



City Council Meeting

Temple Terrace, Florida

Tuesday, August 4, 2026

6:00 PM

City Hall Council Chambers

Agenda

1. Call to Order

2. Invocation

3. Pledge of Allegiance to the Flag

4. Historical Fact

5. Recognition and Proclamations

5.A. Employee of the Month - June

6. Presentations

7. Board Appointments

8. Consideration of Minutes from Previous Meetings

8.A. Approval of July 7, 2026 City Council Meeting Minutes

9. Public Comment

Persons Wishing to Heard on Items on the Consent Agenda or Non-Agenda Items. (The public may comment on an agenda item during the public comment period for each agenda action item. There will be a 30-minute time limit for all public comment to be continued at the end of the meeting if more time is needed):

NOTE: A three-minute time limit will be imposed on ALL comments from the public, regardless of the subject matter. Individual members of the public who are present in the audience may designate in writing a representation spokesperson to speak on their behalf and thereby relinquish their time to that spokesperson. Thereafter, they may not be heard on the agenda item for which designation was made. The representative spokesperson shall be allowed to speak for 1 minute for each such designation up to a maximum of 10 minutes. Appropriate dress when appearing before the Mayor and City Council is appreciated. Cell phones must be silenced while in the Council Chambers.

10. Communications and Petitions

11. Consent Agenda

11.A. Resolution Authorizing the Acceptance of Grant Funds as part of the

Pedestrian and Bicycle Safety High Visibility Enforcement and Support Program from the Institute of Police Technology and Management (IPTM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING THE ACCEPTANCE AND EXPENDITURE OF REIMBURSEMENT GRANT FUNDS NOT TO EXCEED \$6,533.45 UNDER THE PEDESTRIAN AND BICYCLE SAFETY HIGH VISIBILITY ENFORCEMENT AND SUPPORT PROGRAM GRANT AWARD; APPROVING USE OF GRANT MONEY FOR OVERTIME; APPROVING PAYMENT FROM ACCOUNT "POLICE PATROL OVERTIME"; AUTHORIZING THE CITY MANAGER TO EXECUTE THE LETTER OF AGREEMENT AND CONTRACT; PROVIDING AN EFFECTIVE DATE.

- 11.B. Resolution Approving an Amendment to a Hillsborough County Interlocal Cooperation Agreement for Participation in CDBG Programs as part of the Urban County Program

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING AN AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF TEMPLE TERRACE AND HILLSBOROUGH COUNTY; PROVIDING AN EFFECTIVE DATE.

- 11.C. Resolution Approving a One-Year Agreement with the Fraternal Order of Police Representing Police Corporals, Master Corporals, Sergeants, and Master Sergeants

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING A ONE-YEAR AGREEMENT BETWEEN THE CITY OF TEMPLE TERRACE AND THE FRATERNAL ORDER OF POLICE REPRESENTING POLICE CORPORALS, MASTER CORPORALS, SERGEANTS, AND MASTER SERGEANTS, AUTHORIZING EXECUTION; PROVIDING AN EFFECTIVE DATE.

- 11.D. Resolution Approving a One-Year Agreement with the Fraternal Order of Police Representing Police Officers, Detectives, and Master Police Officers

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING A ONE-YEAR AGREEMENT BETWEEN THE CITY OF TEMPLE TERRACE AND THE FRATERNAL ORDER OF POLICE REPRESENTING POLICE OFFICERS, DETECTIVES, AND MASTER POLICE OFFICERS, AUTHORIZING EXECUTION; PROVIDING AN EFFECTIVE DATE.

- 11.E. Resolution Approving an Agreement with Paylocity Corporation for Human Resource Information System and Implementation Services

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING THE SUBSCRIPTION SERVICES AGREEMENT BETWEEN THE CITY OF TEMPLE TERRACE AND PAYLOCITY CORPORATION; APPROVING THE PAYMENT OF \$264,075.90 TOWARD THE COST OF HUMAN RESOURCE INFORMATION SYSTEM AND IMPLEMENTATION SERVICES FROM PAYLOCITY CORPORATION IN ACCORDANCE WITH THE AFOREMENTIONED AGREEMENT; APPROVING PAYMENT FROM THE UNASSIGNED GENERAL FUND BUDGET COMMITTED TO THE ENTERPRISE RESOURCE PLANNING CAPITAL PROJECT; AUTHORIZING EXECUTION

**OF THE AFOREMENTIONED AGREEMENT BY THE CITY MANAGER;
PROVIDING AN EFFECTIVE DATE.**

12. Public Hearings, Ordinances, and Resolutions

- 12.A. Public Hearing and Second Reading of Ordinance 1597 Amending Section 1-103 (Definitions), Section 1-104 (Enforcement Procedures) and 1-105 (Schedule of Violations and Penalties)

AN ORDINANCE OF THE CITY COUNCIL OF TEMPLE TERRACE, FL, AMENDING THE CITY OF TEMPLE TERRACE CODE OF ORDINANCES, CHAPTER 1, GENERAL PROVISIONS, ARTICLE II, CODE ENFORCEMENT, DIVISION 3, SUPPLEMENTAL ENFORCEMENT PROCEDURES BY AMENDING SECTION 1-103, BY AMENDING SECTION 1-104(d), BY CREATING SECTION 1-104(I), BY AMENDING SECTION 1-105(b), AND BY CREATING SECTION 1-105(d); PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCLUSION IN THE TEMPLE TERRACE CODE OF ORDINANCES; PROVIDING AN EFFECTIVE DATE.

- 12.B. Public Hearing and Second Reading of Ordinance 1598 Creating Code Chapter 20 Article IV School Speed Zone Enforcement Program

AN ORDINANCE OF THE CITY COUNCIL OF TEMPLE TERRACE, FL, CREATING THE CITY OF TEMPLE TERRACE CODE OF ORDINANCES CHAPTER 20, ARTICLE IV TITLED "SCHOOL SPEED ZONE ENFORCEMENT PROGRAM AND SPEED DETECTION SYSTEMS"; PROVIDING FOR USE OF SPEED DETECTION SYSTEMS IN ACCORDANCE WITH STATE LAW; PROVIDING FOR DEFINITIONS; PROVIDING FOR USE OF LOCAL HEARING OFFICER; PROVIDING FOR THE DESIGNATION OF SCHOOL SPEED DETECTION ZONE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS WITH STATE LAW; PROVIDING FOR CODIFICATION; DIRECTING THAT THE ORDINANCE BE FILED WITH THE DEPARTMENT OF STATE; PROVIDING FOR CORRECTION OF SCRIVENER'S ERROR; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.

- 12.C. Public Hearing and First Reading of an Ordinance amending Land Development Code Sections 12-40 - Definitions and 12-81 - Reasonable Accommodation Procedures for Recovery Residences

AN ORDINANCE OF THE CITY OF TEMPLE TERRACE, FLORIDA, AMENDING THE TEMPLE TERRACE LAND DEVELOPMENT CODE, AS AMENDED, BY AMENDING SECTIONS 12-40 DEFINITIONS, 12-81 REASONABLE ACCOMMODATION PROCEDURES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CORRECTION OF TYPOGRAPHICAL ERRORS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING AN EFFECTIVE DATE.

- 12.D. Public Hearing and First Reading of an Ordinance Amending Land Development Code Sections 12-40, Definitions, and 12-922, Commercial Vehicle Restrictions in Residential Districts

AN ORDINANCE OF THE CITY OF TEMPLE TERRACE, FLORIDA, AMENDING THE TEMPLE TERRACE LAND DEVELOPMENT CODE, AS

AMENDED, BY AMENDING SECTIONS 12-40 DEFINITIONS, 12-922 COMMERCIAL VEHICLE RESTRICTIONS IN RESIDENTIAL DISTRICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CORRECTION OF TYPOGRAPHICAL ERRORS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING AN EFFECTIVE DATE.

12.E. Public Hearing and First Reading of an Ordinance Amending Code Section 12-834 Drainage Systems

AN ORDINANCE OF THE CITY OF TEMPLE TERRACE, FLORIDA, AMENDING SECTION 12-834 OF THE CITY CODE OF ORDINANCES; PROVIDING FOR CLARIFICATION OF STANDARDS FOR DRAINAGE SYSTEMS; REVISING THE TEXT TO ENSURE ADEQUATE STORMWATER COLLECTION, CONVEYANCE, AND LONG-TERM PERFORMANCE WITHIN THE ROADWAY SYSTEM; STRENGTHENING TECHNICAL SUBMITTAL REQUIREMENTS; CLARIFYING BASIN MAPPING AND DYNAMIC MODELING STANDARDS; ESTABLISHING STORM SEWER DESIGN CRITERIA; REQUIRING MINIMUM ROADWAY-TO WATER TABLE SEPARATION AND SPECIFYING USE OF A FDOT TYPE II UNDERDRAIN WHERE APPLICABLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR THE CORRECTION OF SCRIVENERS' ERRORS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

12.F. Public Hearing and First Reading of an Ordinance Amending Code Section 12-921 Driveways Regulations

AN ORDINANCE OF THE CITY OF TEMPLE TERRACE, FLORIDA, AMENDING SECTION 12-921 OF THE CITY CODE OF ORDINANCES; PROVIDING FOR CLARIFICATION OF STANDARDS FOR OFF-STREET PARKING AND DRIVEWAY REQUIREMENTS; REVISING THE TEXT REGARDING DIFFERENT ELEMENTS OF THE INSTALLATION OF DRIVEWAYS; MORE SPECIFICALLY, PROVIDING CLARIFICATION REGARDING SECURING BLOCK PAVERS, SIGHT DISTANCE, REDUCING IMPACTS FROM TREE ROOTS, SIDEWALK SLOPES AND THE PROTECTION OF UTILITIES; ADOPTING THE HILLSBOROUGH COUNTY TYPICAL DETAIL DRAWING AS A REFERENCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR THE CORRECTION OF SCRIVENERS' ERRORS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

12.G. Resolution Accepting Modification No. 1 to Hazard Mitigation Grant Agreements for Fire Stations No. 1 and No. 2 Wind Retrofit Projects

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, ACCEPTING MODIFICATION NO. 1 TO HAZARD MITIGATION GRANT PROGRAM (HMGP) GRANT AGREEMENTS DR-4486-012-R AND DR-4486-099-R WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT; ACCEPTING REVISED GRANT FUNDING FOR WIND RETROFIT IMPROVEMENTS AT FIRE STATIONS NO. 1 AND NO. 2; AUTHORIZING THE REQUIRED NON-FEDERAL MATCH; AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT

MODIFICATIONS; PROVIDING AN EFFECTIVE DATE.

13. Council Business

13.A. Scheduling Two Public Hearings to Adopt the Millage and Budget Ordinances

14. New Business and Board Reports

15. City Manager's Report

15.A. Fiscal Year 2026 Q3 Reports

16. City Attorney's Report

17. Persons Wishing to be Heard on Items NOT Listed on the Agenda (continued if necessary):

Americans for Disabilities Act

The City of Temple Terrace is committed to making our website accessible to all users, including those with disabilities. While we strive to adhere to the accepted guidelines and standards for accessibility and usability, it is not always possible as it relates to attachments on the agenda that don't meet Federal standards for Americans with Disabilities Act (ADA) compliance. Please call the City Clerk's office at (813) 506-6440 for information on how to access these documents.

Adjournment

The Temple Terrace City Council meets the first and third Tuesday of each month and the meetings held at City Hall are broadcast "live" on Spectrum Channel 641 and Frontier Channel 39, beginning at 6:00 p.m. A rebroadcast of the latest meeting (or a taped version of the meeting if held at locations other than City Hall) can be seen on Wednesday and Friday at 2:00 p.m. and on Monday and Thursday at 7:00 p.m. Please be advised that there may be a scheduling delay in the rebroadcast of meetings held in locations other than City Hall, such as the Lightfoot Center, to allow time for the camera footage to be reformatted for broadcast. Meetings can also be viewed on the City's official YouTube channel at <https://youtube.com/user/cityoftempleterrace>.

Minutes of the City Council meetings can be obtained from the City Clerk's office. The meetings are recorded, but the minutes are not transcribed verbatim. Persons requiring a verbatim transcript may make arrangements with the City Clerk to duplicate the recordings or arrange to have a court reporter present at the meeting. The cost of duplication and/or court reporter will be at the expense of the requesting party.

Persons who wish to appeal any decision made by the City Council with respect to any matter considered at this meeting 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 based.

In accordance with Section 282.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the Mayor through the City Clerk's office no later than 5:00 p.m. two business days prior to the meeting.

Item Cover Page

City Council Item Report

Date: August 4, 2026
From: Jeannie Barlow, Senior Executive Assistant
Item Type: Recognitions/Proclamations
Subject: Employee of the Month - June
Presenter: Andy Ross, Mayor

Recommendation:

Discussion:

Michael Faaborg is being recognized as the employee of the month for June.

Michael is an exemplary employee who consistently demonstrates professionalism, dependability, and strong leadership. He communicates clearly and directly with staff and is highly regarded for his organizational skills, attention to detail, punctuality, and commitment to completing every task to the highest standard. He is someone his colleagues can rely on at any time, day or night, and he consistently goes above and beyond to ensure that the job gets done. During Hurricane Milton, Michael demonstrated remarkable calmness and professionalism under challenging circumstances. His dedication and teamwork were especially evident during the long and demanding cleanup efforts that followed the storm.

As a Maintenance Attendant IV, Michael is highly knowledgeable and takes the initiative to share his expertise with his coworkers. His willingness to support and mentor others contributes significantly to the efficiency and effectiveness of the Public Works team. He is a hardworking and dedicated employee who consistently encourages those around him and contributes to a positive workplace environment. He is a natural leader and a tremendous team player. His dedication, knowledge, work ethic, and positive attitude make him a valuable asset to Public Works. The department is stronger, more efficient, and a better place because of Michael Faaborg.

Congratulations to Michael for being selected as the June Employee of the Month.

Resolution/Ordinance Information:

Appropriation Code:

Requirements:

Cost:

Attachments:

None

Item Cover Page

City Council Item Report

Date: August 4, 2026
From: Lynda Sader, City Clerk
Item Type: Minutes
Subject: Approval of July 7, 2026 City Council Meeting Minutes
Presenter: Andy Ross, Mayor

Recommendation:

Approve the July 7, 2026 City Council Meeting Minutes

Discussion:

Resolution/Ordinance Information:

Appropriation Code:

Requirements:

Motion

Cost:

Attachments:

1. 07-07-2026 Council Regular Minutes

**CITY OF TEMPLE TERRACE, FLORIDA
CITY COUNCIL MEETING MINUTES**

Having been duly advertised as required by law, the regular meeting of the Mayor and City Council of the City of Temple Terrace, Florida, was held on Tuesday, July 7, 2026, in the Council Chambers at City Hall.

