



# **TOWN OF MELBOURNE BEACH**

## **SPECIAL TOWN COMMISSION MEETING**

**February 26, 2026**

**AGENDA PACKET**

**Town of Melbourne Beach**  
**SPECIAL TOWN COMMISSION MEETING**  
**Thursday, February 26, 2026 at 6:00 p.m.**  
**COMMUNITY CENTER – 509 OCEAN AVENUE**

**PUBLIC NOTICE**  
**AGENDA**

**Commission Members:**

Mayor Alison Dennington  
 Vice Mayor Terry Cronin  
 Commissioner Anna Butler  
 Commissioner Tim Reed  
 Commissioner Sherri Quarrie

**Staff Members:**

Town Manager A. Marie Smith  
 Town Attorney Ryan Knight  
 Town Clerk Amber Brown

**1. Call to Order**

**2. Roll Call**

**3. Pledge of Allegiance, Moment of Silence, and Civility Pledge**

The Commission and Staff of The Town of Melbourne Beach pledge to conduct all public discourse in a civil manner. The Mayor and all members of the Commission will treat one another with courtesy and respect, and ask the public to do the same toward the Commission, each other, and toward staff. We will be respectful of one another even when we disagree. We will direct all comments toward the issues. We will avoid personal attacks.

**4. Public Comment**

After being acknowledged by the Mayor, members of the public should state their name and address for the record. The Commission encourages citizens to prepare their comments in advance. Each individual will have three (3) minutes to address the Commission on any topic(s) related to Town business, not on the Agenda. Please remember to sign the sign-in sheet provided if you will be speaking at the meeting.

**5. New Business**

- A. Consideration of the Police Department purchases using funds from the 287(g) Federal Stipend Program – Police Chief Tim Zander

**6. Adjournment**

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, THE TOWN HEREBY ADVISES THE PUBLIC THAT: In order to appeal any decision made at this meeting, you will need a verbatim transcript of the proceedings. It will be your responsibility to ensure such a record is made. Such person must provide a method for recording the proceedings verbatim as the Town does not do so. In accordance with the Americans with Disability Act and Section 286.26, Florida Statutes, persons needing special accommodations for this meeting shall, at least 5 days prior to the meeting, contact the Office of the Town Clerk at (321) 724-5860 or Florida Relay System at 711.

# Town Commission Meeting

**Section:** New Business

**Meeting Date:** February 26, 2026

**From:** Chief Tim Zander

**RE:** 287g Stipend Purchases

**Background Information:**

In December 2025, the Police Department was made aware of a Federal Stipend program made available by DHS/ICE. The Federal government was issuing stipends to requesting local law enforcement agencies who ICE has a written agreement with to assist in the apprehension, detention and transport of illegal immigrants in their jurisdictions. The stipends were as follows: A one-time stipend payment of \$100,000 to assist in purchasing police vehicles, and

A one-time stipend payment of \$7,500 per task force officer in our agency to be used for law enforcement equipment.

We had 9 task force credentialed officers. So, the request was for \$167,500. In February 2026, we were notified that the money was issued to us and it was deposited into our account. This was confirmed by the towns Finance Department. The stipend receipt that they emailed stated that the money has to be used for the agreements purpose. The agreement's purpose is to assist with the apprehension and detaining and transporting of illegal immigrants. The form to request the money stated that the \$100,000 has to be used for vehicles and the \$7,500 per task force officer has to be used on equipment.

They have since changed part of this to a quarterly request and now the local law enforcement agencies can request \$7,500 per task force officer for equipment and \$7,500 per task force officer for IT equipment each quarter. Which means every quarter I can request \$135,000 in stipends to be paid to our police department. The money is a first come first serve type program and when the money runs out each quarter, then no more would be awarded until the next quarter or until the federal government stops the program. I am prepared to submit my next request on Friday February 27, 2026. I would like to have the initial money spent before I put in another request.

Below are the items that I intend on purchasing with the Stipend that has already been paid to our Police Department.

**(2) Police Vehicles- \$100,000.** We will be purchasing 2 police vehicles as this is the only thing that this stipend can be spent on. I will not be getting rid of any older vehicles when purchasing these as this will give me the opportunity to now have a spare vehicle which we currently do not have. We will assess in the future the life of our vehicles for replacement.

**(10) Laptops- \$31,000.** Currently we have 5 laptops that our officers have to share. They currently can't store forms or other files as the computers are shared from officer to officer. We also have very little accountability over damage of the computers because they trade from officer to officer. The plan is to issue each officer their own laptop.

