440-000000	FDEP- FORMULATE RESILIENT INFR...	0.00	4,385,626.00	0.00	0.00	-4,385,626.00	100.00 %
301-00-337-33711-000000	MIAMI DADE COUNTY WATER AND ...	0.00	100,000.00	0.00	0.00	-100,000.00	100.00 %
301-00-366-36601-000000	DONATIONS & CONTRIBUTIONS	0.00	350,000.00	0.00	0.00	-350,000.00	100.00 %
301-00-384-38402-000000	LOAN PROCEEDS	0.00	3,552,663.00	0.00	0.00	-3,552,663.00	100.00 %
301-00-384-38406-000000	GENERAL OBLIGATION BOND (GOB)	0.00	17,200,000.00	0.00	0.00	-17,200,000.00	100.00 %
	Department: 00 - Undesignated Total:	**0.00**	**42,589,235.00**	**0.00**	**1,411,478.85**	**-41,177,756.15**	**96.69%**
Department: 01 - CARRYOVER							
301-01-370-37005-000000	CARRYOVER	0.00	7,060,637.00	0.00	0.00	-7,060,637.00	100.00 %
	Department: 01 - CARRYOVER Total:	**0.00**	**7,060,637.00**	**0.00**	**0.00**	**-7,060,637.00**	**100.00%**
Department: 81 - TRANSFERS							
301-81-381-38101-000000	TRANSFER FROM GENERAL FUND ...	0.00	4,543,500.00	0.00	4,543,500.00	0.00	0.00 %
301-81-381-38102-000000	TRANSFER FROM TRANSPORTATION..	0.00	250,000.00	0.00	250,000.00	0.00	0.00 %
301-81-381-38103-000000	TRANSFER FROM STORMWATER	0.00	2,077,500.00	0.00	4,582,099.00	2,504,599.00	220.56 %
301-81-381-38106-000000	TRANSFER FROM BUILDING FUND	0.00	125,000.00	0.00	125,000.00	0.00	0.00 %
	Department: 81 - TRANSFERS Total:	**0.00**	**6,996,000.00**	**0.00**	**9,500,599.00**	**2,504,599.00**	**35.80%**
	Revenue Total:	**0.00**	**56,645,872.00**	**0.00**	**10,912,077.85**	**-45,733,794.15**	**80.74%**
Expense							
Department: 21 - LAW ENFORCEMENT							
301-21-521-64012-000000	PUBLIC SAFETY VEHICLES	0.00	358,506.00	0.00	357,372.00	1,134.00	0.32 %
301-21-521-64014-000000	VILLAGE WIDE SECURITY AND SURV...	0.00	90,000.00	0.00	50,645.22	39,354.78	43.73 %
	Department: 21 - LAW ENFORCEMENT Total:	**0.00**	**448,506.00**	**0.00**	**408,017.22**	**40,488.78**	**9.03%**
Department: 22 - FIRE CONTROL							
301-22-522-63063-000000	RENOVATE WOMEN RESTROOM FI...	0.00	121,490.00	0.00	68,378.79	53,111.21	43.72 %
301-22-522-63080-000000	REPLACE FIRE CARDIAC MONITORS	0.00	117,672.32	0.00	102,970.88	14,701.44	12.49 %
301-22-522-63081-000000	REPLACE HVAC's	0.00	250,000.00	0.00	0.00	250,000.00	100.00 %
301-22-522-64012-000000	FIRE VEHICLES	0.00	1,350,000.00	0.00	0.00	1,350,000.00	100.00 %
301-22-522-64028-000000	FIRE RESCUE TRUCK	0.00	480,327.68	0.00	484,603.49	-4,275.81	-0.89 %
	Department: 22 - FIRE CONTROL Total:	**0.00**	**2,319,490.00**	**0.00**	**655,953.16**	**1,663,536.84**	**71.72%**
Department: 24 - BUILDING							
301-24-524-63071-000000	RENOVATE BUILDING DPT CUST SE...	0.00	465,506.00	0.00	50,936.65	414,569.35	89.06 %