Present were: Mayor Andy Ross, Council Members James Chambers, Alison Fernandez, Gil Schisler and Erik Kravets, City Manager Carlos Baia, City Clerk Lynda Sader, and City Attorney Ernest Mueller.

Absent was: None

Also present were: Leisure Services Interim Director Cori Collins, Finance Director Jim Ingram, IT Director Sally Cabrera, Public Works Director Jason Warrenfeltz, Fire Chief Ian Kemp, Community Development Director Greg Pauley, Human Resources Director Antonio Nazario, Code Compliance Director Jack Shanks, Deputy City Attorney Nicole Donnell, Police Captain Jason Malave, Police Captain Jacob Carlisle, Assistant Finance Director Jennifer Newman, and several others.

There being a quorum present, Mayor Ross called the meeting to order at 6:00 p.m., led the invocation, and the Pledge of Allegiance to the Flag.

Mayor Ross encouraged everyone to keep employee Keven Woodard in their prayers.

Mayor Ross noted a letter of appreciation from Phyllis Rogers, pertaining to Ms. Stacey Stevens and Utility Billing for their customer service.

4. Historical Fact

Council Member Schisler presented a historical fact focusing on the northeastern section of our area, specifically the region north of Fowler Avenue and east of 56th Street.

More than 60 years ago, Interstate 75 followed a much different route than it does today. Originally, I-75 traveled south through the City of Tampa and continued to the interchange known as Malfunction Junction, where it connected with Interstate 4. Around 1973, transportation planners decided to construct the I-275 bypass east of downtown Tampa while also extending I-75 south to Naples. As a result, the original stretch of I-75 through Tampa was redesignated as I-275.

At first, the transition created some confusion because there was not yet a completed roadway identified as the new I-75. The initial phase of construction extended I-75 from the split near present-day State Road 56 south to Fletcher Avenue, where motorists were required to exit the interstate and continue on surface streets. This new access also opened the door for the development of Telecom Park, one of the area's first major business parks, during the early 1980s.

Construction of the remaining I-75 corridor progressed northward from Naples until it eventually connected with Fletcher Avenue. Much of the land along the route was farmland or undeveloped property, creating significant engineering challenges due to the area's soft ground. Crews installed hundreds of massive concrete support pilings using hydraulic hammers, driving many of them as deep as 100 feet into the earth. Residents living in eastern Hillsborough County often recalled hearing the constant pounding of the pile drivers around the clock as construction continued for months.

At that time, Fletcher Avenue effectively ended near the Edgewood Apartments, just east of 56th Street, until the I-75 interchange was completed. Following completion of the interstate, development rapidly expanded into the area, including the construction of Carlton Arms Apartments and the continued growth of Telecom Park.

Unlike Fletcher Avenue, Fowler Avenue had long provided a continuous route east to U.S. Highway 301. Aside from being widened several times over the years to accommodate increasing traffic, its alignment has remained largely unchanged.

One of the more significant changes associated with the interstate project involved Morris Bridge Road. Originally, Morris Bridge Road ran north from Temple Terrace Highway, crossed Fowler Avenue, curved eastward, and then continued north toward Zephyrhills. During construction of I-75, engineers redesigned the roadway by redirecting it westward to intersect with Fletcher Avenue near the area now occupied by Hong Kong Willie's and the Hilton hotel. Today, Morris Bridge Road ends at Fletcher Avenue and resumes approximately two miles east of the I-75 interchange, where it follows its original route north toward Zephyrhills.

Old Morris Bridge Road also carried a darker reputation during the 1950s and 1960s, when it was widely known as a dumping ground for organized crime victims associated with the Tampa Mafia. A short remnant of the original roadway still exists east of I-75 near 127th Avenue. This isolated section, approximately one mile long, was cut off by the interstate's construction and now dead-ends at both ends, serving as one of the few remaining reminders of the road's original alignment.

He added that between 1962 and 1984, many homes did not yet have central air conditioning, so families relied on open windows for ventilation during warm evenings, despite the mosquitoes

and no-see-ums. On Friday and Saturday nights, however, the peaceful atmosphere was often interrupted by the unmistakable sounds of racing engines, squealing tires, crashing metal, and enthusiastic crowds.

Located on Fowler Avenue east of the Hillsborough River, near what later became the Tampa Bypass Canal, stood Golden Gate Speedway. The track opened in May 1962 and quickly achieved national recognition when it hosted a NASCAR Grand National race that November. The 200-lap event was won by none other than Richard Petty.

Although NASCAR never returned for another Grand National race, Golden Gate Speedway became home to the Florida State Late Model Championship, which later evolved into the prestigious Florida Governor's Cup. The facility also hosted numerous NASCAR-sanctioned events and USAC midget car races throughout the years.

The speedway featured a one-third-mile oval track along with a figure-eight crossover that became the setting for demolition derbies. Every Friday and Saturday evening after sunset, engines roared to life and the sound echoed throughout the surrounding neighborhoods.

He remembered attending one race and sitting so close to the action that spectators were occasionally showered with cinders and bits of tire rubber. The screeching tires, breaking glass, exhaust fumes, and the announcer's voice booming over the public-address system created an unforgettable atmosphere. The demolition derbies were especially memorable as drivers repeatedly crashed into one another until only a single vehicle remained operational.

Golden Gate Speedway thrived throughout the 1960s and much of the 1970s. However, as residential development expanded eastward from Temple Terrace, nearby residents increasingly complained about the noise and air pollution. Racing ceased after the 1979 season before new ownership reopened the facility in 1981 under strict noise regulations, including mandatory mufflers. Those measures extended the track's life only briefly, and by 1984 the speedway closed permanently and was eventually sold.

The Florida Governor's Cup relocated to New Smyrna Speedway, where it continues to be held today. The former speedway property later became the Big Top Flea Market, which operated until approximately 2019 before the site was redeveloped into apartments.

During the planning stages for that redevelopment, he had the opportunity to speak with one of the developers. He asked about the environmental condition of the former racing pits and demolition derby area, assuming decades of racing activity might have resulted in significant

contamination. Surprisingly, environmental testing found no issues requiring remediation, a result that he has always found somewhat remarkable.

One final piece of trivia: several scenes from the 1971 racing film *Fury on Wheels*, starring Tom Ligon, Logan Ramsey, and Colin Wilcox, were filmed at Golden Gate Speedway. The movie chronicled the exploits of real-life dirt-track racing driver Chester Jump, leaving behind one more fascinating chapter in the history of this long-forgotten local landmark.

5. **Recognitions and Proclamations:**

5.A. **Proclamation - Parks and Recreation Month**

Mayor Ross introduced Interim Leisure Services Director Cori Collins and presented the proclamation. He also noted that Ms. Collins and the Leisure Services department have done an extraordinary job. With former Director Langefeld's retirement on June 30, the 4th of July parade and fireworks a few days later and a couple of other key employees out at the same time, she and her staff have stepped up and done a fantastic job.

Ms. Collins thanked Mayor Ross and the City for the proclamation.

6. **Presentations: None**

7. **Board Appointments: None**

8. **Consideration of Minutes from Previous Meetings:**

8.A. **Approval of the June 16, 2026, City Council Meeting Minutes**

Upon motion of Council Member Chambers, seconded by Council Member Fernandez, the **MINUTES** of the June 16, 2026, City Council Meeting, were **APPROVED** as presented with the following vote.

Vote on the motion being: Mayor Ross and Council Members Chambers, Fernandez, Schisler and Kravets voting "aye," no "nay."

9. **Persons Wishing to be Heard on Items NOT Listed on the Agenda or Items on the Consent Agenda:**

Mayor Ross stated the process for Public Comments.

Charles Loeb noted the Library Sale and commented on the property tax reform.

Matt Qualls commented on the Rolling Terrace retention pond and thanked the Council for what had been done on stormwater and drainage of the pond,

Tyrone Rhem, Rank-Up Athletics noted their event of Tampa Bay Citrus Bowl 2.0 showcase on Saturday, July 18 at King High School Stadium.

Mayor Ross verified there were no other public comment requests and closed the public comments section.

10. Communications and Petitions: None

11. Consent Agenda:

11.A. Resolution Approving an Interlocal Agreement with Hillsborough County Concerning the Distribution of Boat Registration Fee Revenue

Upon motion by Council Member Schisler, seconded by Council Member Kravets, and unanimously carried, **RESOLUTION, 11.A.**, was **ADOPTED** by consent, as follows:

Vote on the motion being: Mayor Ross and Council Members Chambers, Fernandez, Schisler and Kravets voting “aye,” no “nay.”

RESOLUTION 66-26, Adopted the Resolution and Approved the Interlocal agreement with Hillsborough County concerning the distribution of boat fee revenue in return for the continued assignment of a marine law enforcement officer within the City during fiscal year 2027.

12. Public Hearings, Ordinances, and Resolutions:

12.A. Resolution Approving the Annual Comprehensive Financial Report (ACFR) for Fiscal Year ending September 30, 2025.

Finance Director James Ingram introduced City Auditor Jeff Wolf of Forvis Mazars who reported on the results of the 2025 Financial Statement Audit.

Mr. Wolf noted the required communication letter that was provided. It states the scope of the audit, their responsibility to complete the audit under the applicable standards, their requirement to be independent of the City and what the City’s Management responsibilities are. He stated there was one new GASB related to compensated absences that was applied during the year, but it did not have a significant impact on the financial statements. There were no other transactions that weren't reported in accordance with Generally Accepted Accounting Principles (GAAP). He stated that for the financial statements, they had given an unmodified opinion which is the highest assurance that the financial statements are materially correct. He noted they do

evaluate internal controls to plan their audit. If they saw any issues, they would modify their approach, but they do not render an opinion on internal controls. If they had any material weaknesses or significant deficiencies related to controls, they are required to communicate those to the Council, and stated this was a clean report, no material weaknesses or significant deficiencies noted. Of the Single Audit Report, the City met the Federal single audit threshold, which is a separate audit as it relates to compliance with the grants and internal controls. The City had one major program that relates to the Coronavirus Release Fiscal Recovery Funds and that was an unmodified opinion, no findings or issues noted related to that grant and the single audit. The next report was their Independent Accountants Report, a report on compliance with Florida statutes as it relates to investments. This looks at whether the investment policy follows statute and does the City follow our investment policy. He stated this was a clean report, no issues, and no findings noted. He reviewed the audit general required Management letter, covering any financial conditions, emergencies or deteriorating financial condition which would be required to be reported and there were no issues noted. The City is very financially strong. He noted that the ratios on governmental activities, even though down some, were still strong numbers. He noted the number to focus on was the unassigned fund balance. It is down from the previous year, but still a strong fund balance number at 35%. Most was budgeted spend down of fund balance, so it was planned and was the City following your approved budget. He summarized that this was a clean, successful audit and the City Remains in a strong financial position.

Council Member Fernandez noted the current fund balance percentage is more in line with generally accepted levels. She encouraged citizens to watch the budget meetings and stated she appreciates the financial staff's hard work.

Upon motion by Council Member Schisler, seconded by Council Member Fernandez, **RESOLUTION 67-26, ADOPTED** the Resolution, Approving the Annual Comprehensive Financial Report for the Fiscal Year ending September 30, 2025.

Council Member Schisler commented that this is his eighth audit through the City and because of staff and the contributions of Mr. Wolf and the audit firm, the audits are significantly better than they use to be. He noted this is his last audit review as a Council Member and is honored to have worked with them.

Mayor Ross noted the previous budget process and previous audits and stated he appreciates staff for their professional work and clean audits.

Vote on the motion being: Mayor Ross, Council Members Chambers, Fernandez, Schisler and Kravets voting "aye," no "nay."

12.B. Resolution Approving Street Sweeping Services with USA Services of Florida via Sourcewell Contract #111125.

Public Works Director Jason Warrenfeltz stated the resolution is to approve a street-sweeping services agreement with USA Services, LLC. As Council may recall, the approved FY26 budget included a \$400,000 capital allocation for the purchase of a street sweeper, along with funding for contractual street sweeping services. This approach allowed staff the opportunity to evaluate whether purchasing and operating a street sweeper would be more cost-effective than continuing to outsource these services.

Following a comprehensive review of the long-term financial and operational impacts, staff determined that continuing with contractual street sweeping services is the most practical and cost-effective option. This evaluation considered the additional personnel that would be required to operate the equipment, the relatively short service life of the street sweeper, and the ongoing maintenance and repair costs associated with ownership.

The annual operating cost for these services is approximately \$92,160, which is currently funded in the FY26 budget and is anticipated to continue in the FY27 budget. The proposed agreement provides for an initial two-year term, with the option to renew for two additional one-year terms. The contract includes 16 street sweeping cycles annually, as well as established rates for emergency response and special event sweeping services.

Council Member Fernandez stated when it was previously discussed to purchase a street sweeper, one of the primary concerns was the frequency and thoroughness of the current contracted sweeping services. The expectation was that owning our own equipment would provide greater flexibility and allow us to address areas more consistently and efficiently. While you have explained that retaining the contracted service is the more cost-effective option from a financial standpoint, she wanted to better understand whether it will adequately meet our operational needs. Specifically, will the contract provide the level of service we require in terms of frequency, coverage of various locations, and the ability to respond to special events or short-notice requests? From her perspective, there are two important considerations: financial responsibility, which is certainly a priority, and ensuring that the City achieve the level of service the community expects. She asked Mr. Warrenfeltz to explain how the proposed contract addresses both considerations.

Mr. Warrenfeltz stated the proposed agreement provides greater flexibility, allowing the City to request street sweeping services more quickly in response to emergency situations than is possible under the current contract. Our existing agreement is an extension of a previous contract and does not include the additional two sweeping cycles for leaf removal during the

spring and fall seasons. Those seasonal cycles have been incorporated into the new agreement, bringing the total to 16 sweeping cycles annually.

In preparation for implementing this agreement, our GIS technician is updating the City's route mapping. Staff have been coordinating these updates and refining the service routes, contingent upon approval of the agreement, to improve efficiency and overall service delivery throughout the City.