**Replace our outdated duty firearms- \$8,457.** We will trade in our current old firearms and purchase at a reduced rate 15 new Glocks with the RED DOT Sights. I tried to purchase these sights a year ago and learned that our current firearms are not equipped to attach the RED DOT sights on them. We contacted our firearm vendor and they are allowing us to trade in our current older firearms and give us a discount on the new ones and the Red Dot sights. This will ensure better accuracy in the event we have to utilize our firearm. We also will be changing the caliber going from a .40 caliber to a .9mm. This will reduce the cost for ammo in the future as well as .40 caliber ammo is more expensive than 9mm ammo.

**Replace (5) Assault Rifles- \$8,457.** We currently have 5 Assault Rifles. 3 of them were given to us from the US Air Force in the early 1980's and the other 2 are approximately 20 years old. We will purchase (5) brand new Assault Rifles with Red Dot Sights and flashlights updating our rifles. Like the hand gun trade in, the same vendor will be taking two of our rifles for a trade-in lowering the price of the rifles. The three from the military have to be returned to the military.

**(4) Radar Replacements- \$13,293.50.** We currently have 4 radars. Our radars are between 7 and 12 years old. They are unusable frequently as they break and need to be fixed due to their age. We will replace all 4 of our radars with brand new up to date radars allowing our officers to do their job more efficiently.

These are the larger items that will need approval. There are several smaller priced items that I will be purchasing as well as they are under the \$5,000 cap needed for approval. The goal of this police department is to spend every single dollar that has been issued in this stipend as part of the agreement.

**Recommendation:** It is my recommendation that the above stipend/money is approved to purchase the items needed for the police department.

**Attachments:** Service Agreement, ICE Stipends Request Sheet, ICE Form 347 outlining our stipend and highlighted on page 3 and 4 what it is to be used for.

287(g) SERVICE AGREEMENT  
 BETWEEN THE  
 UNITED STATES DEPARTMENT OF HOMELAND SECURITY  
 U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT  
 AND  
**(MELBOURNE BEACH POLICE DEPARTMENT)**

This Service Agreement (“**agreement**”) is entered into between United States (US) Department of Homeland Security (“**DHS**”), Immigration and Customs Enforcement (“**ICE**”), and **(MELBOURNE BEACH POLICE DEPARTMENT and SAM’S UNIQUE ENTITY IDENTIFIER (UEI)) (“service provider” or “contractor”)** for the purpose of receiving reimbursable costs incurred by the service provider in providing resources to joint operations (also referred to as “aliens” and “detainees”). The term “parties” is used in this agreement to refer jointly to ICE and the service provider.

Participating Law Enforcement Agencies will perform immigration enforcement actions on any case approved by Enforcement and Removal Operations (ERO) in advance of the enforcement action and/or any case specifically designated by ICE that was previously in Office of Refugee Resettlement (ORR) custody, subsequently released, and unaccounted for.

The agreement will remain in effect for a period not to exceed 36 months unless extended by bilateral modification or terminated in writing by either party. Either party may terminate this agreement by providing written notice of intention to terminate the agreement, a minimum of 60 calendar days in advance of the effective date of termination, or the parties may agree to a shorter period. If this agreement is terminated by either party under this article, ICE will be under no financial obligation for any allowable costs after the date of termination. The service provider will only be paid for services provided to ICE up to and including the day of termination.

The period of performance for this agreement will be specified on Optional Form 347 (OF347).

The following documents constitute the complete agreement and are hereby incorporated directly or by reference:

- A. Optional Form (OF) 347
- B. 287(g) Agreement (This document)

**Attachments**

- Attachment 1 – Title 29, Part 4 Labor Standards for Federal Service Contracts
- Attachment 2 – Wage Determination Number (to be specified on OF347)
- Attachment 3 – Combatting Trafficking in Persons
- Attachment 4 – ICE Privacy, Records Management, and Safeguarding of Sensitive Information
- Attachment 5 – 287(g) Electronic Payment Request for Stipends

**IN WITNESS WHEREOF**, the undersigned, duly authorized officers, have subscribed their names on behalf of the **(Melbourne Beach Police Department)** and the Department of Homeland Security, U.S. Immigration and Customs Enforcement. Only the service provider is authorized as a signatory for this agreement with full authority to sign and bind the service provider regarding this agreement. The authorized signatory must be a bona fide representative of the service provider (prime).