	Department: 24 - BUILDING Total:	**0.00**	**465,506.00**	**0.00**	**50,936.65**	**414,569.35**	**89.06%**
Department: 38 - STORM WATER							
301-38-538-63077-000000	IMPROVE GARDEN DISTRICT DRAIN...	0.00	5,951,902.00	0.00	251,818.60	5,700,083.40	95.77 %
	Department: 38 - STORM WATER Total:	**0.00**	**5,951,902.00**	**0.00**	**251,818.60**	**5,700,083.40**	**95.77%**
Department: 41 - TRANSPORTATION							
301-41-541-31051-000000	PROGRAM MANAGEMENT FOR RES...	0.00	1,215,000.00	0.00	896,676.23	318,323.77	26.20 %
301-41-541-31052-000000	CONDUCT USACE BACK BAY AND B...	0.00	987,500.00	0.00	200,000.00	787,500.00	79.75 %
301-41-541-31055-000000	RIAP ZONE 1 AD-HOC COMMITTEE ...	0.00	289,000.00	0.00	0.00	289,000.00	100.00 %
301-41-541-63036-000000	DESIGN ZONE 1 (K-8) RESILIENT INF...	0.00	5,605,423.00	0.00	2,503,218.48	3,102,204.52	55.34 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
301-41-541-63073-000000	DESIGN OFF-SHORE HYBRID REEF	0.00	1,000,000.00	0.00	0.00	1,000,000.00	100.00 %
301-41-541-63093-000000	INSTALL SPLASHPAD SAFETY SURFA...	0.00	34,870.00	0.00	34,870.00	0.00	0.00 %
301-41-541-63094-000000	INSTALL ELECTRIC OUTLETS ALONG ...	0.00	200,000.00	0.00	0.00	200,000.00	100.00 %
301-41-541-63095-000000	IMPROVE STREETLIGHT COVERAGE	0.00	481,000.00	0.00	0.00	481,000.00	100.00 %
301-41-541-63096-000000	REHAB MONACO FOUNTAIN PLAZA	0.00	275,000.00	0.00	0.00	275,000.00	100.00 %
301-41-541-63097-000000	REPAVE ROADWAY VILLAGE-WIDE	0.00	550,000.00	0.00	0.00	550,000.00	100.00 %
301-41-541-63098-000000	REPAVE HARBOR DRIVE	0.00	2,805,000.00	0.00	63,995.00	2,741,005.00	97.72 %
301-41-541-63099-000000	CONSTRUCT ZONE 1- RESILIENT INF...	0.00	13,500,000.00	0.00	0.00	13,500,000.00	100.00 %
301-41-541-63100-000000	UNDERGROUNG UTILITIES	0.00	15,000,000.00	0.00	4,462.00	14,995,538.00	99.97 %
301-41-541-64016-000000	INSTALL STORMWATER PUMP STAT...	0.00	435,941.00	0.00	55,388.68	380,552.32	87.29 %
Department: 41 - TRANSPORTATION Total:		**0.00**	**42,378,734.00**	**0.00**	**3,758,610.39**	**38,620,123.61**	**91.13%**
Department: 44 - PUBLIC WORKS / TRANSIT							
301-44-544-63013-000000	TRAFFIC CALMING DEVICES	0.00	550,000.00	0.00	0.00	550,000.00	100.00 %
Department: 44 - PUBLIC WORKS / TRANSIT Total:		**0.00**	**550,000.00**	**0.00**	**0.00**	**550,000.00**	**100.00%**
Department: 72 - PARKS AND RECREATION							
301-72-572-63021-000000	IMPROVE BEACH PARK	0.00	1,049,621.00	0.00	60,029.83	989,591.17	94.28 %
301-72-572-63056-000000	IMPROVE KB K-8 ATHLETIC FIELD	0.00	135,379.00	0.00	126,827.28	8,551.72	6.32 %