After evaluating the available options, contracting these services continues to be the most practical and cost-effective approach. If the City were to purchase and operate its own street sweeper, we would need to hire an additional staff member to operate the equipment. Unlike a contractor, who deploys multiple sweepers simultaneously and can complete routes across the City within a few days each month, City staff with a single machine would likely spend four to five days each week attempting to maintain the same level of service.

In addition to the staffing requirements, owning a street sweeper would result in ongoing maintenance responsibilities, equipment downtime, and replacement costs. Street sweepers operate under demanding conditions and typically have a service life of only five to seven years. By continuing to contract these services, the City avoids those operational challenges while benefiting from the contractor's equipment, expertise, and economies of scale. Overall, this approach provides greater operational efficiency, reduces long-term costs, and allows City staff to focus on other essential public works responsibilities.

City Manager Baia stated from last year's budget discussions, one of the primary uncertainties was the cost of the new contracts. At that time, we were concerned that the annual expense could be as high as approximately \$200,000. Now that the contracts have been finalized, the actual annual cost is projected to be in the range of \$90,000 to \$92,000. This significantly changes the financial outlook and has a substantial impact on the overall analysis. The lower-than-anticipated contract costs are an important factor in our current considerations and should be recognized as a key component of the broader budget discussion.

Upon motion by Council Member Schisler, seconded by Council Member Chambers, **RESOLUTION 68-26, ADOPTED** the Resolution, Authorizing the City Manager to execute an Agreement with USA Services of Florida, LLC for citywide street sweeping services for an initial two-year term with the option of two one-year extensions.

Vote on the motion being: Mayor Ross, Council Members Chambers, Fernandez, Schisler and Kravets voting "aye," no "nay."

12.C. Public Hearing and First Reading of an Ordinance Amending Section 1-103 (Definitions), Section 1-104 (Enforcement Procedures) and 1-105 (Schedule of Violations and Penalties).

Mayor Ross opened the Public Hearing.

Code Compliance Director Jack Shanks stated this proposed amendment to Chapter 1 of the City Code updates existing language, incorporates applicable code sections into the Table of Class 2 Violations, and establishes a new Class 4 violation category within the City's existing civil citation framework. This item was previously presented for first reading, during which the City received valuable feedback and recommendations. One of the primary topics of discussion was the need to provide additional time for correcting certain violations before citations are issued. The ordinance presented this evening reflects that feedback by incorporating a supplemental escalation process designed to provide greater opportunities for voluntary compliance. Because these revisions required updates to both the ordinance language and title, the item has returned for first reading.

He emphasized that the purpose of this amendment is not to generate revenue. Rather, its objective is to improve compliance with City codes that are already in effect and enforceable today. The amendment provides a more effective and efficient enforcement tool for addressing violations that are easily repeated, allowing them to be resolved through the civil citation process instead of relying exclusively on lengthy notice-based enforcement procedures.

One of the proposed revisions adds a definition for the phrase "itinerant or transient in nature" to Section 1-103. The definition describes temporary, mobile, or impermanent infractions or activities that may change locations, exist for only a short duration, or can be quickly remedied and then repeated within the same day. Although this phrase was included in the original ordinance, staff determined that a formal definition would provide greater clarity and consistency in its application.

This defined term is incorporated into Section 1-104(d), allowing the City to more effectively address violations that are corrected temporarily but recur shortly thereafter. Examples include yard parking, commercial vehicles parked in residential neighborhoods, and certain violations associated with the City's short-term rental program, where frequent turnover of occupants can result in recurring noncompliance.

In response to the feedback received during the previous reading, staff also added a new subsection, Section 1-104(l), establishing a supplemental escalation procedure for specific code sections identified in the Schedule of Violations contained in Section 1-105. To understand this addition, it is helpful to first review the City's existing enforcement process.

Under the current enforcement framework, any courtesy notice or citation is issued to the property owner. With limited exceptions, an initial violation results in a courtesy notice that includes a reasonable correction period, along with an attempt by the Code Compliance Division to contact the property owner to determine whether assistance is needed to achieve compliance. If the violation is not corrected, or if a pattern of repeated noncompliance develops after an initial correction, the matter escalates to the citation stage.

Following the expiration of the correction period, a first citation serves as a meaningful incentive to achieve compliance while still providing the responsible party an opportunity to correct the violation. Increased penalties for repeat offenses reflect the fact that the property owner has already received notice and enforcement action but has continued to violate the code. This graduated enforcement approach distinguishes between an initial violation and repeated disregard for City regulations while encouraging long-term compliance rather than repeated cycles of temporary correction. Once compliance is achieved, no additional fines are imposed.

The proposed supplemental escalation process builds upon this philosophy by providing additional opportunities for compliance before a citation is issued for certain designated violations. Similar to both the existing process and the Code Enforcement Board procedures, the property owner first receives a courtesy notice with an appropriate correction period. However, rather than proceeding directly to a citation, the supplemental process includes an Initial Notice of Violation, followed by an additional correction period. If the violation remains uncorrected, a Final Notice of Violation is issued with another opportunity to comply. Only after these lower-level enforcement efforts have been exhausted would a civil citation be issued.

The purpose of this enhanced process is to maximize voluntary compliance while reserving citations for situations in which repeated opportunities to correct the violation have not been successful. As the data demonstrates, the overwhelming majority of residents voluntarily comply with City code requirements after receiving notice.

It is also important to note that Code Compliance Officers are authorized to issue citations only for those violations specifically identified in the Schedule of Violations and Penalties. The violations proposed for inclusion under the existing Class 2 category and the new Class 4 category are all based on existing provisions of the City Code. This ordinance does not create any new prohibited conduct.

The challenge with these violations is that they are often easily repeatable, and under the current enforcement framework there is limited immediate incentive for sustained compliance. This can create ongoing frustration for neighboring residents and businesses that consistently comply with City regulations while observing prolonged enforcement processes for violations that should be corrected immediately.

In practice, staff frequently encounter the same types of violations recurring after only temporary correction, resulting in continued neighborhood impacts and increased staff resources without achieving lasting compliance. This ordinance is intended to address that issue by allowing civil citations to be used for specific repeatable violations, encouraging faster and more consistent compliance, reducing recurring violations, and decreasing the need for extended enforcement proceedings.

Ultimately, the objective of this amendment is behavioral correction—not punishment. The intent is not to issue citations indiscriminately, but to provide Code Compliance Officers with an additional enforcement tool when voluntary compliance has proven ineffective or when immediate correction is necessary to protect the quality of life within the community.

Council had previously asked for a breakdown of all the municipal code enforcement board cases for the past year. He presented the following information for the past 13 months. Of the violation category of grass, weeds, and underbrush, during the reporting period, there were a total of 661 cases in this category. Of those, 653 achieved compliance during either the courtesy notice or notice of violation stage. Only eight of the 661 cases progressed to the notice of hearing stage and were ultimately presented to the Municipal Code Enforcement Board.

He noted the violation types proposed for citation under this ordinance that require the supplemental escalation process. Had citations been available for these code sections, an estimated 52 cases could have been removed from the Municipal Code Board's agenda. Additionally, it is reasonable to expect that the potential for receiving a citation would have encouraged voluntary compliance in many instances, reducing the need to issue citations altogether, which is the intended outcome. Even after accounting for those cases, approximately 77 cases would still have required review by the Board. Over the 13-month reporting period, this would have averaged approximately six cases per month presented for hearing. In summary, this ordinance strengthens the ability to enforce the codes already on the books, improves compliance outcomes, and supports neighborhood stability without expanding regulation or creating new prohibitions.

Mayor Ross asked for public comments, hearing none moved to Council Member questions.

Council Member Kravets questioned the water use restrictions and the decision to classify violations as a Class Four offense rather than a Class Two offense. The increase in the penalty from \$250 to \$500 appears to be a significant escalation, and what is the reasoning behind that decision and the thought process that led to adopting the more stringent penalty instead of the lower classification.

Mr. Shanks stated the reason it was included in that category was based on the current increase in water restriction violations. He stated he also spoke with several of his counterparts in neighboring jurisdictions to ensure the approach was consistent with best practices. The Phase 3 water restrictions are significant and require prompt enforcement. Under normal conditions, particularly outside of drought periods, Code sees very few water restriction violations. However, given the current circumstances, it is important that the City address violations immediately. Under this ordinance during normal conditions, individuals who violate the restrictions will first receive a courtesy notice outlining the applicable citation amounts and potential fines. Historically, repeat violations are rare, as the warning and information about the penalties are typically sufficient to achieve compliance. During unusual water restrictions, this ordinance is superseded by Southwest Florida Water Management District restrictions. Water is a valuable and limited resource, and everyone has a responsibility to do their part in conserving it. For that reason, this ordinance classifies these violations as Class 4 rather than Class 2.

Council Member Kravets asked if the courtesy notice process would be included in this ordinance or just a policy.

Mr. Shanks noted there is a policy drafted and would be finalized after action is taken on this ordinance.

Mayor Ross closed the public hearing and asked the Clerk to read the title of the ordinance.

The City Clerk therefore read the title.

AN ORDINANCE OF THE CITY COUNCIL OF TEMPLE TERRACE, FL, AMENDING THE CITY OF TEMPLE TERRACE CODE OF ORDINANCES, CHAPTER 1, GENERAL PROVISIONS, ARTICLE II, CODE ENFORCEMENT, DIVISION 3, SUPPLEMENTAL ENFORCEMENT PROCEDURES BY AMENDING SECTION 1-103, BY AMENDING SECTION 1-104(d), BY CREATING SECTION 1-104(l), BY AMENDING SECTION 1-105(b), AND BY CREATING SECTION 1-105(d); PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCLUSION IN THE TEMPLE TERRACE CODE OF ORDINANCES; PROVIDING AN EFFECTIVE DATE.

Upon motion by Council Member Chambers, seconded by Council Member Fernandez, **Approved** the **Ordinance** on first reading, Amending Section 1-103 (Definitions), Section 1-104 (Enforcement Procedures) and 1-105 (Schedule of Violations and Penalties) and scheduled a second public hearing and second reading for August 4, 2026.

Vote on the motion being: Mayor Ross, Council Members Chambers, Fernandez, Schisler and Kravets voting “aye,” no “nay.”

Mayor Ross noted the Ordinance will appear for a second reading and public hearing on Tuesday, **August 4, 2026.**

12.D. Public Hearing and First Reading of an Ordinance Creating Code Chapter 20 Article IV School Speed Zone Enforcement Program.

Mayor Ross opened the Public Hearing.

Deputy City Attorney Nicole Donnell and Police Captain Jason Malave presented.

Ms. Donnell stated for Council’s consideration is a proposed ordinance establishing the School Speed Zone Enforcement Program and authorizing the use of speed detection systems within designated school zones in the City of Temple Terrace. Florida Statute 316.1895 authorizes local governments to implement speed detection systems in school zones and to issue notices of violation to motorists who exceed the posted speed limits in those areas. Enforcement under this program would occur only on days when school is in session and during the specific times established by law. In accordance with the statute, any individual who appeals a notice of violation would have the opportunity to appear before a local hearing officer, who is authorized to conduct and preside over those hearings.

Chapter 316 of the Florida Statutes also requires that a traffic study be completed and that traffic data be considered before implementing a speed detection system in any school zone. To satisfy this requirement, the City conducted a traffic study in February of this year. The study identified five school zones within Temple Terrace that present an elevated safety risk: Greco Middle School, Woodmont Charter School, Temple Terrace Elementary School, Lewis Elementary School, and Riverhills Elementary Magnet School. Based on the findings of that study, the Temple Terrace Police Department has determined that implementing speed detection systems in these five school zones is in the best interest of public safety and the community.

The proposed ordinance has been modeled after similar ordinances adopted by neighboring jurisdictions, including the City of Tampa and Hillsborough County. If adopted and incorporated into the City’s Code, this ordinance will provide the Temple Terrace Police Department with the authority to enforce speed limits through automated speed detection systems in the designated school zones, enhancing safety for students, school staff, and the public.

Captain Malave stated the City is proposing the implementation of a School Zone Speed Enforcement System to enhance safety and accountability within active school zones. The system will utilize automated speed detection and photo enforcement technology to identify vehicles

exceeding the posted school zone speed limit during designated enforcement periods. These enforcement periods will coincide with active school zone times before the start of the school day and during student dismissal. All potential violations will be reviewed and validated by law enforcement personnel to confirm that a violation occurred prior to the issuance and mailing of a citation to the registered vehicle owner. Information collected through the School Zone Speed Enforcement System will be securely stored for a specified retention period based on its assigned status and will not be shared with other organizations.

To ensure an effective and well-managed rollout, the program will be implemented through a phased approach over a six-month period. Phase One will include the installation and activation of the system at Greco Middle School and Lewis Elementary School. Launching the program at these two locations will provide an opportunity to evaluate system performance, identify and address operational or community concerns, and refine administrative processes before expanding enforcement throughout the city. Upon successful completion of Phase One, Phase Two will activate enforcement at Woodmont Charter School and Temple Terrace Elementary School, followed by Phase Three at Riverhills Elementary Magnet School. This measured implementation strategy will allow the City to assess the effectiveness of the program at each stage while ensuring a smooth transition to full deployment across all five school zones.

The School Zone Speed Enforcement System is designed to improve driver compliance with posted speed limits, reduce speeding in active school zones, and enhance the safety of students, families, and school staff traveling to and from school. By implementing the program in phases, the City can responsibly evaluate operational performance, address stakeholder feedback, and ensure the system is functioning as intended before full citywide activation.

Mayor Ross asked for public comments.

Katie Nash, representing Jenoptik, stated they are requesting an opportunity to compete and earn the City's business on the speed detection systems and commented on other ideas for this tool.

Charles Loeb asked if this is meant for enforcement on the main street or on the side streets too.

Captain Malave stated the school zones would be set up on side streets, none of the major streets, thoroughfares through Temple Terrace would be monitored.

Council Member Fernandez asked about the structure of the pictures and data and how long that data would be maintained. Also, if the goal is to change driver behavior to be safe during school zone flashing light times, what is the plan or the end goal once that is accomplished, take the cameras down?