**ACCEPTED:**

U.S. Immigration and Customs Enforcement  
Contracting Officer (CO)

Signature: Brittany Tobias

Date: \_\_\_\_\_

Digitally signed by  
BRITTANY M TOBIAS  
Date: 2026.01.23  
15:11:02 -05'00'

**ACCEPTED:**

**(Melbourne Beach Police Department)**  
**(Tim Zander)**  
**(Chief of Police)**

Signature: 

Date: 12/17/25

### Definitions

- Service Provider Operational Team – ICE immigration enforcement activities under this agreement follow a Task Force Model (TFM) approach. For the service provider’s officers to qualify for any reimbursement in this agreement, the team will be reimbursed for any time spent conducting immigration enforcement activities. The enforcement action activities may be during the course of normal duties, or at the direction of ICE.
- Law Enforcement Agency (LEA) - Any agency with an active 287(g) Task Force Model (TFM) Memorandum of Agreement (MOA) signed by the Immigration and Customs Enforcement (ICE) director or designee.
- Task Force Officer (TFO) - Any officer, in good standing, employed by a LEA with an active TFM MOA who satisfactorily completed the required training and is in possession of valid TFM credentials (temporary or permanent).
- Immigration Enforcement Activities (IEA) - any immigration enforcement work conducted during the course of normal duties, and/or work in concert with local ICE/ERO officers.
- Unaccompanied Alien Children (UAC) - any case specifically designated by ICE that was previously in Office of Refugee Resettlement custody, subsequently released, and unaccounted for.
- TFM Participation Worksheet (TPW) - a paper or electronic document provided by the ERO Enforcement Division that collects information related to a LEO’s enforcement action under the TFM MOA.

### Article 1. Purpose

- A. Purpose: The purpose of this service agreement is to establish an agreement between ICE and the service provider for specific enforcement actions as directed by ICE under the authority of Section 287(g) of the Immigration and Nationality Act (INA), codified at 8 U.S.C. § 1357(g), as amended by the Homeland Security Act of 2002, Public Law 107-296. Participation in the ICE/ERO 287(g) Program for reimbursement of items listed in this agreement, apply to participation and operational enforcement in ICE Task Force Model (TFM) only.
- B. Responsibilities: This agreement sets forth the responsibilities of ICE and the service provider.
  - a. ICE
    - i. ERO shall provide the service provider with access to required Federal Law Enforcement Training Center (FLETC) e-course curriculum required for service provider candidates to become credentialed Task Force Model (TFM)/Task Force Officers (TFO) upon successful completion.

- ii. ERO shall provide service provider with the “287(g) Service Provider Monthly Report” template. This template must be completed by the service provider monthly to detail TFO payroll (salary and overtime), and benefits related to immigration enforcement activities performed on behalf of ICE. This template shall be e-mailed to the designated ICE/ERO POC(s) at [ERORPA-287g-TFM@ICE.dhs.gov](mailto:ERORPA-287g-TFM@ICE.dhs.gov) no later than the 10<sup>th</sup> day following the month in which services were performed. This process may be updated with further requirements or automations at a later date.
- iii. ERO designee shall verify and validate service provider salary, overtime, and benefits data incurred monthly by each operating team.
- iv. ERO designee shall verify and validate the service provider’s immigration enforcement activity accomplishments on a monthly basis, with disbursements to be paid quarterly
- v. The ERO 287(g) Program shall coordinate with ERO Field Offices on validated operational enforcement statistics using ERO systems of record and will confirm payment disbursements. Salary, overtime, and benefits payments will be disbursed monthly.

b. Service Provider

- i. The service provider shall provide all personnel, management, equipment, supplies, and services necessary for performance of all immigration enforcement activities addressed in this agreement. Immigration enforcement activities will comply with the Memorandum of Agreement (MOA) 287(g) Task Force Model between the service provider and ICE.
- ii. The service provider shall provide ERO with salary, overtime, and benefits package data for each TFO assigned to an operationalized team as indicated in Section B.a.ii. above.
- iii. The service provider shall attest to the truthfulness and accuracy of all salary, overtime, benefits, and operational information provided to ICE on the monthly invoice submission.
- iv. The service provider shall provide ERO with subjects of interest located from immigration enforcement activities and illegal alien disposition (arrest, transfer of custody to ICE, transfer of custody to CBP, or other)

The service provider shall provide ERO with hours spent performing ICE enforcement activities for adult and Unaccompanied Alien Children (UAC), for each credentialed TFO assigned to the apprehension.

- v. On all invoices, the service provider shall identify TFO participants by their ICE designated credential identification number (generated after completion of the ICE e-FLETC coursework).
- C. Rates: All rates are specified in the OF347. This is a fixed rate agreement, subject to the availability of funds.
- D. Order of Precedence: In instances where other policies conflict with ICE policy or standards, this agreement and/or the Memorandum of Agreement 287(g) Task Force Model between the provider and ICE will be the guiding document.