301-72-572-63058-000000	IMPROVE PUBLIC ARTWORK	0.00	143,141.00	0.00	65,644.00	77,497.00	54.14 %
301-72-572-63091-000000	RENOVATE DOG PARK	0.00	75,000.00	0.00	0.00	75,000.00	100.00 %
301-72-572-64020-000000	REPLACE PLAYGROUND EQUIPMENT..	0.00	200,000.00	0.00	174,771.34	25,228.66	12.61 %
Department: 72 - PARKS AND RECREATION Total:		**0.00**	**1,603,141.00**	**0.00**	**427,272.45**	**1,175,868.55**	**73.35%**
Department: 73 - CULTURAL SERVICES							
301-73-573-63030-000000	COMMUNITY CENTER ROOF REPLA...	0.00	645,000.00	0.00	0.00	645,000.00	100.00 %
301-73-573-63079-000000	COUNCIL CHAMBERS FOR COMMU...	0.00	236,400.00	0.00	141,937.77	94,462.23	39.96 %
301-73-573-63092-000000	PAINT COMMUNITY CENTER GARA...	0.00	11,693.00	0.00	0.00	11,693.00	100.00 %
301-73-573-64024-000000	COMMUNITY CENTER FITNESS EQU...	0.00	200,000.00	0.00	0.00	200,000.00	100.00 %
Department: 73 - CULTURAL SERVICES Total:		**0.00**	**1,093,093.00**	**0.00**	**141,937.77**	**951,155.23**	**87.02%**
Department: 75 - ATHLETIC							
301-75-575-63078-000000	INSTALL TURF ON ST AGNES ATHLE...	0.00	1,835,500.00	0.00	1,075,402.60	760,097.40	41.41 %
Department: 75 - ATHLETIC Total:		**0.00**	**1,835,500.00**	**0.00**	**1,075,402.60**	**760,097.40**	**41.41%**
Expense Total:		**0.00**	**56,645,872.00**	**0.00**	**6,769,948.84**	**49,875,923.16**	**88.05%**
Fund: 301 - Capital Improvement Plan Fund Surplus (Deficit):		**0.00**	**0.00**	**0.00**	**4,142,129.01**	**4,142,129.01**	**0.00%**
Fund: 401 - Stormwater							
Revenue							
Department: 38 - STORM WATER							
401-38-344-34401-000000	STORM WATER FEES	2,104,240.00	2,104,240.00	0.00	2,076,997.26	-27,242.74	1.29 %
401-38-361-36101-000000	INTEREST INCOME	167,365.00	167,365.00	0.00	8,007.07	-159,357.93	95.22 %
Department: 38 - STORM WATER Total:		**2,271,605.00**	**2,271,605.00**	**0.00**	**2,085,004.33**	**-186,600.67**	**8.21%**
Revenue Total:		**2,271,605.00**	**2,271,605.00**	**0.00**	**2,085,004.33**	**-186,600.67**	**8.21%**
Expense							
Department: 38 - STORM WATER							
401-38-538-12000-000000	SALARY ALLOCATION	304,000.00	304,000.00	0.00	109,743.00	194,257.00	63.90 %
401-38-538-31001-000000	PROFESSIONAL SERVICES	35,000.00	35,000.00	0.00	0.00	35,000.00	100.00 %
401-38-538-34008-000000	OPERATIONS & MAINTENANCE	478,800.00	478,800.00	0.00	475,687.40	3,112.60	0.65 %
401-38-538-34009-000000	ADMINSTRATIVE EXPENSES	20,000.00	20,000.00	0.00	10,509.86	9,490.14	47.45 %
401-38-538-46012-000000	STRUCTURAL IMPROVEMENTS	175,000.00	175,000.00	0.00	52,873.00	122,127.00	69.79 %
401-38-538-72010-000000	INTEREST-2016 UTILITY REFUNDING...	62,396.00	62,396.00	0.00	31,198.03	31,197.97	50.00 %