Captain Malave stated the camera system would be operated specifically during designated flashing light periods, including 30 minutes in the early morning before student arrival and breakfast time, as well as the beginning of the school day. Additionally, the system would operate for 30 minutes before and after dismissal. During these operational periods, the cameras will record and capture data using two methods. The first is a passive recording function, which continuously collects information during active hours. The second involves event-based recording, where the system is designed to detect specific triggering events, such as speeding violations. When a speeding event occurs, the camera system focuses on the violation and captures relevant information about the vehicle involved. If no triggering event occurs, the system continues general recording without identifying a violation. Non-triggered recording data is retained for 30 days, while footage associated with a confirmed violation is maintained for evidentiary purposes and is destroyed 90 days after the disposition of the violation. In an ideal scenario, if traffic violations were reduced to zero and that trend continued consistently, the option could be considered to remove the camera system, as it would indicate that the system was no longer necessary. The primary purpose of this system is to enhance safety during critical times, particularly at the beginning and end of the school day, when there is a significant increase in pedestrian activity involving students, parents, crossing guards, and other members of the community. The goal is to ensure that every reasonable measure is being taken to provide a safer environment for those individuals. Additionally, if violations were reduced to zero, there would not be any ongoing costs associated with vendor payments related to violations. At that point, the community and stakeholders could evaluate whether removing the system or transitioning to another approach would be the most effective way to continue addressing safety concerns.

Council Member Chambers noted that it was mentioned the cameras would be synced with the flashing lights and asked who controls the current flashing lights, including times changing like schools having holidays or days off.

Captain Malave stated he is not sure who owns the flashing lights but would continue to speak with the Florida Department of Transportation (FDOT) for information on the school zones. The City's Officers will be reviewing the violations and would keep in contact with the schools and the school districts for their calendars and times off. It would be verified that the offense was committed during a time when children were present, and the school zone was active.

Council Member Schisler asked what criteria was used to create these school zones and why those five. There are other schools such as Corpus Christi, Focus Academy and Florida College Academy (FCA), there is speeding going on at those locations also.

Captain Malave stated he is not sure of the criteria used by FDOT to establish school zones, but that would be the department to contact for other school zones to be established.

Council Member Kravets stated this is a great project and everyone cares about speeding. He asked if the cameras would be fixed or mobile.

Captain Malave responded they would be fixed cameras.

Council Member Kravets asked if the bidding process is going to be rigorously competitive and be opened to everyone to bid.

Captain Malave stated the system under consideration is specific to a single company; because they are evaluating the use of a piggyback agreement. This option is being considered because the agreement secured by another city includes a provision under which the vendor covers the cost of certified mail sent to violators. In contrast, many other cities are responsible for paying these certified mailing costs themselves. By utilizing the existing agreement, our agency could benefit from the same cost-saving provision, eliminating the expense of sending certified mail to each violator. Given the volume of notices that may be issued, these mailing costs can accumulate quickly, making the piggyback agreement a financially advantageous option.

Council Member Kravets asked apart from that, is there any reason to think that this is the best deal?

City Manager Baia stated the City is not paying for this service, so there's no cost to the City. The certified mail would have been a cost but based on the piggyback approach of this particular company that the City is looking at, that cost is covered as well. This is the way the statutes are written, and it provides for this, with this system going back two to three years. There's basically an incentive in the private sector to provide these services. Private companies make money because they get a percentage of every fine. That's how they make money and there is no cost to the City.

Council Member Kravets asked if all the companies who provide this type of service, if they're all going to finance themselves from the revenue that's generated from the violations.

City Manager Baia stated that is his understanding that is the basic business model, with a few changes such as with the certified mail being a small detail. This business model is roughly the same for all these companies.

Council Member Kravets asked if there is a reason not to open it up for a more competitive process, would we lose the opportunity with the piggyback if that is done.

Ms. Donnell stated according to the City's Purchasing Manual and our internal procurement policies, the competitive bidding process is not required until the value of a contract reaches the \$50,000 threshold. Once that threshold is met, the procurement moves into the formal competitive bidding process. If the City determines that competitive solicitation is not the preferred approach, a piggyback procurement may be used as an alternative, as previously discussed. However, as the City Manager noted, because this agreement is essentially a zero-cost contract, it does not meet the \$50,000 threshold that would trigger the City's competitive bidding requirements.

Council Member Kravets stated that this provides at least \$50,000 of value, but because the City is not spending \$50,000, it falls under the exemption and there does not have to be any bidding process.

Ms. Donnell noted that is correct.

Council Member Kravets stated that the Council could just open it up however they see fit without adhering to any sort of competitive bidding process and still let people come in and make their offers.

Ms. Donnell noted she and the Finance team are looking into the best approach if there is no cost to a contract.

Council Member Kravets stated he would like to see services provided from more than one vendor for this opportunity, as he believes it would offer a broader basis for comparison. Additionally, he is interested in understanding whether staff has developed a formal process to define the expected scope and performance requirements. Specifically, is there an established scope of work, schedule of services, or other formal documentation outlining the services being sought, or are we relying solely on the existing piggyback?

Captain Malave replied at this point it was referring back to the piggyback of the benefit of cost.

Council Member Kravets stated he would like to see that circulated for review. If the City is going to put speed cameras up everywhere, he thinks everyone here has expressed specific things that they are interested in making sure are delivered. If they could see what the deliverables are in the scope of performance that is being examined right now, that would be helpful and could be

discussed. He stated they could see whether that meets everyone's expectations or whether they want to go out and open it up to more vendors potentially.

Mayor Ross asked if this contract would come back before Council for approval once it is worked out.

Ms. Donnell replied that was correct.

Mayor Ross asked if the City would be using a City hearing officer and not piggybacking on the Sheriff's office. He asked if this would be much like the current parking enforcement magistrate and the Code Enforcement Board.

Ms. Donnell confirmed the City would hold its own hearings and would draft a policy if this is passed. A resolution for a local hearing officer would be brought before Council for adoption and the process would be much like the parking enforcement magistrate, with hearings being held here at City Hall.

Mayor Ross asked about the due process for someone who gets a citation with the camera, but they claim they were not driving the vehicle.

Ms. Donnell stated the statutory language does say that the moving violation is assessed to the registered owner of the vehicle based on the tag and asked Captain Malave to explain further.

Captain Malave explained that these individuals could complete an affidavit stating they were not driving but would have to provide the information of the individual driving the vehicle, and they would have thirty days to do that. The citation would be reassigned to the individual from the information provided. If that individual appeals, it would come before the hearing officer to sort out and some type of proof would have to be provided, much like other video tolls.

Mayor Ross asked to confirm this would only be during active school dropoff and pickup times.

Captain Malave stated specifically only during school flashing light time, early in that morning time period and then during dismissal time.

Mayor Ross stated he would want some assurance in the contract outlining the specific times and situations that are allowed. He stated he understands that on the cases where the violations are issued, there are some evidentiary state laws requiring the City to retain those photographs,

but he asked if photos of the other cars that drive through the school zone and are not speeding, would also be retained for 30 days per the vendor.

Captain Malave stated the 30 days was correct and that information is from the vendor.

Mayor Ross asked why the 30 days and what do the vendors do with the data.

Captain Malave stated that if it does not trigger an event of speeding, if there was some other event that occurred during those time periods, such as going the speed limit but bumped into someone, that could be reviewed and used for that situation. After 30 days, the non-triggering event will be removed, noting that only the Police Department has access to that.

Ms. Donnell stated that they will make sure that language is included pertaining to the data retention and what is done with it. She stated Florida statute 316.1896 subsection 15(a) expressly states that speed detection systems are not allowed to be used for remote surveillance. Pursuant to Florida statute, that is illegal.

Mayor Ross stated he would want to see the retention period included in the contract and what is done with the data. He stated he is not interested in getting in the business of public surveillance.

Council Member Kravets noted regarding the installation cost, since it's a fixed installation, he knows that the vendors have a good idea of what the cost is going to be. That means that they could do a cost-plus model. Is there a hard or soft cap on vendor revenue from this?

Ms. Donnell stated the agreement establishes a revenue-sharing arrangement that determines the allocation of revenue between the City and the contractor. Under the terms discussed, the City receives either \$39 or 65% of the applicable ticket violation amount, with the remaining portion allocated to the contractor. Similar agreements reviewed in the past have explicitly stated that they are neither cost-plus nor lump-sum contracts. Instead, they are structured solely as revenue-sharing contracts, whereby the revenue generated from ticket violations is divided between the City and the contractor according to the agreed-upon formula. The contractor's compensation is therefore derived exclusively from its designated share of the collected revenue.

Council Member Kravets expressed interest in determining whether any vendors would be willing to structure their agreements in a way that limits their own financial incentive to issue citations beyond a certain point. As an example, he suggested that if a vendor's cost to install a camera was \$100, the vendor could receive revenue until reaching an agreed-upon amount, such as

\$105, after which its share of citation revenue would cease. Under such a model, the vendor would no longer have a financial incentive to generate additional citations.

He referenced an earlier discussion regarding a situation in which a vendor allegedly issued more citations than appropriate in an effort to increase revenue. He noted that a capped-revenue arrangement could serve as a safeguard against that type of incentive by eliminating the vendor's financial benefit after a predetermined threshold is reached. He suggested exploring whether any vendors would be willing to adopt such a revenue-capping model, under which any citation revenue generated after the agreed-upon limit would be retained by the City rather than the vendor, thereby reducing any perceived incentive to issue additional citations for financial gain.

Council Member Chambers asked what would be a response that this is just a money grab on the City's part.

Captain Malave noted Florida law authorizes the monitoring of school speed zones throughout the entire school day. However, the program would be implemented in a more limited manner. Rather than conducting enforcement continuously, the monitoring system is activated only during designated periods when school zone flashing lights are in operation, including the morning arrival period and the afternoon dismissal period. Although the technology is capable of operating throughout the day, it is not used for the purpose of maximizing citations or revenue. Instead, its use is intentionally limited to times when pedestrian activity is at its highest, including increased presence of students, parents, and crossing guards, with the primary objective of deterring speeding and enhancing safety in school zones.

Council Member Chambers stated he hopes our marketing states that.

Mayor Ross asked if there would be surveys done to capture the effectiveness of this program. These surveys should be administered consistently throughout each school year, potentially twice annually during the initial years of implementation and transitioning to once per year thereafter. Establishing a structured evaluation process is essential to demonstrate that the initiative is achieving its intended outcomes and is not simply a revenue-generating effort. Performance metrics, such as reductions in vehicle speeds, should be tracked over time to quantify the program's impact. While it is recognized that completely eliminating speeding is not a realistic expectation, the objective is to achieve meaningful and measurable improvements. Ongoing assessments will provide the data necessary to evaluate progress, demonstrate effectiveness, and support informed decision-making. He noted this should be included in the contract too.

Council Member Fernandez asked if the specific time that the cameras would be active, would that be written into the ordinance or would that be a policy. She stated if in the ordinance, any changes would have to be brought back to Council whereas if it is policy, it could be administratively changed overtime.

Ms. Donnell noted if Council has a preference to have specific language in the ordinance, it could be adjusted.

Council Member Fernandez stated she was asking for the general time of when the flashing light time period would be for the specific school zones and what type of language would be in the ordinance.

Mayor Ross noted that this language is in the ordinance.

Mayor Ross closed the public hearing and asked the Clerk to read the title of the ordinance.

AN ORDINANCE OF THE CITY COUNCIL OF TEMPLE TERRACE, FL, CREATING THE CITY OF TEMPLE TERRACE CODE OF ORDINANCES CHAPTER 20, ARTICLE IV TITLED "SCHOOL SPEED ZONE ENFORCEMENT PROGRAM AND SPEED DETECTION SYSTEMS"; PROVIDING FOR USE OF SPEED DETECTION SYSTEMS IN ACCORDANCE WITH STATE LAW; PROVIDING FOR DEFINITIONS; PROVIDING FOR USE OF LOCAL HEARING OFFICER; PROVIDING FOR THE DESIGNATION OF SCHOOL SPEED DETECTION ZONE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS WITH STATE LAW; PROVIDING FOR CODIFICATION; DIRECTING THAT THE ORDINANCE BE FILED WITH THE DEPARTMENT OF STATE; PROVIDING FOR CORRECTION OF SCRIVENER'S ERROR; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.

Mayor asked for this to have the Second reading on August 4, 2026, to have a full Council review.

Upon motion by Council Member Kravets, to Approve this agenda item 12.D., an **Ordinance** of the City Council of Temple Terrace, creating the City of Temple Terrace Code of Ordinances, Chapter 20, Article IV titled "School Speed Zone Enforcement Program and Speed Detection Systems" with the two following provisions. The first being that other vendors be explored going beyond just the piggyback and also that Council receive a report on the scope of what's being pursued so that Council can see exactly what the City is getting in terms of what the vendor is going to supply and what that will provide. The motion **Died for Lack of a Second.**

Upon motion by Council Member Schisler seconded by Council Member Chambers, **Approved** the **Ordinance** on first reading, Creating Code Chapter 20 Article IV School Speed Zone Enforcement Program and scheduled a second public hearing and second reading for August 4, 2026.

Council Member Fernandez stated that she will not support this ordinance. She wants to see people slow down; she supports the speed detection but prefers it to be live. Her issue is remote speed enforcement and the same with red light cameras and bus cameras. It is just not a program or an enforcement model that she can support.

Council Member Kravets expressed concern that the motion was weak because it did not provide for the consideration of multiple vendors. He noted that the City has experienced numerous instances, both before and during their tenure, in which failing to solicit proposals from multiple vendors resulted in suboptimal outcomes. In his view, this has been a recurring issue over the years. He further observed that the motion offered only informal direction and cautioned that the City could ultimately pursue a piggyback contract for the sake of convenience. He expressed concern that such a contract would not be tailored to address the specific issues and priorities raised during the meeting. He stated the motion was inadequate because it did not reflect or advance the objectives that members of the City Council had stated during the discussion. He expressed hope that any piggyback contract presented to the Council would be customized to meet the City's needs, he acknowledged skepticism that this would occur. He hoped that once the proposed contract was brought before the Council, there would be an opportunity to review, evaluate, and, if necessary, recommend changes. However, he recognized that piggyback contracts generally do not allow for further negotiation, as they are accepted on the same terms as the originating agreement. Despite these concerns, he indicated he would reluctantly vote in favor of the motion because he recognized that speed enforcement is a significant issue for the residents of Temple Terrace. Nevertheless, he concluded that he did not believe this was the appropriate approach for addressing the matter.

Council Member Chambers stated he will support this item. On the issue of a money grab, he noted he is an advocate of red-light cameras, they definitely worked, and it is not a way for the City to make money. It is a form of enforcement.