## **Article 2. Task Force Model Participation Verification**

### A. Points of Contact (POC)

The service provider shall provide a POC to the ERO field office with local operational control of the 287(g) program for participation notification purposes. The POC information shall include a name, title, office phone number, and official email address.

The ERO field office with local operational control of the 287(g) program shall provide a POC to the service provider for participation verification purposes. The local ERO office POC will provide the service provider POC with a name, title, office phone number, and official email address, or other electronic means of communication, for communicating and documenting participation activities.

### B. Process

Service providers will only be eligible for reimbursement for IEA and UAC cases. TFOs will record all enforcement actions on the approved TPW, on which they will specify whether the case is IEA or UAC. TFOs will provide the TPW to their LEA POC at the end of their shift.

The LEA POC will create a process to save and track all TFO TPWs.

The ERO POC will reconcile the list of TFO enforcement actions against events recorded in ICE systems of record. Any unmatched records will be reviewed by the ERO POC to identify a cause and resolution. If a case cannot be resolved because it is not in an ICE system of record, then the ERO POC will notify the service provider POC that the case has been rejected. If the service provider POC submits correct information and the case is located, then credit will be granted.

If the service provider has indicated they will participate in locating UACs within their jurisdiction, all work performed must be in accordance with the UAC Statement of Objectives and Performance Metrics, Responsibilities, and Incentives Overview. These two documents are available upon request and confirmation of participation in locating UACs within their jurisdiction. The two documents will be incorporated into the agreement once participation is verified.

Disputes of participation verification will be handled between the ERO field office and service provider management.

### **Article 3. Employment Screening Requirements**

General. The service provider shall certify to the Contracting Officer (CO) and CO Representative (COR) that any employees performing under this agreement, who have access to ICE detainees, will have successfully completed employment screening that includes at a minimum a criminal history records check, employment reference checks and a citizenship check.

Employment Eligibility. Each employee working on this contract shall successfully pass the DHS Employment Eligibility Verification (E-Verify) program operated by the United States Citizenship and Immigration Services (USCIS) to establish work authorization.

The E-Verify system is an Internet-based system operated by DHS USCIS, in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees.

Each employee working on this Agreement shall have a Social Security Card issued by the SSA. The service provider shall be responsible for acts and omissions of his own employees and for any subcontractor(s) and their employees.

Subject to existing law, regulations and/or other provisions of this contract, illegal or undocumented aliens shall not be employed by the service provider under this Agreement. The service provider shall ensure that this provision is expressly incorporated into any subcontracts or agreements issued in support of this Agreement.

Security Management. The service provider shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with OPR PSO through the COR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the service provider.

The COR and OPR shall have the right to inspect the procedures, methods, and facilities utilized by the service provider in complying with the security requirements under this contract. Should the COR determine that the service provider is not complying with the security requirements of this contract, the service provider will be informed in writing by the CO of the proper action to be taken to effect compliance with such requirements.

### **Article 4. Incident Reporting**

The COR shall be immediately notified in the event of all serious incidents. The COR will provide any additional contact information for outside working hours to the service provider at the time of the award.

## **Article 5. Administration**

- A. Commencement of Services: ICE is under no obligation to utilize the services identified herein until the need for services has been identified, and funding has been identified and made available.
- B. Funding: The obligation of ICE to make payments to the service provider is contingent upon the availability of Federal funds. ICE will not direct the performance of any other services until ICE has appropriate funding. Service agreements will be established when specific requirements have been identified and funding obligated. Performance under this agreement is not authorized until the CO issues a specific service agreement to the designated service provider in writing. In the event of a Federal lapse of funding, please consult with the CO.
- C. Consistent with Law: This agreement is permitted under applicable statutes, regulations, policies, and judicial mandates. Any provision of this agreement contrary to applicable statutes, regulation, policies, or judicial mandates is null and void and shall not necessarily affect the balance of the agreement.

## **Article 6. Adjusting the Agreement Rates**

- A. ICE will reimburse the service provider at the rates shown in the OF347, subject to the availability of funds, except as provided in Article 11. No rate adjustments are permitted under this service agreement unless initiated by ICE subject to the availability of funds.