Department: 38 - STORM WATER Total:		**1,075,196.00**	**1,075,196.00**	**0.00**	**680,011.29**	**395,184.71**	**36.75%**
Department: 81 - TRANSFERS							
401-81-581-58102-000000	TRANSFER TO CIP	2,077,500.00	2,077,500.00	0.00	4,582,099.00	-2,504,599.00	-120.56 %
Department: 81 - TRANSFERS Total:		**2,077,500.00**	**2,077,500.00**	**0.00**	**4,582,099.00**	**-2,504,599.00**	**-120.56%**
Expense Total:		**3,152,696.00**	**3,152,696.00**	**0.00**	**5,262,110.29**	**-2,109,414.29**	**-66.91%**
Fund: 401 - Stormwater Surplus (Deficit):		**-881,091.00**	**-881,091.00**	**0.00**	**-3,177,105.96**	**-2,296,014.96**	**-260.59%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 402 - Solid Waste							
Revenue							
Department: 34 - SOLID WASTE							
402-34-343-34301-000000	SOLID WASTE FEES	1,043,371.00	1,043,371.00	0.00	1,121,461.76	78,090.76	107.48 %
402-34-349-34907-000000	OTHER REVENUE	98,412.00	98,412.00	0.00	0.00	-98,412.00	100.00 %
402-34-361-36101-000000	INTEREST INCOME	28,760.00	28,760.00	0.00	4,593.88	-24,166.12	84.03 %
	Department: 34 - SOLID WASTE Total:	**1,170,543.00**	**1,170,543.00**	**0.00**	**1,126,055.64**	**-44,487.36**	**3.80%**
	Revenue Total:	**1,170,543.00**	**1,170,543.00**	**0.00**	**1,126,055.64**	**-44,487.36**	**3.80%**
Expense							
Department: 34 - SOLID WASTE							
402-34-534-12000-000000	SALARY ALLOCATION	80,000.00	80,000.00	0.00	26,934.00	53,066.00	66.33 %
402-34-534-34002-000000	CONTRACTUAL SERVICES	920,400.00	920,400.00	0.00	920,000.64	399.36	0.04 %
402-34-534-49001-000000	CREDIT CARD FEES	1,500.00	1,500.00	0.00	829.91	670.09	44.67 %
402-34-534-49027-000000	SOLID WASTE REFUNDS	0.00	0.00	0.00	838.00	-838.00	0.00 %
	Department: 34 - SOLID WASTE Total:	**1,001,900.00**	**1,001,900.00**	**0.00**	**948,602.55**	**53,297.45**	**5.32%**
	Expense Total:	**1,001,900.00**	**1,001,900.00**	**0.00**	**948,602.55**	**53,297.45**	**5.32%**
	Fund: 402 - Solid Waste Surplus (Deficit):	**168,643.00**	**168,643.00**	**0.00**	**177,453.09**	**8,810.09**	**-5.22%**
Fund: 900 - Governmental Asset Fund							
Revenue							
Department: 00 - Undesignated							
900-00-364-36400-000000	DISPOSITION OF FIXED ASSETS	0.00	0.00	0.00	25,844.38	25,844.38	0.00 %
	Department: 00 - Undesignated Total:	**0.00**	**0.00**	**0.00**	**25,844.38**	**25,844.38**	**0.00%**
	Revenue Total:	**0.00**	**0.00**	**0.00**	**25,844.38**	**25,844.38**	**0.00%**
	Fund: 900 - Governmental Asset Fund Total:	**0.00**	**0.00**	**0.00**	**25,844.38**	**25,844.38**	**0.00%**
	Report Surplus (Deficit):	**-418,955.00**	**-418,955.00**	**0.00**	**3,468,758.83**	**3,887,713.83**	**927.95%**