Mayor Ross commented on the piggyback versus competitive bids. He stated he is not opposed to competitive processes, they are fine, but his concern is when the agencies all have different systems and they don't work together. The systems do not all have to be the same, but when the agencies are in the same school district, that can be an incentive to use the same system. He stated that if the City can't get a contract that covers some of the things that he is concerned

about, then it needs to be reviewed again. He stated that his other concern is when Council is tempted to meddle with the procurement manual and this makes him uneasy. The City has a procurement manual and the City Manager is a stickler for that. If the Council has an issue with the procurement procedure, then that should be addressed or the procedure should be adhered to.

Council Member Kravets stated he wanted to determine what the framework was for this procurement. Since it is under \$50,000, there is complete discretion. He was trying to ensure that the Council's will is respected to go beyond the piggyback and obtain as wide a spread of vendors as possible, to have an idea of what is out on the market and receive the most competitive offer.

Council Member Kravets **Moved** to Amend this existing motion that Council instruct staff to go beyond the piggyback and look for other vendors and open up the process.

Mayor Ross stated this is a substitute motion.

Council Member Kravets stated he had made two motions in his previous motion, stating both the instruction to staff to explore beyond the piggyback and also to scope out the work. This motion is only including the first item, not the second and therefore it is not a substitute motion. It is a different new original motion, stating it was properly made.

Mayor Ross stated it is a substitute motion and asked Council Member Kravets to restate the motion so a second may be asked for.

Council Member Kravets restated his motion, **Moving** to instruct staff to go beyond the piggyback and explore other vendors for this particular project.

Mayor Ross asked for a Second. Not receiving a Second, the motion **Died for a Lack of a Second**.

Mayor Ross asked for a vote on the motion.

Vote on the motion being: Mayor Ross, Council Members Chambers, Schisler and Kravets voting "aye," Council Member Fernandez voting, "nay."

Mayor Ross noted the Ordinance will appear for a second reading and public hearing on Tuesday, August 4, 2026.

13. Council Business:

13.A. Scheduling a Special Meeting to Adopt a Tentative Millage Rate.

Mayor Ross stated Pursuant to Florida's Truth in Millage (TRIM) requirements (Section 200.065, Florida Statutes), the City Council must adopt the proposed (tentative) millage rate by resolution and certify it to the Hillsborough County Property Appraiser no later than August 4, 2026. It is recommended that City Council schedule a Special Meeting to adopt a tentative millage rate by resolution on Tuesday, July 28th at 11:00 am immediately following the Budget Workshop previously scheduled in the Council Chambers.

Council Member Fernandez asked if two hours for the budget workshop is enough time.

City Manager Baia stated that there needed to be a specific time set to take the action on adopting a tentative millage rate. The Workshop can continue after the Special meeting if needed.

Mayor Ross noted that it must be a Council meeting which means it has to have a time certain to be noticed.

Upon motion by Council Member Fernandez, seconded by Council Member Schisler, **RESOLUTION 69-26(m), ADOPTED** the Resolution, Approving to schedule a Special Meeting to adopt a tentative millage rate by resolution on Tuesday, July 28, 2026 at 11:00 a.m.

Vote on the motion being: Mayor Ross, Council Members Chambers, Fernandez, Schisler and Kravets voting "aye," no "nay."

Council Member Kravets asked if there was an update on the Sunnyside Street project and the community workshop that is to be held.

City Manager Baia stated that staff were looking at a date in August, possible the third week of August. He will finalize the schedule and provide the date to Council next week.

Public Works Director Jason Warrenfeltz stated City staff and the engineering team met with the outside consultants, one for the Brentwood Sunnyside intersection for the storm water issues and the other for the complete roadway design for Sunnyside itself. These must be merged together, and staff is in the process of completing that.

Council Member Chambers noted that there is new art in the City Hall art gallery. The Artist is Roxanne Tobaison, a local artist who has participated in the Arts Festival many years.

14. New Business and Board Reports:

Mayor Ross thanked Chief Ian Kemp and the City firefighters for stepping up on their time off and volunteering to help a family in our City who is struggling through a medical crisis and needs help sustaining their property.

15. City Manager's Report:**15.A. Confirming a Joint City Council-Planning Commission Workshop on August 17th from 4:00 to 5:30 pm at Omar K. Lightfoot Senior Center.**

City Manager Baia stated the Hillsborough County Planning Commission has invited the Temple Terrace City Council to participate in a joint workshop to discuss the progress that has been made on the comprehensive plan update. They are suggesting Monday, August 17, 2026, from 4:00 to 5:30 p.m. at the Lightfoot Center.

Brian Hill of the Marketing department stated that this workshop would be recorded and rebroadcast the next day.

Upon motion by Council Member Schisler, seconded by Council Member Fernandez, **RESOLUTION 70-26(m), ADOPTED** the Resolution, Confirming a joint City Council-Planning Commission Workshop on August 17th from 4:00 to 5:30 p.m. at Omar K. Lightfoot Senior Center.

Vote on the motion being: Mayor Ross, Council Members Chambers, Fernandez, Schisler and Kravets voting "aye," no "nay."

City Manager Baia asked to cancel the July 21, 2026 Council Meeting since there is only one presentation scheduled and two Council Members will be out of town.

Council Member Chambers asked about the schedule of the Historic Fact.

Council Member Kravets stated he is fine with skipping his turn.

Upon motion by Council Member Fernandez, seconded by Council Member Chambers, **RESOLUTION 71-26(m), ADOPTED** the Resolution, Approving to Cancel the July 21, 2026, Regular City Council meeting.

Vote on the motion being: Mayor Ross, Council Members Chambers, Fernandez, Schisler and Kravets voting “aye,” no “nay.”

City Manager Baia thanked all for the great work for July 4th events, Parks and Recreation staff and Brian Hill for his work recording the event.

Council Member Schisler stated he wanted to reiterate his confidence in the procedures and processes for the City’s bid process. He is confident and very satisfied with the methodology that the administration uses and how they handle the contract negotiations.

Council Member Kravets specified that he was not asserting that anything improper was being done in terms of the bidding processes. He gave a couple of examples that he felt had issues with the competitive process. He stated he wanted to make sure the City is using best practices.

16. City Attorney’s Report:

City Attorney Mueller stated he had one lien reduction to report at 10027 North 52nd Street. The violations were for overgrown grass, exterior walls were damaged with mildew, and a fence was in disrepair. The Municipal Code Enforcement Board (MCEB) heard the case in June of 2024 and found the property in violation and issued a \$50 a day fine until the violations were corrected. The violations were corrected on May 26, 2026. The City recouped \$257 for costs and \$1000 for the lien payment.

Adjournment:

Meeting adjourned at 7:59 p.m.

X

Andrew R. Ross
Mayor

X

Gil Schisler
Council Member

X

James Chambers
Vice Mayor

X

Alison Fernandez
Council Member

X

Erik Kravets
Council Member

Attest:

X

Lynda Sader
City Clerk

Item Cover Page

City Council Item Report

Date: August 4, 2026

From: Sheila Powers, Executive Assistant

Item Type: Resolution - Agreement/Contract

Subject: Resolution Authorizing the Acceptance of Grant Funds as part of the Pedestrian and Bicycle Safety High Visibility Enforcement and Support Program from the Institute of Police Technology and Management (IPTM)

Presenter: Jacob Carlisle, Police Captain

Recommendation:

It is recommended that the City Council approve a resolution authorizing the acceptance and expenditure of \$6,533.45 under the Pedestrian and Bicycle Safety High Visibility Enforcement and Support Program grant award and authorize the City Manager to execute the Letter of Agreement and Contract on behalf of the City.

Discussion:

The Temple Terrace Police Department is steadfast in its commitment to enhancing pedestrian and bicycle safety within our community. Our core mission in this regard revolves around imparting knowledge and awareness to the public, encompassing both pedestrians and motorists. We place a special emphasis on imparting relevant traffic laws and potential violations, with a specific focus on curtailing illegal street crossings. Our ultimate objective is to foster constructive relationships with individuals who travel on foot, bicycle, or operate vehicles within the jurisdictional boundaries of the City of Temple Terrace.

The police department has been awarded a reimbursement grant not to exceed \$6,533.45 from the Institute of Police Technology and Management to participate in their Pedestrian and Bicycle Safety High Visibility Enforcement and Support Program. This program will allow the police department to pay overtime to officers who participate in high-visibility education and enforcement details, focusing on the reduction of traffic crashes involving bicyclists and pedestrians at two predetermined locations within the City. The identified locations include all areas located within the jurisdictional boundaries of Temple Terrace on E. Busch Boulevard from North 52nd Street to South Greenfield Avenue and 56th Street North from S. Riverhills Drive to E. Serena Drive. These locations were selected and approved by the Florida Department of Transportation in consultation with the City of Temple Terrace Police Department.

Subject to Council approval, the police department will strategically deploy officers to the aforementioned predetermined areas. These officers will engage in high-visibility education and enforcement initiatives, working diligently to decrease traffic accidents, and create a safer environment for bicyclists and pedestrians navigating our roadways.

Resolution/Ordinance Information:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING THE ACCEPTANCE AND EXPENDITURE OF REIMBURSEMENT GRANT FUNDS NOT TO EXCEED \$6,533.45 UNDER THE PEDESTRIAN AND BICYCLE SAFETY HIGH VISIBILITY ENFORCEMENT AND SUPPORT PROGRAM GRANT AWARD; APPROVING USE OF GRANT MONEY FOR OVERTIME; APPROVING PAYMENT FROM ACCOUNT "POLICE PATROL OVERTIME"; AUTHORIZING THE CITY MANAGER TO EXECUTE THE LETTER OF AGREEMENT AND CONTRACT; PROVIDING AN EFFECTIVE DATE.

Appropriation Code:

001-1421-521.14-11

Requirements:

Resolution

Cost:

\$6,533.45

Attachments:

1. Resolution- HVE Grant V3
2. Contract Approval Temple Terrace PD

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING THE ACCEPTANCE AND EXPENDITURE OF REIMBURSEMENT GRANT FUNDS NOT TO EXCEED \$6,533.45 UNDER THE PEDESTRIAN AND BICYCLE SAFETY HIGH VISIBILITY ENFORCEMENT AND SUPPORT PROGRAM GRANT AWARD; APPROVING USE OF GRANT MONEY FOR OVERTIME; APPROVING PAYMENT FROM ACCOUNT “POLICE PATROL OVERTIME”; AUTHORIZING THE CITY MANAGER TO EXECUTE THE LETTER OF AGREEMENT AND CONTRACT; PROVIDING AN EFFECTIVE DATE.

Whereas, the Temple Terrace Police Department is steadfast in its commitment to enhancing pedestrian and bicycle safety within our community; and

Whereas, since the Temple Terrace Police Department’s core mission revolves around imparting knowledge and awareness to the public, encompassing both pedestrians and motorists, we place a special emphasis on enforcing relevant traffic laws and preventing violations, with a specific focus on illegal street crossings; and

Whereas, the Temple Terrace Police Department’s ultimate objective is to foster relationships among individuals who travel on foot, by bicycle, or operate vehicles within the jurisdictional boundaries of the City of Temple Terrace; and

Whereas, the Temple Terrace Police Department applied for and has been awarded a reimbursement grant not to exceed \$6,533.45 as part of the Pedestrian and Bicycle Safety High Visibility Enforcement and Support Program offered by the Institute of Police Technology and Management (IPTM); and

Whereas, the Temple Terrace Police Department intends to use the grant funds to fund overtime operations focused on high-visibility education and enforcement for bicyclists and pedestrians; and

Whereas, the overtime pay will be paid from account 001-1421-521.14-11 (Police Patrol Overtime).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, that:

1. The acceptance of the grant funding, not to exceed \$6,533.45, from the Institute of Police Technology and Management (IPTM) is approved.
2. Use of the reimbursement grant to pay overtime for operations focused on high- visibility education and enforcement is approved.
3. Payment for that overtime from account 001-1421-521.14-11 (Police Patrol Overtime) is approved.

4. The City Manager is authorized to execute the Letter of Agreement and Contract on behalf of the City.
5. This resolution becomes effective immediately upon adoption.

Passed and Adopted by the City Council of the City of Temple Terrace, Florida, this 4th Day of August 2026.

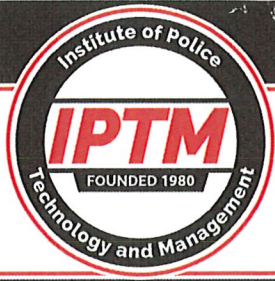
(Corporate Seal)



Andrew Ross, Mayor
Chair of the City Council

Attest:

Lynda Sader
City Clerk



Institute of Police Technology and Management

University of North Florida
12000 Alumni Drive | Jacksonville, Florida 32224
Phone: (904) 620-4786 | Fax: (904) 620-2453
www.iptm.org

July 1, 2026

Mr. Chris Craig
Traffic Safety Administrator
Florida Department of Transportation
605 Suwannee Street, MS 53
Tallahassee, Florida 32399

RE: Pedestrian and Bicycle Safety High Visibility Enforcement and Support Program
Project Number: 433144-1-8404
Contract Number: G3P01

Dear Mr. Craig,

We are requesting subcontract approval under the aforementioned subgrant agreement. The request is for approval of a contractual services agreement between IPTM and City of Temple Terrace in the amount of \$6,533.45. Under the contract, Temple Terrace Police Department will conduct overtime high visibility education and enforcement operations through May 7, 2027.

I appreciate your consideration of this request.

Sincerely,

A handwritten signature in purple ink, appearing to read "Angel Williams", is written over the word "Sincerely,".

Angel Williams
Coordinator

Attachment

Letter of Agreement and Contract

In this contract between the City of Temple Terrace ("Agency") and University of North Florida Training and Services Institute, Inc., d/b/a Institute of Police Technology and Management ("IPTM"), a direct support organization of the University of North Florida ("University"), the Agency shall perform the services as outlined in the scope of services (Exhibits A & B). The contract period will begin upon execution and will end on May 7, 2027.

Total contract amount will not exceed \$6,533.45

The parties to this contract shall be bound by all applicable state and federal requirements as outlined in Florida Department of Transportation (FDOT) Project # 433144-1-8404, FDOT Contract # G3P01. All services must be completed by May 7, 2027. The final invoice must be received by June 4, 2027 or payment will be forfeited.