## **Article 7. Modifications and Disputes**

- A. Modifications: Actions, other than those designated in this agreement, will not bind or incur liability on behalf of either party. Either party may request a modification to this agreement by submitting a written request to the other party. A modification will become a part of this agreement only after the CO has approved the modification in writing.
- B. Disputes: In regard to this service agreement, the CO and the authorized signatory of the service provider will settle disputes, questions, and concerns arising from this agreement. Settlement of disputes will be memorialized in a written modification between the ICE CO and authorized signatory of the service provider. In the event a dispute is not able to be resolved between the service provider and the ICE CO, the ICE CO will make the final decision. If the service provider does not agree with the final decision, the matter may be appealed to the ICE Head of Contracting Activity (HCA) for resolution. The ICE HCA may employ all methods available to resolve the dispute including alternative dispute resolution techniques. The service provider shall proceed diligently with performance of this agreement pending final resolution of any dispute.

## Article 8. Enrollment, Invoicing, and Payment

- A. Enrollment in Electronic Funds Transfer: The service provider shall provide ICE with the information needed to make payments by electronic funds transfer (EFT). The service provider shall identify their financial institution and related information on Standard Form 3881, Automated Clearing House (ACH) Vendor Miscellaneous Payment Enrollment Form <https://www.gsa.gov/forms-library/ach-vendormiscellaneous-payment-enrollment>. The service provider shall submit a completed SF 3881 to ICE payment office prior to submitting its initial request for payment under this agreement. If the EFT data changes, the service provider shall be responsible for providing updated information to the ICE payment office.
- B. SAM Registration: The service provider shall maintain an active registration in System for Award Management (SAM) at the time of award and throughout the life of this agreement. The service provider shall be registered to receive "All Awards" in their SAM registration. The SAM website can be found at [www.sam.gov](http://www.sam.gov).
- C. Consolidated Invoicing: Service providers shall submit invoices for salary, overtime, and benefits by the 10<sup>th</sup> day of the subsequent month after the immigration enforcement action is performed. Service providers shall submit invoices for incentive payments by the 10<sup>th</sup> day after the end of the federal fiscal year quarter (Jan. 10<sup>th</sup>, Apr. 10<sup>th</sup>, Jul. 10<sup>th</sup>, Oct. 10<sup>th</sup>)

## Article 9. Hold Harmless Provisions

Unless specifically addressed by the terms of this agreement, the parties agree to be responsible for the negligent or wrongful acts or omissions of their respective employees to the extent authorized under the applicable law.

- A. Service Provider Held Harmless: ICE liability for any injury, damage or loss to persons or property caused by the negligent or tortuous conduct of its own officers, employees, and other persons provided coverage pursuant to Federal law is governed by the Federal Tort Claims Act, 28 USC 2691 *et seq.* (FTCA). Compensation for work related injuries for ICE's officers, employees and covered persons is governed by the Federal Employees Compensation Act (FECA). The service provider shall promptly notify ICE of any claims or lawsuits filed against any ICE employees of which the service provider is notified.
- B. Federal Government Held Harmless: Service provider liability for any injury, damage or loss to persons or property arising out of the performance of this agreement and caused by the negligence of its own officers, employees, agents and representatives is governed by the applicable State and/or local law. ICE will promptly notify the service provider of any claims filed against any of the service provider's employees of which ICE is notified. The Federal Government will be held harmless for any injury, damage or loss to persons or property caused by a service provider employee arising in the performance of this agreement.

- C. Defense of Suit: In the event an ICE detained alien files suit against the service provider contesting the legality of the alien's ICE detention under this agreement and/or immigration/citizenship status, or an alien files suit as a result of an administrative error or omission of the Federal Government, ICE will request that the United States Department of Justice (DOJ), as appropriate, move either to have the service provider dismissed from such suit; to have ICE substituted as the proper party defendant; or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, ICE will request that DOJ be responsible for the defense of any suit on these grounds. Nothing in this agreement limits the discretion of DOJ on any litigation matters.
- D. ICE Recovery Right: The service provider shall do nothing to prejudice ICE's right to recover against third parties for any loss, destruction of, or damage to U.S. Government property. Upon request from the CO, the service provider shall furnish to ICE all reasonable assistance and cooperation, including assistance in the prosecution of suit and execution of the instruments of assignment in favor of ICE in obtaining recovery.

#### **Article 10. Financial Records**

- A. Retention of Records: All supporting documents, arrest sheets, and other records pertinent to service agreements or subordinate agreements under this agreement shall be retained by the service provider in accordance with the NARA records schedule for purposes of federal examinations and audit. The retention period begins at the end of the first year of completion of service under the agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the retention period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular NARA record retention period, whichever is later. Retention of records requirements can be found in Attachment 4.
- B. Access to Records: ICE and the Comptroller General of the United States, or any of their authorized representatives, have the right of access to any pertinent books, documents, papers or other records of the service provider or its subcontractors, which are pertinent to the award, to make audits, examinations, excerpts, and transcripts. The rights of access must not be limited to the required retention period but shall last as long as the records are retained.