Group Summary

Departmen…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 001 - General Fund						
Revenue						
00 - Undesignated	39,441,366.00	39,441,366.00	0.00	40,824,039.15	1,382,673.15	3.51%
01 - CARRYOVER	0.00	2,315,500.00	0.00	0.00	-2,315,500.00	100.00%
12 - CLERK	2,000.00	2,000.00	0.00	10,850.00	8,850.00	442.50%
15 - PLANNING	145,000.00	145,000.00	0.00	234,592.60	89,592.60	61.79%
21 - LAW ENFORCEMENT	345,941.00	345,941.00	0.00	94,749.37	-251,191.63	72.61%
22 - FIRE CONTROL	741,768.00	741,768.00	0.00	245,679.14	-496,088.86	66.88%
41 - TRANSPORTATION	7,000.00	7,000.00	0.00	7,198.23	198.23	2.83%
73 - CULTURAL SERVICES	2,352,000.00	2,352,000.00	0.00	2,678,819.37	326,819.37	13.90%
75 - ATHLETIC	365,000.00	365,000.00	0.00	525,738.26	160,738.26	44.04%
Revenue Total:	**43,400,075.00**	**45,715,575.00**	**0.00**	**44,621,666.12**	**-1,093,908.88**	**2.39%**
Expense						
00 - Undesignated	311,061.00	311,061.00	0.00	309,914.25	1,146.75	0.37%
11 - COUNCIL	63,500.00	63,500.00	0.00	60,730.50	2,769.50	4.36%
12 - CLERK	582,438.00	582,438.00	0.00	545,512.35	36,925.65	6.34%
13 - ADMINISTRATIVE	3,499,555.00	3,499,555.00	0.00	3,178,269.56	321,285.44	9.18%
14 - LEGAL	648,000.00	648,000.00	0.00	608,688.83	39,311.17	6.07%
15 - PLANNING	567,941.00	567,941.00	0.00	537,721.02	30,219.98	5.32%
17 - DEBT	1,071,642.00	1,071,642.00	0.00	1,032,320.88	39,321.12	3.67%
21 - LAW ENFORCEMENT	10,794,263.00	10,794,263.00	0.00	9,741,292.14	1,052,970.86	9.75%
22 - FIRE CONTROL	10,306,908.00	10,306,908.00	0.00	9,142,016.59	1,164,891.41	11.30%
41 - TRANSPORTATION	6,216,581.00	6,216,581.00	0.00	5,431,748.50	784,832.50	12.62%
72 - PARKS AND RECREATION	2,272,505.00	2,272,505.00	0.00	2,162,230.56	110,274.44	4.85%
73 - CULTURAL SERVICES	3,660,304.00	3,660,304.00	0.00	3,517,932.76	142,371.24	3.89%
75 - ATHLETIC	1,177,377.00	1,177,377.00	0.00	916,923.64	260,453.36	22.12%
81 - TRANSFERS	2,228,000.00	4,543,500.00	0.00	4,543,500.00	0.00	0.00%
90 - EMERGENCY	0.00	0.00	0.00	2,761.16	-2,761.16	0.00%
Expense Total:	**43,400,075.00**	**45,715,575.00**	**0.00**	**41,731,562.74**	**3,984,012.26**	**8.71%**
Fund: 001 - General Fund Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**2,890,103.38**	**2,890,103.38**	**0.00%**
Fund: 101 - Transportation						
Revenue						
00 - Undesignated	82,997.00	82,997.00	0.00	0.00	-82,997.00	100.00%
41 - TRANSPORTATION	1,146,000.00	1,146,000.00	0.00	753,954.01	-392,045.99	34.21%
Revenue Total:	**1,228,997.00**	**1,228,997.00**	**0.00**	**753,954.01**	**-475,042.99**	**38.65%**
Expense						
17 - DEBT	240,785.00	240,785.00	0.00	179,153.78	61,631.22	25.60%
41 - TRANSPORTATION	962,500.00	962,500.00	0.00	939,726.40	22,773.60	2.37%
81 - TRANSFERS	250,000.00	250,000.00	0.00	250,000.00	0.00	0.00%
Expense Total:	**1,453,285.00**	**1,453,285.00**	**0.00**	**1,368,880.18**	**84,404.82**	**5.81%**
Fund: 101 - Transportation Surplus (Deficit):	**-224,288.00**	**-224,288.00**	**0.00**	**-614,926.17**	**-390,638.17**	**-174.17%**
Fund: 102 - Parks and Open Spaces Land Trust						
Revenue						
72 - PARKS AND RECREATION	478,372.00	478,372.00	0.00	309,914.25	-168,457.75	35.21%
Revenue Total:	**478,372.00**	**478,372.00**	**0.00**	**309,914.25**	**-168,457.75**	**35.21%**
Fund: 102 - Parks and Open Spaces Land Trust Total:	**478,372.00**	**478,372.00**	**0.00**	**309,914.25**	**-168,457.75**	**35.21%**
Fund: 103 - Building Fund						
Revenue						
24 - BUILDING	2,551,130.00	2,551,130.00	0.00	1,895,296.28	-655,833.72	25.71%
Revenue Total:	**2,551,130.00**	**2,551,130.00**	**0.00**	**1,895,296.28**	**-655,833.72**	**25.71%**
Expense						
24 - BUILDING	2,386,721.00	2,386,721.00	0.00	2,054,949.43	331,771.57	13.90%