It is expressly understood that the Agency is an independent contractor, and not an agent of the FDOT or the University of North Florida. The FDOT and the University's ("State Agencies" or individually "State Agency") respective total liability in negligence or indemnity for acts of its employees or officers shall not exceed the limits of their waiver of sovereign immunity provided under Section 768.28, Florida Statutes. The FDOT, the University, and the Agency shall each be responsible for its own attorney fees in the event of a dispute.

To the fullest extent permitted by law, the Agency shall indemnify and hold harmless IPTM and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and IPTM's sovereign immunity.

Agency is a subdivision, as defined in Section 768.28, Florida Statutes, and Agency agrees to be fully responsible only to the extent provided by Section 768.28, Florida Statutes, for the negligent or wrongful acts or omission of any employee of the Agency while the employee is acting within the course and scope of the employee's employment, and for any damages proximately caused by said acts or omissions or torts.

Nothing herein shall be construed as consent by a State Agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this contract. No State Agency or subdivision indemnifies any other party or person beyond the extent permitted under the law, no matter what the circumstances. Nothing herein shall be construed as a waiver by the FDOT, the University, and the Agency of any rights or limits to liability existing under Section 768.28, Florida Statutes.

In accordance with the contract, the Agency is authorized to perform the tasks detailed in the scope of services (Exhibits A & B) and is fully responsible for satisfactory completion of all services. Services performed prior to receiving an executed contract from the University will not be eligible for reimbursement. This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

This is a cost reimbursable contract. To be eligible for reimbursement, all costs must be allowable pursuant to state and federal expenditure laws, rules and regulations and must be essential to the successful completion of the tasks identified in this contract for services.

If a cost benefits more than one project, a determination must be made and documentation provided to support that the cost is distributed in a reasonable and consistent manner across all benefiting projects.

CANCELLATION: This contract may be unilaterally cancelled by FDOT or the University for refusal by the Agency to allow public access to all documents, papers, letters, or other material made or received by the Agency in conjunction with this contract, unless Florida law provides that the records are confidential and/or exempt from the disclosure requirements of section 24(1) of Article 1 of the state constitution and section 119.07(1), Florida Statutes.

EXHIBIT "A"

SCOPE OF SERVICES PEDESTRIAN AND BICYCLE SAFETY HIGH VISIBILITY EDUCATION AND ENFORCEMENT CAMPAIGN

I. **OBJECTIVE:**

The Florida Department of Transportation ("FDOT"), through a subgrant with University of North Florida ("University"), will utilize law enforcement support to reinforce safe pedestrian, bicyclist, and driver behaviors in priority counties in Florida. The goal of this effort is to reduce traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists using high visibility education and enforcement details.

II. **PURPOSE:**

In 2024, 3,098 people lost their lives in traffic crashes on Florida's roadways. More than 21% of them were pedestrians (678) and more than 6% were bicyclists (209).

The **Purpose** of this funding opportunity is to develop and implement effective community level High Visibility education and enforcement details in areas with the highest representation of traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists.

The project **Goal** is to mitigate crashes by increasing awareness of and compliance with traffic laws that protect the safety of pedestrians and bicyclists on Florida's roads.

Pedestrians and bicyclists are more vulnerable than all other road users. Traffic crashes involving pedestrians and bicyclists are more likely to result in fatal or serious injuries than any other types of traffic crashes.

Speed, impairment, and distractions contribute to unsafe conditions for pedestrians and bicyclists and may be included in enforcement operations where there is data to support the need for these interventions to improve the safety of pedestrians and bicyclists.

Pedestrian decoys may only be included in enforcement operations to improve driver yield rates at mid-block crossing locations to improve the safety of pedestrians and bicyclists.

This campaign is a component of Florida's Bicycle/Pedestrian Focused Initiative and is implemented by the Institute of Police Technology and Management (IPTM) under the direction of the Florida Department of Transportation (FDOT). This campaign supports the goals established in Florida's Pedestrian and Bicycle Strategic Safety Plan. High Visibility Enforcement activities are being implemented to mitigate crashes by educating pedestrians, bicyclists, and motorists on traffic laws pertaining to pedestrian and bicycle safety and increasing compliance with those laws.

III. **IPTM RESPONSIBILITIES:**

IPTM will provide the required training/training materials, a copy of Florida's Pedestrian and Bicycle Strategic Safety Plan, and educational materials to the Agency for distribution during enforcement operations upon contract execution. Additional educational materials, bicycle lights, and electronic media may be requested by the Agency but are subject to availability. IPTM reserves the right to review and audit the Agency's compliance with the terms of this Letter of Agreement and Contract. IPTM also reserves the right to reduce the amount of funding allocated under this Letter of Agreement and Contract when it is determined that the Agency will be unable to properly utilize the full funding amount as outlined herein.

IV. **AGENCY SERVICES AND RESPONSIBILITIES:**

Agency will provide high visibility education and enforcement of all road users, including pedestrians, bicyclists, and motorists, to change behaviors and improve the safety of pedestrians and bicyclists. Agency will conduct on-street education and enforcement details at pre-approved locations within pre-approved times and distribute educational materials with each contact. Education is the preferred method of behavior correction. Warnings and/or citations to pedestrians, bicyclists, and motorists will be guided by

the Agency's policies and procedures and must comply with Florida law. These operations are designed to reach more than just the individuals who are stopped or contacted, they should also be highly visible to anyone driving, walking, or biking in the area in a way that associates the enforcement activity with the safety awareness campaign. The Agency shall record all detail activity that documents the education and enforcement outputs for each detail conducted during the contract period using the provided online platform.

To be reimbursable, activities conducted by the Agency must meet the requirements listed in this Letter of Agreement and Contract to include the following:

- Operations must begin within 60 days of the contract execution date. Exceptions require the approval of IPTM.
- Only overtime hours for sworn law enforcement officers are eligible for reimbursement (non-sworn civilian personnel are not eligible unless explicitly approved in writing by IPTM).
- Operations must be highly visible to anyone driving, walking, or biking in the area. It is strongly suggested that operations include a combination of high visibility elements with a coordinated media awareness campaign similar to those used in sobriety checkpoints or other enforcement mobilizations.
- Funds may not be used to supplant the Agency's enforcement and educational efforts funded by other local, state, or federal sources. Duplicated efforts are not eligible for reimbursement.
- Agency will not be reimbursed for education and enforcement details that take place at locations outside of those pre-approved by the FDOT and outlined in Exhibit C of this agreement.
- Agency will not be reimbursed for education and enforcement details that take place outside of the day(s) and times of day pre-approved by the FDOT and outlined in Exhibit C of this agreement (each detail location may have different pre-approved days and times of day).

Minimum Level of Service

Agency shall conduct highly visible education and enforcement operations at each of the identified locations outlined in Exhibit C of this agreement, prioritizing efforts towards higher ranked (Tier 1) locations.

☒ Both Tier 1 and Tier 2 locations: Tier 1 locations shall be worked from contract execution through May 7, 2027. Tier 2 locations can be worked in addition to Tier 1 locations from February 1, 2027 through May 7, 2027.

☐ Only Tier 2 locations shall be worked from contract execution through May 7, 2027.

A minimum of two (2) media engagements should be conducted in conjunction with these high visibility enforcement operations during the contract period.

Agency performance will be evaluated based on their prioritization of enforcement details to areas with the highest representation of traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists and on the visibility of the mobilization.

- Agency will not be reimbursed for administrative time, travel time, meal breaks or other hours that are not for participation in the education and enforcement overtime details aimed at reducing traffic crashes resulting in serious or fatal injuries to pedestrians or bicyclists, or attendance at required training outside of the training requirement listed within this contractual service agreement.
- Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.), unless there are extenuating circumstances at the end of a shift

that causes the hours to exceed this limit. **Extenuating circumstances must be documented in the activity report.** There is no pay period limit.

- Officer training is mandatory. For their overtime hours to be reimbursable, officers working the education and enforcement details must first complete the required four-hour training course titled *"Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices."* To remain eligible, officer "refresher training" is required for any officer who completed the four-hour training course titled *"Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices"* **prior to June 30, 2025.** The refresher training class titled *"Pedestrian & Bicycle Safety: A Law Enforcement Review"* is not a substitute for the 4-hour classroom course for initial eligibility into this program.
- Agency may be reimbursed for a limited number of sworn law enforcement officers to attend the required four-hour training course titled *"Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices"* or the two (2) hour online refresher training course titled *"Pedestrian & Bicycle Safety: A Law Enforcement Review"*. For their overtime hours to be reimbursable, attendance at the training must be within the contract period and must be on overtime status. Although every sworn law enforcement officer may attend the training, overtime reimbursement is limited to those officers who will actually take part in education and enforcement details.
- Public awareness is a key element of the high visibility enforcement model. The Agency is strongly encouraged to distribute a minimum of two (2) media releases during the contract period. The first media release announcing that operations are beginning should be distributed a minimum of seven (7) days in advance of the first education/enforcement detail. The second media release should include a reminder that details are ongoing. This second media release should be distributed approximately halfway through the contract period. Additional media engagement is also encouraged throughout the contract period. Media releases may include social or digital media but must also be distributed through local media outlets. Proof of media engagement should be provided within 30 days of the press release or news report.
- The Agency shall distribute the provided safety educational materials during all education and enforcement details. Materials will be provided to Agency free of charge for this purpose.
- Agency may elect to participate in bicycle light distribution to improve nighttime visibility and compliance with F.S. 316.2065(7). A Bicycle Light Distribution Assurance Form provided by IPTM is required for each bicycle light set that is distributed. The required documentation must be signed by the officer and submitted to IPTM or through the provided online platform along with the detail report for the period in which the lights were distributed.
- Invoice submissions must document that each officer was on overtime status while working the education and enforcement details in order to be eligible for reimbursement.

HIGH VISIBILITY ENFORCEMENT (HVE)

All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this contractual service agreement.

High Visibility Enforcement is defined as:

- Intense:** Enforcement activities are over and above what normally takes place.
- Frequent:** Enforcement occurs often enough to create general deterrence.
- Visible:** A majority of the public sees or hears about the enforcement.
- Strategic:** Enforcement targets high-risk locations during high-risk times.

APPROVED PERSONNEL LIST

Prior to commencing the services outlined under this contract, Agency must submit a list of personnel authorized to participate in overtime details under this agreement through the provided online platform. The name and fully loaded hourly overtime rates to be used for each officer must be submitted. The overtime rates may include the costs of hourly overtime plus associated fringe benefits paid upon the overtime. Only hours from officers listed shown on the authorized personnel list are eligible for reimbursement under this agreement. The authorized personnel list shall be updated as needed to add officers and update overtime pay rates.

METHOD OF COMPENSATION/PAYMENT SCHEDULE

Invoices must be submitted at least monthly (every 30 days), beginning within 90 days of the contract execution date. Invoices must contain the following:

- **Invoice** to include summary of hours charged and total due.
- **Payroll documentation:** Agency must submit payroll documentation to accompany each invoice. This payroll documentation should clearly indicate that the detail hours worked under this contract were on overtime status along with the overtime rates that were paid. As this is a cost-reimbursable contract, IPTM can only reimburse the Agency for an amount up to the total costs incurred for the overtime worked; therefore, Agency must include either a pay stub or payroll ledger documenting payment to each officer for which reimbursement is requested. It is the responsibility of the Agency to redact any personally identifiable information such as Social Security numbers prior to submission.

The overtime pay rate for personnel shall be based on the actual cost per employee in accordance with the agency's payroll policy. Each agency shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment and its own policies and procedures, insofar as those policies apply uniformly to both federally financed and other activities of the agency, as required by 2 CFR 200.403(c). Additional hours may be called overtime, call-out, off duty, extra, additional, etc.

As part of the "fully burdened" overtime costs, the agency can be reimbursed for the additional benefit costs paid on the overtime worked. These benefit costs must be additional costs incurred specifically as a result of the overtime being reimbursed. These benefits may include associated portions of FICA (Social Security and Medicare), Worker's Compensation, Retirement benefits, and fixed shift differential costs. Prorated portions of leave accrual, health/life insurance, uniform allowance, vehicle usage, salary incentive, and other standard benefits cannot be reimbursed as they are not additional costs incurred specifically as a result of the overtime worked.

- **Detail Activity:** Agency shall record detail activity that documents the education and enforcement outputs for each detail conducted through the provided online platform. The activity will document that each detail conducted meets the minimum level of service as outlined in this agreement and show the officers assigned, date, days and/or times, location, contacts made, number of materials distributed, and the numbers of educational contacts, warnings and citations issued to motorists, pedestrians, and bicyclists for each statute. Detail Activity submissions shall be consistent with the corresponding invoices and payroll documentation.

All invoices must be submitted through the provided online platform. In case the provided online platform is unavailable, invoice documentation can be sent electronically to ped.bike.safety@iptm.org.

All requests for reimbursement shall be signed by an Authorized Representative of the Agency, or their delegate.

The University has 40-days to review and process invoices for services. This process begins on the date the Agency invoice is received, inspected, and approved. Invoices may be returned if not completed properly. If a payment is not available within 40 days from the University approval, a separate interest

penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to a Agency because of Agency preparation errors will result in a delay in the payment and is not subject to the interest penalty. The Agency payment requirements do not start until a properly completed financial reimbursement request is provided to the University.

FINANCIAL CONSEQUENCES

Payment shall be made only after receipt and approval of services provided. If the University determines that the performance of the Agency does not comply with the contract requirements, the University shall notify the Agency of the deficiency to be corrected, and the correction shall be made within a timeframe to be specified by the University. If the deficiency is subsequently resolved, the University agrees to pay the invoice(s) for the unpaid amount(s) during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of this contractual service agreement.

PRE-APPROVED HVE LOCATIONS

Education and enforcement overtime details are only authorized at locations (specific intersections, corridors, and/or regions) that have been pre-approved by the FDOT. Agency may not be reimbursed for efforts conducted at locations that have not been pre-approved, that take place prior to the date of the approval of this agreement, or that do not comply with the minimum level of service as outlined in this agreement.

Maximum number of officers permitted at pre-approved locations:

- 0.5 mile or less - 3 officers permitted
- 0.51 miles to 0.75 miles – 5 officers permitted
- 0.76 miles or more – 8 officers permitted

The Agency will not be eligible for reimbursement for officers that exceed the maximum number permitted.

Each pre-approved location will have clearly defined boundaries; day(s) and times of day in which the overtime details can be worked and will be outlined in Exhibit C.