#### **Article 11. Labor Standards and Wage Determination**

- A. The Service Contract Act, 41 U.S.C. 351 et seq., Title 29, Part 4 Labor Standards for Federal Service Contracts, is hereby incorporated as Attachment 1. These standards and provisions are included in every contract and service agreement entered by the United States or the District of Columbia, in excess of \$2,500, or in an indefinite amount, the principal purpose of which is to furnish services through the use of service employees.

- B. **Wage Determination:** Each service employee employed in the performance of this agreement shall be paid not less than the minimum prevailing wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination applicable under this agreement. The wage determination, issued under the Service Contract Labor Standards statute, by the Administrator, Wage and Hour Division, U.S. Department of Labor, will be updated on the annual anniversary of the service agreement with the most recent applicable wage determination.
- C. The service provider shall notify the CO of any increase claimed within 30 calendar days after receiving a new wage determination unless this notification period is extended in writing by the CO. Requested increases shall only include the service provider's actual increase in applicable wages and fringe benefits to the extent the increase is made to comply with the new wage determination. Any adjustment will be limited to increases or decreases in wages and fringe benefits, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

## **Article 12. Notification and Public Disclosures**

- A. Information obtained or developed because of this agreement is under the control of ICE and is subject to public disclosure only pursuant to the provisions of applicable Federal laws (such as FOIA), regulations, and Executive Orders or as ordered by a Court. The Service provider is prohibited from disclosing any information relating to ICE aliens pursuant to 8 C.F.R § 236.6. If the service provider receives a request for such information through, for example relevant State sunshine laws or another mechanism, the service provider shall promptly notify the ICE FOIA Officer and inform the requester to submit a FOIA request directly to the ICE FOIA Office. To the extent the service provider intends to release the agreement or any information relating to, or exchanged under, this agreement, the service provider agrees to coordinate with the ICE FOIA Officer prior to such release. The service provider may, at its discretion, communicate the substance of this agreement when requested. ICE understands that this agreement will become a public document when presented to the service provider's governing body for approval.
- B. The service provider shall notify the ICE Office of Congressional Relations when a member of the United States Congress requests information, or the CO and the ICE Office of Congressional Relations when he/she makes a request to visit the facility. The service provider shall coordinate all public information related issues pertaining to ICE aliens with ICE. The service provider shall promptly make public announcements stating the facts of unusual or newsworthy incidents to local media. Examples of such events include, but are not limited to deaths, escapes from custody, and facility emergencies. All press statements and releases shall be cleared, in advance, with the ICE Office of Public Affairs.

- C. With respect to public announcements and press statements, the service provider shall ensure employees agree to use appropriate disclaimers clearly stating the employees' opinions do not reflect the position of the United States government in any public presentations they make or articles they write that relate to any aspect of performance or the facility operations.

### **Article 13. Privacy**

- A. The service provider shall comply with the Privacy Act of 1974 (“the Act”) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the agreement specifically identifies (i) the systems of records; and (ii) the design, development, or operation work that the service provider is to perform. The service provider shall also include the Privacy Act into all subcontracts when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and
- B. In the event of violations of the act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For the purposes of the act, when the agreement is for the operation of a system of records on individuals to accomplish an agency function, the service provider is considered to be an employee of the Agency.
1. “Operation of a system of records,” as used in this article, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.
  2. “Record,” as used in this article, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person’s name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.
  3. “System of records on individuals,” as used in this article, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

**Article 14. Quality Control**

The service provider is responsible for management and quality control actions, including the actions of credentialed TFOs, necessary to meet the quality standards set forth in the agreement.



ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 6

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 01/23/2026	2. CONTRACT NO. (If any)	6. SHIP TO: a. NAME OF CONSIGNEE ICE Enforcement & Removal	
3. ORDER NO. 70CDCR26PSA000076	4. REQUISITION/REFERENCE NO. 192126FMIMELBOPD1	b. STREET ADDRESS Immigration and Customs Enforcement 500 12th St SW Suite 900	

5. ISSUING OFFICE (Address correspondence to) DETENTION COMPLIANCE AND REMOVALS ICE Office of Acquisition Management 500 12th St SW WASHINGTON DC 20024		c. CITY Washington	d. STATE DC	e. ZIP CODE 20024
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7. TO: JENNIFER KERR	f. SHIP VIA
a. NAME OF CONTRACTOR TOWN OF MELBOURNE BEACH	

b. COMPANY NAME	<input checked="" type="checkbox"/> a. PURCHASE	<input type="checkbox"/> b. DELIVERY
c. STREET ADDRESS 507 OCEAN AVE	REFERENCE YOUR:	Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.
d. CITY MELBOURNE BEACH	e. STATE FL	
f. ZIP CODE 329512523	Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	