Departmen…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
81 - TRANSFERS	125,000.00	125,000.00	0.00	125,000.00	0.00	0.00%
Expense Total:	**2,511,721.00**	**2,511,721.00**	**0.00**	**2,179,949.43**	**331,771.57**	**13.21%**
Fund: 103 - Building Fund Surplus (Deficit):	**39,409.00**	**39,409.00**	**0.00**	**-284,653.15**	**-324,062.15**	**822.30%**
Fund: 301 - Capital Improvement Plan Fund						
Revenue						
00 - Undesignated	0.00	42,589,235.00	0.00	1,411,478.85	-41,177,756.15	96.69%
01 - CARRYOVER	0.00	7,060,637.00	0.00	0.00	-7,060,637.00	100.00%
81 - TRANSFERS	0.00	6,996,000.00	0.00	9,500,599.00	2,504,599.00	35.80%
Revenue Total:	**0.00**	**56,645,872.00**	**0.00**	**10,912,077.85**	**-45,733,794.15**	**80.74%**
Expense						
21 - LAW ENFORCEMENT	0.00	448,506.00	0.00	408,017.22	40,488.78	9.03%
22 - FIRE CONTROL	0.00	2,319,490.00	0.00	655,953.16	1,663,536.84	71.72%
24 - BUILDING	0.00	465,506.00	0.00	50,936.65	414,569.35	89.06%
38 - STORM WATER	0.00	5,951,902.00	0.00	251,818.60	5,700,083.40	95.77%
41 - TRANSPORTATION	0.00	42,378,734.00	0.00	3,758,610.39	38,620,123.61	91.13%
44 - PUBLIC WORKS / TRANSIT	0.00	550,000.00	0.00	0.00	550,000.00	100.00%
72 - PARKS AND RECREATION	0.00	1,603,141.00	0.00	427,272.45	1,175,868.55	73.35%
73 - CULTURAL SERVICES	0.00	1,093,093.00	0.00	141,937.77	951,155.23	87.02%
75 - ATHLETIC	0.00	1,835,500.00	0.00	1,075,402.60	760,097.40	41.41%
Expense Total:	**0.00**	**56,645,872.00**	**0.00**	**6,769,948.84**	**49,875,923.16**	**88.05%**
Fund: 301 - Capital Improvement Plan Fund Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**4,142,129.01**	**4,142,129.01**	**0.00%**
Fund: 401 - Stormwater						
Revenue						
38 - STORM WATER	2,271,605.00	2,271,605.00	0.00	2,085,004.33	-186,600.67	8.21%
Revenue Total:	**2,271,605.00**	**2,271,605.00**	**0.00**	**2,085,004.33**	**-186,600.67**	**8.21%**
Expense						
38 - STORM WATER	1,075,196.00	1,075,196.00	0.00	680,011.29	395,184.71	36.75%
81 - TRANSFERS	2,077,500.00	2,077,500.00	0.00	4,582,099.00	-2,504,599.00	-120.56%
Expense Total:	**3,152,696.00**	**3,152,696.00**	**0.00**	**5,262,110.29**	**-2,109,414.29**	**-66.91%**
Fund: 401 - Stormwater Surplus (Deficit):	**-881,091.00**	**-881,091.00**	**0.00**	**-3,177,105.96**	**-2,296,014.96**	**-260.59%**
Fund: 402 - Solid Waste						
Revenue						
34 - SOLID WASTE	1,170,543.00	1,170,543.00	0.00	1,126,055.64	-44,487.36	3.80%
Revenue Total:	**1,170,543.00**	**1,170,543.00**	**0.00**	**1,126,055.64**	**-44,487.36**	**3.80%**
Expense						
34 - SOLID WASTE	1,001,900.00	1,001,900.00	0.00	948,602.55	53,297.45	5.32%
Expense Total:	**1,001,900.00**	**1,001,900.00**	**0.00**	**948,602.55**	**53,297.45**	**5.32%**
Fund: 402 - Solid Waste Surplus (Deficit):	**168,643.00**	**168,643.00**	**0.00**	**177,453.09**	**8,810.09**	**-5.22%**
Fund: 900 - Governmental Asset Fund						
Revenue						
00 - Undesignated	0.00	0.00	0.00	25,844.38	25,844.38	0.00%
Revenue Total:	**0.00**	**0.00**	**0.00**	**25,844.38**	**25,844.38**	**0.00%**
Fund: 900 - Governmental Asset Fund Total:	**0.00**	**0.00**	**0.00**	**25,844.38**	**25,844.38**	**0.00%**
Report Surplus (Deficit):	**-418,955.00**	**-418,955.00**	**0.00**	**3,468,758.83**	**3,887,713.83**	**927.95%**

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - General Fund	0.00	0.00	0.00	2,890,103.38	2,890,103.38
101 - Transportation	-224,288.00	-224,288.00	0.00	-614,926.17	-390,638.17
102 - Parks and Open Spaces Land	478,372.00	478,372.00	0.00	309,914.25	-168,457.75
103 - Building Fund	39,409.00	39,409.00	0.00	-284,653.15	-324,062.15
301 - Capital Improvement Plan Fu	0.00	0.00	0.00	4,142,129.01	4,142,129.01
401 - Stormwater	-881,091.00	-881,091.00	0.00	-3,177,105.96	-2,296,014.96
402 - Solid Waste	168,643.00	168,643.00	0.00	177,453.09	8,810.09
900 - Governmental Asset Fund	0.00	0.00	0.00	25,844.38	25,844.38
Report Surplus (Deficit):	**-418,955.00**	**-418,955.00**	**0.00**	**3,468,758.83**	**3,887,713.83**