REQUESTS FOR ADDITIONAL FUNDING

The Agency may request an increase to the total funding amount of this contract during the contract period. If the funding is available, the increased funding request may be considered if the Agency has:

- satisfied all of the provision listed within this contract
- submitted timely invoices and record of detail activity submissions
- conducted HVE overtime detail efforts in a manner that supports the stated goal
- expended 80% or more of the current contract funding amount
- pedestrian and bicyclist crash circumstances within the Agency's jurisdiction support the increased funding amount

Increased funding will be based upon availability and must be approved by the FDOT.

Increased funding will be accomplished through an amendment to this contract which must be signed by the FDOT, Agency, and IPTM.

Requests for increased funding must be submitted to IPTM and received on or before February 27, 2027.

NON-DISCRIMINATION AND ETHICAL STANDARDS

No person shall, on the ground of race, color, religion, sex, handicap, or national origin, be subjected to discrimination under any program or activity supported by this contract. The agency agrees to comply with the Florida Civil Rights Act (F.S. 760)

http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0700-0799/0760/0760.html

All officers participating in High Visibility Enforcement activities are required to comply with the Law Enforcement Officer Ethical Standards of Conduct as established by the Florida Department of Law Enforcement. <https://www.fdle.state.fl.us/Content/CJST/Menu/Officer-Requirements-Main-Page/LE-Ethical-Standards-of-Conduct.aspx>

CORE ACTIVITY PERFORMANCE MEASURES / MINIMUM LEVEL OF SERVICE TO BE PERFORMED AND CRITERIA FOR EVALUATING SUCCESSFUL COMPLETION.

Each law enforcement agency is encouraged to complete all of the tasks as outlined within this contract. All agencies are required to complete a minimum of (80%) eighty percent of contracted efforts within the contract period to be eligible for "agency of the year award" consideration. Each successive fiscal year, agencies will be prioritized for funding based on percentage of performance expectations that were met.

CONSEQUENCES FOR NON-PERFORMANCE

If the Agency is unable to properly utilize the full funding amount as outlined herein, the amount of funding for subsequent periods may be reduced. In the event that the required services are in dispute, the invoice may be pro-rated, reduced, or payment withheld until adequate documentation is provided to support the completion of such services and the dispute is resolved. If requirements are not met, the invoice will be pro-rated and payment will only be made for services that were completed as outlined in this agreement. Failure to submit invoices, detail activity reports, or other deliverables as outlined in this contract may result in termination of the agreement.

EXHIBIT "B"

EFFORT SUMMARY

FLORIDA'S PEDESTRIAN AND BICYCLE FOCUSED INITIATIVE HIGH VISIBILITY ENFORCEMENT CAMPAIGN

QUANTIFIABLE, MEASURABLE, AND VERIFIABLE DELIVERABLES

- A minimum of two (2) media engagements should be conducted in conjunction with these high visibility enforcement operations during the contract period.
- Detail Activity Reports shall be submitted for each education and enforcement detail worked.
- Bicycle Light Distribution Assurance Forms shall be submitted for each bicycle light kit distributed.
- Invoices shall be submitted for each month or payroll period in which overtime details were performed beginning the month following contract execution.

PERFORMANCE MEASURES

Proof of performance documentation shall be submitted. This includes, but is not limited to, the following:

- Detail Activity Submissions
- Proof of media engagements
- Proof of overtime hours worked

BUDGET/COST ANALYSIS

- The name and fully loaded hourly overtime rates to be used for each officer must be submitted.
- The overtime rates may include the costs of hourly overtime plus associated fringe benefits paid upon the overtime.
- Only hours from officers listed and shown on the authorized personnel list are eligible for reimbursement under this agreement.
- Only overtime hours for sworn law enforcement officers are eligible for reimbursement (non-sworn civilian personnel are not eligible unless explicitly approved in writing by IPTM).
- Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.).
- Only maximum number of officers permitted at pre-approved locations are eligible for reimbursement under this agreement.
- Payroll documentation should clearly indicate that the detail hours worked under this contract were on overtime status along with the overtime rates that were paid.
- ☒ Both Tier 1 and Tier 2 locations: Tier 1 locations shall be worked from contract execution through May 7, 2027. Tier 2 locations can be worked in addition to Tier 1 locations from February 1, 2027 through May 7, 2027.
☐ Only Tier 2 locations shall be worked from contract execution through May 7, 2027.
- Payment shall be made only after receipt and approval of services provided.

Total contract amount not to exceed: \$6,533.45

EXHIBIT "C"

Locations for Temple Terrace Police Department
Florida’s Pedestrian and Bicycle Focused Initiative
High Visibility Enforcement Campaign

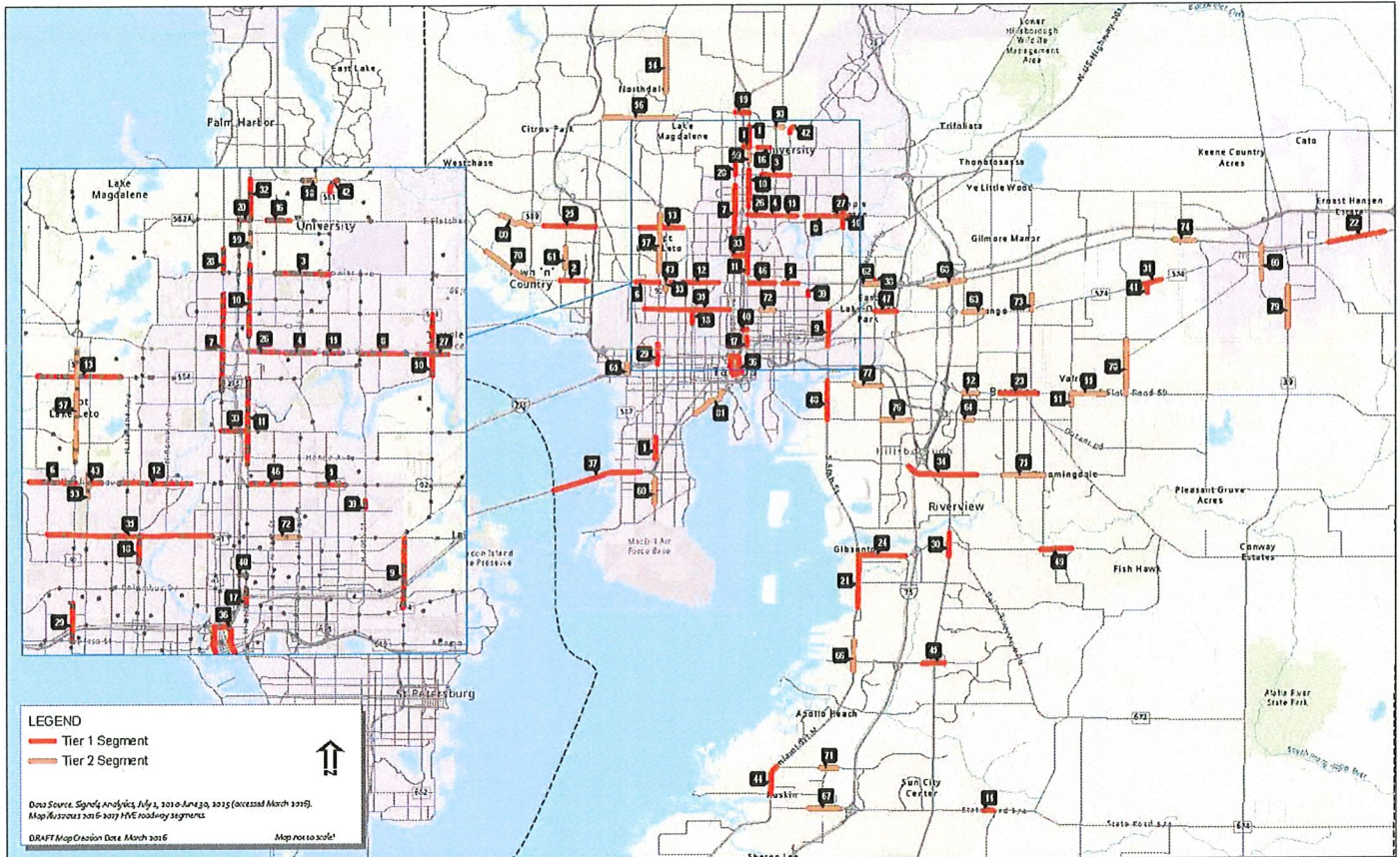
HILLSBOROUGH COUNTY PEDESTRIAN/BICYCLE HIGH CRASH SEGMENTS

Rank	Roadway Name	From	To	Length (miles)	Tier	Time Range		Day of the Week
						From	To	
27	E BUSCH BOULEVARD	N 52nd STREET	S GREENFIELD AVENUE	0.58	1	1600	800	Tuesday, Wednesday, Thursday, Friday, Saturday, and Sunday
50	56TH STREET N	S RIVERHILLS DRIVE	E SERENA DRIVE	1.16	1	2100	800	Wednesday, Saturday, and Sunday

Data Source: Signal 4 Analytics 7/1/2020 to 6/30/2025 (downloaded February 2026). Table lists roadway segments with high representation of traffic crashes resulting in serious injuries and fatalities to pedestrians and bicyclists.

EXHIBIT "C"

2026-2027 HIGH VISIBILITY ENFORCEMENT PROGRAM - HILLSBOROUGH COUNTY PEDESTRIAN/BICYCLE SEGMENTS



Letter of Agreement and Contract

Execution of Agreement. This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

**University of North Florida Training and Services Institute, Inc.
d/b/a Institute of Police Technology and Management**

George Androuin, Assistant Vice President

Date

Cameron Pucci, Director

Date

AGENCY ACKNOWLEDGEMENT: By signing below, I certify that I have read the entire document, agree to abide by the pricing and all terms and conditions of this Letter of Agreement and Contract, and that I am authorized to sign for the Agency.

Agency Name: City of Temple Terrace

Address: 11250 North 56th Street, Temple Terrace, FL 33617

Agency's Authorized Agent Signature

Date

Printed Name

Title

DocuSigned by:


B67DEAD507C2E4...
FDOT APPROVAL

07/15/2026 | 1:26 PM EDT
Date

Exhibit "D"

FY2026 - Subcontract Agreement Required Federal Clauses, Per Part V

- i. The parties to this subcontract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project # 433144-1-8404, FDOT Contract #G3P01. A final invoice must be received by June 4, 2027 or payment will be forfeited.
- ii. **Buy American Act.** The Buy America Act prohibits the use of Federal highway safety grant funds to purchase any manufactured product or software/information technology systems whose unit purchase price is \$5,000 or more, including motor vehicles, that is not produced in the United States. NHTSA and/or FHWA may waive those requirements if (1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall Project contract by more than 25 percent.
- iii. **Certification Regarding Federal Lobbying.** The subcontractor certifies, to the best of his or her knowledge and belief, that:
 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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.
 2. If any funds other than Federal appropriated funds have been paid or will 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. 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 31 U.S.C 1352. 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.
- iv. **Cooperation with the Inspector General.** It is the duty of every subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this Agreement. Section 20.055(5), F.S.
- v. **DBE Assurance.** The consultant or contractor and subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Subrecipient or the Department deems appropriate.
- vi. **E-Verify.** Any subcontractors performing work or providing services pursuant to the subgrant agreement are required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Agreement.

- vii. **Nondiscrimination.** During the performance of this subcontract, the Subcontractor agrees:
1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time
 2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein
 3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT, NHTSA, or FHWA
 4. That, in the event a Subcontractor fails to comply with any nondiscrimination provisions in this subgrant, the Subrecipient will have the right to impose such subgrant sanctions as it or NHTSA and/or FHWA determines are appropriate, including but not limited to withholding payments to the Subcontractor under the contract/agreement until the Subcontractor complies; and/or canceling, terminating, or suspending a contract or funding agreement, in whole or in part.
- viii. **Clean Air Act and Federal Water Pollution Control Act.** Subcontracts for amounts in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) as amended, and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- ix. **Integrity Certification.** The Subcontractor certifies that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subcontractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subcontractor shall provide to the Department immediate written notice if at any time the Subcontractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- x. **Contract Work Hours and Safety Standards Act.** All subcontracts in excess of \$100,000 that involve the employment of mechanics or laborers must 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 must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 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 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 must 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.
- xi. **Indemnification and Insurance.** To the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, F.S., the Subcontractor shall indemnify and hold harmless the Subrecipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity.

- xii. **Policy on Banning Text Messaging While Driving Act.** In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, subcontractors are encouraged to:

Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official business or when performing any work on behalf of the Subrecipient agency and/or the Government.

Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting and driving.

Insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that are \$15,000 or more.

- xiii. **Human Trafficking.** The Subcontractor agrees that it and its employees that perform any work on the subcontract shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the subcontract.

- xiv. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** The Subcontractor agrees to take the following affirmative steps to assure that minority businesses, women's business enterprise, and labor surplus are used when possible:

1. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. 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;
4. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Use 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
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

- xv. **Termination for Convenience.** In accordance with Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, either Party may terminate this Agreement for convenience upon thirty (30) calendar days' advance written notice to the other Party. Termination of this Agreement, as such, will not affect payment for services satisfactorily furnished prior to the termination.

Item Cover Page

City Council Item Report

Date: August 4, 2026

From: Jeannie Barlow, Senior Executive Assistant

Item Type: Resolution - Agreement/Contract

Subject: Resolution Approving an Amendment to a Hillsborough County Interlocal Cooperation Agreement for Participation in CDBG Programs as part of the Urban County Program

Presenter: Carlos Baia, City Manager

Recommendation:

It is recommended that City Council adopt a resolution approving an amendment to a Hillsborough County Interlocal Cooperation Agreement for participation in CDBG programs as part of the Urban County Program.

Discussion:

Hillsborough County receives funding from the US Department of Housing and Urban Development on an annual basis under the Community Development Block Grant Program. The federal program was enacted by Congress in 1974 and has been a reliable source of funding for cities for almost fifty years. As an urbanized county within a Standard Metropolitan Statistical Area, Hillsborough County receives funding each cycle, based upon a formula that reflects age and condition of housing, poverty levels and similar characteristics. The amount of funding is based upon census data and congressional budgets.

The City of Temple Terrace, as part of the urbanized county, has the option of participating in the Urban County program or participating in a statewide competitive program. By participating in the Urban County program, the City receives a portion of the County's annual funding every year. While the City could apply for State funding independent of the County, there is always the risk that the City's application would not be favorably considered, resulting in the City receiving no funding. For that reason, the City participates in the Urban County program and receives funding annually.