9. ACCOUNTING AND APPROPRIATION DATA See Schedule	10. REQUISITIONING OFFICE ENFORCEMENT AND REMOVAL OPERATIONS
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11. BUSINESS CLASSIFICATION (Check appropriate box(es))	12. F.O.B. POINT
<input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone	
<input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB	

13. PLACE OF	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 01/16/2026	16. DISCOUNT TERMS Net 30
a. INSPECTION Destination	b. ACCEPTANCE Destination		

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	UEI: DBJANAKCRKL7 COR: Roxann Dzur; Roxann.R.Dzur@ice.dhs.gov ACOR: Tommy Henry; Tommy.E.Henry@ice.dhs.gov Contracting Officer: Brittany.Tobias@ice.dhs.gov  Continued ...					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:			
	a. NAME	ICE/ERO/287G/PMO		\$167,525.00
	b. STREET ADDRESS (or P.O. Box)	DHS, ICE Financial Service Center Burlington Attn: ICE-ERO-287G Invoice P.O. Box 1620		\$167,525.00
c. CITY	d. STATE	e. ZIP CODE		17(i) GRAND TOTAL
Williston	VT	05495-1620		

22. UNITED STATES OF AMERICA BY (Signature)	Digitally signed by BRITTANY M TOBIAS Date: 2026.01.23 15:10:18 -05'00'	23. NAME (Typed) BRITTANY TOBIAS TITLE: CONTRACTING/ORDERING OFFICER
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**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

PAGE NO

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**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER  
01/23/2026

CONTRACT NO.

ORDER NO.  
70CDCR26PSA000076

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Requisition(s) associated with this service agreement: 192126FMIMELBOPD1</p> <p>The purpose of 70CDCR26PSA000076 is to establish an 287(g) service agreement between the United States Department of Homeland Security (DHS) Immigration and Customs Enforcement (ICE) and the Melbourne Beach Police Department, Melbourne Beach, FL for specific enforcement actions as directed by ICE under the authority of Section 287(g) of the Immigration and Nationality Act (INA), codified at 8 U.S.C. § 1357(g), as amended by the Homeland Security Act of 2002, Public Law 107-296. Participation in the ICE/ERO 287(g) Program for reimbursement of items listed in this agreement, apply to participation and operational enforcement in ICE Task Force Model (TFM) only.</p> <p>The stipends listed below will be paid through Fedwire. All other additional invoicing, if applicable, will be per the below instructions and instructions in the agreement.</p> <p>The wage determination (WD) effective for this agreement is: WD 2015-4555 Rev. 28. A new wage determination will be incorporated into this agreement on each annual anniversary.</p> <p>The service provider shall not accept any instruction that results in a change to the services detailed in the service agreement from an entity or individual other than the Contracting Officer.</p> <p>For inquiries regarding ICE detainee information or ICE's usage of this agreement, there shall be no public disclosures regarding this agreement made by the provider (or any subcontractors) without review and approval of such disclosure by ICE.</p> <p>Continued ...</p>					
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					\$0.00	

**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

PAGE NO

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**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER  
01/23/2026

CONTRACT NO.

ORDER NO.  
70CDCR26PSA000076

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	<p>The funding provided in this agreement is the amount presently available for payment and allotted to this agreement. The service provider agrees to perform to the point that does not exceed the total amount currently allotted to the items funded under this agreement. The service provider is not authorized to continue work on those items beyond that point. The Government will not be obligated to reimburse the service provider in excess of the amount allotted to those items for performance beyond the funding allotted.</p> <p>The following documents constitute the complete agreement and are hereby incorporated into this award:</p> <p>OF347 70CDCR26PSA000076 287(g) Service Agreement 70CDCR26PSA000076 - Attachment 01 - Title 29, Part 4 Labor Standards for Federal Service Contracts_SEPT2025 - Attachment 02 - Wage Determination Number: 2015-4555 Rev. 28 - Attachment 03 - Combating Trafficking in Persons_SEPT2025 - Attachment 04 - ICE Privacy, Records Management, and Safeguarding of Sensitive Information_SEPT2025 - Attachment 05 - 287g Electronic Payment Request for Stipends</p> <p>MissionCritical: Y Period of Performance: 01/23/2026 to 01/22/2029</p> <p>287(g) Participation Transportation and Equipment</p> <p>Transportation Stipend \$100,000 This is a one-time payment for transportation to be used for the agreement's purpose.</p> <p>Continued ...</p>				167,525.00	
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					\$167,525.00	

**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

PAGE NO

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER  
01/23/2026

CONTRACT NO.