VILLAGE OF KEY BISCAYNE

Village Council
Joe I. Rasco, Mayor
Oscar Sardinas, Vice Mayor
Michael F. Bracken
Franklin H. Caplan
Edward London
Nancy Stoner
Fernando A. Vazquez



REGULAR COUNCIL MEETING

TUESDAY, JANUARY 2026
6:30 PM

1. CALL TO ORDER/ROLL CALL OF MEMBERS

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

4. BRIEF COMMENTS BY COUNCIL

5. PUBLIC COMMENTS:
If you would like to speak during public comments, please fill out a blue request form available at the Council Chamber entrance and submit it to the Village Clerk prior to the start of the meeting. When your name is called, please come forward to the podium and state your name and address. (If applicable, please state if you are a hired consultant or Village employee and/or engaged in lobbying activities and/or representing an organization.) Unless otherwise provided by Council, members of the public will have three (3) minutes to speak.

6. AGENDA:
APPROVAL/DEFERRALS/ADDITIONS/DELETIONS/SUBSTITUTIONS/WITHDRAWALS

7. SPECIAL PRESENTATIONS:

8. CONSENT AGENDA:
(Consent agenda items are those which are routine, do not require discussion or explanation prior to Village Council action, or have already been discussed and/or explained and do not require

further discussion or explanation. Items can be removed from the consent agenda by the request on an individual Councilmember for independent consideration provided such request is made during the approval/deferrals/additions/deletions/substitutions/withdrawals segment of the meeting, prior to the vote on the consent agenda.)

8.A. FIRE - AIR PACKS PURCHASE (FIRE RESCUE CHIEF JOSEPH FERNANDEZ)

8.B.
A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **APPROVING AN AGREEMENT WITH BDIS SOFTWARE SOLUTIONS, INC. FOR STRUCTURAL REVIEW SERVICES IN AN AMOUNT NOT TO EXCEED $63,935 ANNUALLY; PROVIDING FOR AUTHORIZATION;** AND PROVIDING FOR AN EFFECTIVE DATE. (BUILDING, ZONING, AND PLANNING DEPARTMENT DIRECTOR JEREMY CALLEROS GAUGER)

8.C. VILLAGE GREEN USE AGREEMENT (PARKS, RECREATION AND OPEN SPACES DIRECTOR TODD HOFFERBERTH AND BUILDING, ZONING, AND PLANNING DIRECTOR JEREMY CALLEROS GAUGER)

9. ORDINANCES: (NOT LATER THAN 8:00 P.M.)

9.A. AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING SECTION 30-104 "INSTITUTIONAL DISTRICT," OF THE VILLAGE CODE OF ORDINANCES, TO PROVIDE DEVELOPMENT REGULATIONS FOR PROPERTIES THAT ARE 10,000 SQUARE FEET OR LESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.(COUNCILMEMBER STONER)
SECOND READING
PUBLIC HEARING REQUIRED

9.B. AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, REZONING THE PROPERTY LOCATED AT 101 HARBOR DRIVE (PROPERTY FOLIO NO. 24-4232-006-0230) FROM THE VILLAGE RESIDENTIAL (VR) DISTRICT TO THE INSTITUTIONAL (I) DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.
(COUNCILMEMBER STONER)
SECOND READING
PUBLIC HEARING REQUIRED

10. RESOLUTIONS:

10.A. A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH KB SOCCER, INC., PROVIDING

FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE. (PARKS, RECREATION AND OPEN SPACES DIRECTOR TODD HOFFERBERTH)

10.B. ROAD PAVING WORK ORDER (PUBLIC WORKS DIRECTOR CHRISTOPHER MIRANDA)

10.C. TRAFFIC CALMING WORK ORDER (PUBLIC WORKS DIRECTOR CHRIS MIRANDA)

10.D.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **AUTHORIZING THE VILLAGE MANAGER TO ISSUE A WORK ORDER TO BCC ENGINEERING, LLC FOR PROFESSIONAL ENGINEERING SERVICES RELATING TO THE STREETLIGHTING CONVERSION AND TRANSFER PROJECT IN AN AMOUNT NOT TO EXCEED $360,074.30;** AND PROVIDING FOR AN EFFECTIVE DATE. (PUBLIC WORKS DIRECTOR CHRIS MIRANDA)

10.E. AUTHORIZE FUNDS FOR CIVIC CENTER PLAZA DESIGN (BUILDING, ZONING, AND PLANNING DIRECTOR JEREMY CALLEROS GAUGER)

10.F. INSTALL FACILITY SECURITY SYSTEMS AT COMMUNITY CENTER (MIS MANAGER ALEX GONZALEZ AND PARKS, RECREATION, AND OPEN SPACES DIRECTOR TODD HOFFERBERTH)

10.G. REGULATORY VARIANCE FOR 22 HARBOR POINT RELATING TO DOCK LENGTH (BUILDING, ZONING, AND PLANNING DIRECTOR JEREMY CALLEROS GAUGER)

11. REPORTS AND RECOMMENDATIONS:

A. VILLAGE MANAGER: (NOT LATER THAN 8:00 P.M.)

MANAGER'S REPORT

MODIFICATION OF BEACH PARK COVENANT TO ALLOW PUMP STATION (CIP AND GRANTS MANAGER COLLEEN DURFEE)

COUNCIL FOCUS 10 STATUS REPORT (VILLAGE MANAGER)

B. MAYOR AND COUNCILMEMBERS

C. VILLAGE ATTORNEY

D. VILLAGE CLERK

12. OTHER BUSINESS/GENERAL DISCUSSION

13. SCHEDULE OF FUTURE MEETINGS/EVENTS:

14. ADJOURNMENT

I. ANY PERSON WISHING TO ADDRESS THE VILLAGE COUNCIL ON AN ITEM ON THIS AGENDA IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. PRIOR TO MAKING A STATEMENT, PLEASE STATE YOUR NAME AND ADDRESS FOR THE RECORD.

II. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS WHO ARE DISABLED AND WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS PROCEEDING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK, 88 WEST MCINTYRE STREET, KEY BISCAYNE, FLORIDA 33149, TELEPHONE NUMBER (305) 365-5506, NOT LATER THAN TWO BUSINESS DAYS PRIOR TO SUCH PROCEEDINGS.

III. IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE VILLAGE COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT A MEETING OR HEARING, THAT PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND, FOR SUCH PURPOSE, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED (F.S.286.0105).

IV. IN ACCORDANCE WITH VILLAGE CODE SECTION 2-161, ADOPTING SECTION 2-11.1(s) OF THE MIAMI-DADE COUNTY CODE, ANY PERSON ENGAGING IN LOBBYING ACTIVITIES, AS DEFINED THEREIN, MUST REGISTER AT THE VILLAGE CLERK'S OFFICE BEFORE ADDRESSING THE COUNCIL ON THE ABOVE MATTERS OR ENGAGING IN LOBBYING ACTIVITIES.

THE ABOVE MEETINGS ARE HELD IN THE COUNCIL CHAMBER, 560 CRANDON BOULEVARD AND ARE SUBJECT TO CHANGE. ZONING MEETINGS AND SPECIAL COUNCIL MEETINGS WILL BE SCHEDULED ON AN AS NEEDED BASIS. PLEASE VISIT www.keybiscayne.fl.gov TO VIEW THE MEETING SCHEDULE.

Proposed

Village of Key Biscayne
2026 Village Council Meeting Schedule
6:30 P.M.

1.) January 13, 2026

2.) February 10, 2026

3.) March 10, 2026

4.) April 14, 2026

5.) May 12, 2026

6.) June 9, 2026

7.) June 30, 2026
Budget Workshop

8.) August 18, 2026

9.) September 8, 2026
1st Budget Hearing &
Regular Council Meeting

10.) September 22, 2026
2nd Budget Hearing

11.) October 13, 2026

12.) November 10, 2026

13.) December 15, 2026

Notes: * September Budget Hearings are subject to change due to Miami-Dade County School Board and Miami-Dade County Commissioners Meeting Schedules.

THE STATE OF THE VILLAGE ADDRESS IS TENTATIVELY SCHEDULED FOR JANUARY 28, 2026 AND THE COUNCIL STRATEGY SESSION IS SCHEDULED FOR MAY 8, 2026.

THE COUNCIL MEETINGS ARE HELD IN THE VILLAGE COUNCIL CHAMBER LOCATED AT 560 CRANDON BOULEVARD AND ARE SUBJECT TO CHANGE.

PLEASE VISIT WWW.KEYBISCAYNE.FL.GOV TO VIEW THE CONFIRMED MEETING SCHEDULE DATES/TIMES. TO SUBSCRIBE TO OUR MAILING LIST AND RECEIVE MEETING AGENDAS BY EMAIL, PLEASE CONTACT THE OFFICE OF THE VILLAGE CLERK AT 305-365-5506.