ORDER NO.  
70CDCR26PSA000076

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p><b>Tactical Equipment Stipend</b>                      This is one-time payment for equipment to be used for the agreement's purpose.</p> <p>Up to \$7,500, one-time per officer                      9 officers                      Total: \$67,500.00</p> <p>Wire Fee \$25.00                      This is a one-time payment for wire fees for the stipends.</p> <p>The amount of funding on this CLIN has increased:</p> <p>From: \$0.00                      By: \$167,525.00                      To: \$167,525.00</p> <p>Product/Service Code: V127                      Product/Service Description:                      TRANSPORTATION/TRAVEL/RELOCATION-                      TRANSPORTATION: SECURITY VEHICLE</p> <p>Accounting Info:                      OB287GP-000 OC 86-34-TF-MJ5                      18-06-0400-30-30-00-00 GE-21-57-00-                      ----- 000000                      Funded: \$100,000.00</p> <p>Accounting Info:                      OB287GP-000 OC 86-34-TF-MJ5                      18-06-0400-30-30-00-00 GE-31-89-00-                      ----- 000000                      Funded: \$67,500.00</p> <p>Accounting Info:                      OB287GP-000 OC 86-34-TF-MJ5                      18-06-0400-30-30-00-00 GE-21-57-00-                      ----- 000000                      Funded: \$25.00</p> <p>287(g) INVOICE INSTRUCTIONS</p> <p>1. The contractor shall be active in the System for Award Management (www.SAM.gov) for invoice processing. Besides the information identified below, a proper invoice shall also include Unique Entity Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

PAGE NO

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**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER  
01/23/2026

CONTRACT NO.

ORDER NO.  
70CDCR26PSA000076

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Identifier (UEI) created in SAM.gov; the ICE Program Office; and state whether the invoice is "INTERIM" or "FINAL".</p> <p>2. In accordance with Contract Clauses, FAR 52.212-4 (g) (1), Contract Terms and Conditions - Commercial Items, or FAR 52.232-25 (a) (3), Prompt Payment, as applicable, the information required with each invoice submission is as follows:                      "...An invoice must include-</p> <ul style="list-style-type: none"> <li>(i) Name and address of the Contractor. The name, address and UEI number on the invoice MUST match the information in both the Contract/Agreement and the information in SAM.gov.</li> <li>(ii) Unique Entity Identifier (UEI);</li> <li>(iii) Invoice date and number;</li> <li>(iv) Contract number, line items and, if applicable, the order number;</li> <li>(v) Description, quantity, unit of measure, unit price and extended price of the items delivered;</li> <li>(vi) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;</li> <li>(vii) Terms of any discount for prompt payment offered;</li> <li>(viii) Remit to Address;</li> <li>(ix) Name, title, and phone number of person to notify in event of defective invoice;</li> <li>(x) ICE Program Office designated on the order/contract/agreement; and</li> <li>(xi) Whether the invoice is "Interim" or "Final"</li> </ul> <p>3. Invoice submission: shall be submitted via one of the following two methods. Improper invoices or those submitted by means other than these two methods will be returned. Email is the preferred method.</p> <ul style="list-style-type: none"> <li>a. Primary method of submission is email. The Contractor shall submit one (1) invoice in PDF format per e-mail and the subject</li> </ul> <p>Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

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**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER  
01/23/2026

CONTRACT NO.

ORDER NO.

70CDCR26PSA000076

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>line of the e-mail will reference the invoice number of the attached invoice to: Invoice.Consolidation@ice.dhs.gov Attn: ICE/ERO/287G/PMO Invoice</p> <p>b. Mail: DHS, ICE Financial Service Center Burlington Attn: ICE/ERO/287G/PMO Invoice P.O. Box 1620 Williston, VT 05495-1620</p> <p>(xii). Electronic Funds Transfer (EFT) banking information in accordance with 52.232-33 Payment by Electronic Funds Transfer - System for Award Management or 52-232-34, Payment by Electronic Funds Transfer - Other than System for Award Management.</p> <p>3. Invoice Supporting Documentation. To ensure payment, the vendor must submit supporting documentation which provides substantiation for the invoiced costs to the Contracting Officer Representative (COR) or Point of Contact (POC) identified in the contract. Invoice charges must align with the contract CLINs.</p> <p>The obligated amount of award: \$167,525.00. The total for this award is shown in box 17(i).</p>					
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					\$0.00	