In July 2014 through Resolution 077-14, the City of Temple Terrace executed an Interlocal Cooperation Agreement with Hillsborough County indicating the City's desire to participate in the CDBG Grant program as part of the Urban County program. This agreement has remained in effect since that time and automatically renews every three years unless the City sends written notice to the County to terminate the agreement.

Occasionally, the Hillsborough County Affordable Housing staff perform periodic reviews of the original agreement and prepare amendments for the City's consideration.

The County notified the City in June of its intent to amend the Interlocal Cooperation Agreement to comply with HUD Notice CPD-26-08. The amendment clarifies the City's and Hillsborough County's shared responsibility to administer Community Development Block Grant (CDBG) activities in compliance with all applicable federal civil rights, fair housing, disability access, and age discrimination laws. It establishes a fixed three-year agreement covering Federal Fiscal Years 2027 through 2029, during which neither party may withdraw or be removed from the program. HUD has modified the "auto-renewal" process for urban county agreements and no longer allows for indefinite renewals. After this year's renewal, a new 3-year agreement must be executed, and the agreement may only provide for one 3-year auto-renewal. The amendment also requires that any future changes to the agreement be filed with the Clerk of the Circuit Court of Hillsborough County and that both parties adopt any HUD-required revisions to maintain program eligibility. In addition, it prohibits the sale, trade, or transfer of CDBG funds to other local governments in exchange for cash, credits, or other non-federal consideration, ensuring that all funds are used only for eligible community development activities.

Attached is the amended Interlocal Cooperation Agreement. Upon receipt of the executed agreement, the County will submit the amended agreement to the Board of County Commissioners for consideration and approval at a BOCC meeting.

Resolution/Ordinance Information:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING AN AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF TEMPLE TERRACE AND HILLSBOROUGH COUNTY; PROVIDING AN EFFECTIVE DATE.

Appropriation Code:

Requirements:

Resolution

Cost:

Attachments:

1. Resolution Approving Amendments to Interlocal Cooperation Agreement-HUD-Urban County
2. Amend to TT Interlocal Coop Agrmt 2026 v2

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING AN AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF TEMPLE TERRACE AND HILLSBOROUGH COUNTY; PROVIDING AN EFFECTIVE DATE.

Whereas, in July 2014, the City of Temple Terrace entered into an Interlocal Cooperation Agreement with Hillsborough County through Resolution 077-14 to provide for inclusion of the City's population in the County's Community Development Block Grant (CDBG) application to the US Department of Housing and Urban Development (HUD) thereby enabling the County to qualify as an Urban County eligible to receive CDBG entitlement grants; and

Whereas, the Agreement provides that the City and County agree to adopt any amendment to the Agreement necessary to meet the requirements for cooperation agreements set forth in a HUD Urban County Qualification Notice applicable for a subsequent three-year urban qualification period and to submit such amendment to HUD; and

Whereas, the County is required by HUD to requalify in 2026 as an Urban County for fiscal years 2027-2029; and

Whereas, HUD, through its Community Planning and Development Notice CPD-26-08, has determined that after this year's renewal, a new 3-year agreement must be executed, and the new agreement may only provide for one 3-year automatic renewal; and

Whereas, the City and County agree that the Agreement should be amended to comply with HUD Community Planning and Development Notice CPD-26-08, which is applicable to the Urban County qualification process for fiscal years 2027-2029.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, that:

1. The Amendment to the Interlocal Cooperation Agreement between the City of Temple Terrace and Hillsborough County, attached as Exhibit 1, is approved.
2. The City Manager is directed to take such actions as are necessary to comply with the terms of the Amended Agreement.
3. This Resolution shall become effective immediately upon adoption.

Passed and adopted by the City Council of the City of Temple Terrace, Florida, this 4th day of August 2026.

(Corporate Seal)



X

Andrew Ross, Mayor
Chair of the City Council

Attest:

X

Lynda Sader
City Clerk

**AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT
BETWEEN
THE CITY OF TEMPLE TERRACE
AND
HILLSBOROUGH COUNTY**

This Amendment to Interlocal Cooperation Agreement (“2026 Amendment”) is made and entered into this _____ day of _____, 2026 (“Amendment Effective Date”), by and between the **CITY OF TEMPLE TERRACE**, a municipal corporation organized and existing under the laws of the State of Florida (“City”), and **HILLSBOROUGH COUNTY**, a political subdivision of the State of Florida (“County”), hereafter together referred to as the “Parties” and each individually as a “Party,” pursuant to Section 163.01, Florida Statutes.

RECITALS:

WHEREAS, the County and the City entered into an Interlocal Cooperation Agreement on or about July 16, 2014, as effective on July 18, 2014, and as amended on August 2, 2023 (as amended, the “Agreement”), to provide for inclusion of the City’s population in the County’s Community Development Block Grant (“CDBG”) application to the U.S. Department of Housing and Urban Development (“HUD”) and thereby enable the County to qualify as an urban county eligible to receive a CDBG entitlement grant; and

WHEREAS, the Agreement provides that the City and County agree to adopt any amendment to the Agreement necessary to meet the requirements for cooperation agreements set forth in an HUD Urban County Qualification Notice applicable for a subsequent three-year urban qualification period, and to submit such amendment to HUD; and

WHEREAS, the County is required by HUD to requalify in 2026 as an urban county for Fiscal Years 2027-2029; and

WHEREAS, the Agreement provides for an automatic renewal of the Agreement for successive three-year qualification periods to coincide with the HUD Urban County Qualification Program, unless either Party elects not to participate, and the Parties have elected to renew the Agreement under this provision; and

WHEREAS, HUD Community Planning and Development Notice CPD-26-08, which is applicable to the 2026 urban county qualification process for Fiscal Years 2027-2029, provides that after 2026, only one 3-year automatic renewal will be allowed in a cooperation agreement; and

WHEREAS, the City and the County agree that the Agreement should be amended to comply with CPD-26-08.

NOW, THEREFORE, the County and the City agree as follows:

1. The Recitals above are true and correct and are incorporated herein by reference.
2. The Agreement, as amended by this 2026 Amendment, is hereby renewed for the three-year Urban County Qualification period for Federal Fiscal Years 2027, 2028 and 2029. As provided herein, this will be the final automatic renewal of the Agreement.
3. Section 2.a. of the Agreement is deleted in its entirety, and replaced with the following:

“2. Responsibility:

- a. The City and the County shall cooperate to undertake or assist in undertaking essential community development and housing assistance activities, as approved and authorized between the parties in the CDBG Agreements, including the Consolidated Plan. The County and the City shall take all actions necessary to assure compliance with the County’s urban county certification under section 104((b) of Title I of the Housing and Community Development Act of 1974, as amended, that the grant will be conducted and administered in conformity with:
 - Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR Part 1;
 - the Fair Housing Act, and the implementing regulations at 24 CFR Part 100, and will comply with the obligation to affirmatively further fair housing; and
 - Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR Part 6, which incorporates: Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR Part 8; Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR Part 35; the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR Part 146; Section 3 of the Housing and Urban Development Act of 1968; Uniform Relocation and Real Property Policies Act of 1970 and the implementing regulations at 49 CFR Part 24; Section 104(d) of the Housing and Community Development Act of 1974 and the implementing regulations at 24 CFR Part 42; and all other applicable laws and regulations. The Parties agree that Urban County funding in no event will be used for activities in, or in support of, any cooperating unit of general local government that impedes the County’s actions to comply with the County’s fair housing

certification and duty to affirmatively further fair housing.”

3. Section 4 of the Agreement (Duration) is deleted in its entirety and replaced with the following:

“4. Duration: This Agreement, as amended by the 2026 Amendment, is effective as of July 18, 2014, and shall remain in effect through the three-year program period of Federal Fiscal Years 2027, 2028 and 2029, and until the funds granted and program income received during the FY 27-29 program period and under prior program periods covered by this Agreement are expended and the funded activities completed. Neither the County nor the City may terminate, withdraw, or be removed from the program during the three-year program period. By the date in the Urban County Qualification Deadlines published on the HUD.gov Urban Counties website for the next qualification period, the County will notify the City in writing of its right not to participate.”

4. Section 5 of the Agreement (Automatic Renewal) is deleted in its entirety.

5. Section 6 of the Agreement (Amendments) is deleted in its entirety and replaced by the following:

“6. Amendments: All amendments, including notices by either party electing not to participate in the HUD Urban Qualification period, must be filed with the Clerk of the Circuit Court of Hillsborough County, Florida, prior to their becoming effective. The Parties agree to adopt amendment(s) to this Agreement as may be required by HUD to meet any new Urban County Qualification requirement(s), when applicable. Failure by either Party to adopt any such amendment, and to submit such amendment to HUD, will void the agreement for such qualification period.”

6. Section 8 of the Agreement (Sale or Transfer of Funds Prohibited) is deleted in its entirety and replaced with the following:

“8. Sale, Trade or Transfer of Funds Prohibited: The Parties to this Agreement understand and agree that they may not sell, trade, or otherwise transfer all or any portion of CDBG funds to a Metropolitan City, Urban County, unit of general local government, or insular area that directly or indirectly receives CDBG funds in exchange for any funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.”

7. The above changes shall be effective on the Amendment Effective Date. All other terms and conditions of the Agreement, except as amended hereby, shall remain in force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives.

ATTEST: VICTOR CRIST, Clerk

HILLSBOROUGH COUNTY
Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Chair

Date of BOCC Approval: _____

APPROVED BY COUNTY ATTORNEY
As to Form and Legal Sufficiency

By: _____
Sr. Assistant County Attorney

ATTEST: Lynda Sader, City Clerk
City of Temple Terrace

CITY OF TEMPLE TERRACE

By: _____
City Clerk

By: _____
Mayor

Date of City Commission Approval: _____

Approved as to
Form and Correctness

By: _____
Ernest Mueller
City Attorney

ATTORNEY'S STATEMENT

The terms and provisions of this Amendment to Interlocal Cooperation Agreement are fully authorized under State and local law. This Amendment, and the Interlocal Cooperation Agreement as amended hereby, provide full legal authority for the County to undertake or assist in undertaking essential community development and lower income housing assistance activities.

Sr. Assistant County Attorney

Item Cover Page

City Council Item Report

Date: August 4, 2026

From: Jeannie Barlow, Senior Executive Assistant

Item Type: Resolution - Agreement/Contract

Subject: Resolution Approving a One-Year Agreement with the Fraternal Order of Police Representing Police Corporals, Master Corporals, Sergeants, and Master Sergeants

Presenter: Antonio Nazario

Recommendation:

It is recommended that City Council adopt a resolution approving a one-year agreement with the Fraternal Order of Police representing Police Corporals, Master Corporals, Sergeants, and Master Sergeants.

Discussion:

On June 18, 2026, representatives from the City and the Fraternal Order of Police tentatively agreed to accept the terms of a new bargaining unit agreement. As a result, the labor unit representing the Police Corporals, Master Corporals, Sergeants and Master Sergeants voted to ratify the proposed agreement on July 7, 2026, and have subsequently executed their portions of said agreement.

The one (1) year labor agreement, effective October 1, 2026, through September 30, 2027, includes the following substantive changes:

1. The length of the agreement has changed from the standard three years to a one-year agreement.
2. Article 14: Vacation Leave
Implements a three-tier vacation accrual plan and adds 24 hours of vacation leave to the leave banks of all employees covered by this labor agreement
3. Article 27: Uniform & Equipment Allowance
Increases officers' boot allowance from \$90 to \$150 annually; the reimbursable allowance for prescription glasses damaged in the line of duty from \$150 to \$300; and the reimbursable allowance for personal property damaged in the line of duty from \$100 to \$200.

4. Article 32: Wages

The new step plan implements, on average, a 2% cost of living adjustment and revises the step increases to create a consistent progression, with the addition of a “super step” for sixth year corporals.

Resolution/Ordinance Information:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING A ONE-YEAR AGREEMENT BETWEEN THE CITY OF TEMPLE TERRACE AND THE FRATERNAL ORDER OF POLICE REPRESENTING POLICE CORPORALS, MASTER CORPORALS, SERGEANTS, AND MASTER SERGEANTS, AUTHORIZING EXECUTION; PROVIDING AN EFFECTIVE DATE.

Appropriation Code:

Requirements:

Resolution

Cost:

Attachments:

1. Resolution - Agreement Police Corproals Master Corporals Sergeants Master Sergeants v3
2. FOP Contract -Supervisors 2026-2027 - Final

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING A ONE-YEAR AGREEMENT BETWEEN THE CITY OF TEMPLE TERRACE AND THE FRATERNAL ORDER OF POLICE REPRESENTING POLICE CORPORALS, MASTER CORPORALS, SERGEANTS, AND MASTER SERGEANTS, AUTHORIZING EXECUTION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and the Fraternal Order of Police, Florida State Lodge (FOP), tentatively agreed to the terms of a new bargaining unit agreement on July 2, 2026; and

WHEREAS, on July 7, 2026, the FOP notified Police Administration that the labor unit representing Police Corporals, Master Corporals, Sergeants, and Master Sergeants had voted to ratify the proposed agreement, a copy of which is attached as Exhibit 1; and

WHEREAS, the one-year agreement, effective October 1, 2026, through September 30, 2027, establishes a wage increase to the previously established step plan within the parameters authorized by the City Council; implements a 2% cost-of-living adjustment; revises the step increases to create a consistent progression, with the exception of a “super step” for sixth-year corporals; increases the annual boot allowance from \$90 to \$150; implements a three-tier vacation accrual plan and adds 24 hours of vacation leave to the leave banks of all employees covered by this agreement; increases the reimbursable allowance for prescription glasses damaged in the line of duty from \$150 to \$300; and increases the reimbursable allowance for personal property damaged in the line of duty from \$100 to \$200; and

WHEREAS, other modifications to the existing agreement, having no financial impact, were made throughout the proposed agreement in an effort to keep procedures and language current and applicable to daily operations.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, that:

1. The one-year agreement in the form attached hereto as Exhibit 1, effective October 1, 2026, through September 30, 2027, between the City of Temple Terrace and the labor unit of Police Corporals, Master Corporals, Sergeants, and Master Sergeants represented by the Fraternal Order of Police, Florida State Lodge is approved.
2. The Mayor and City Manager are authorized to execute the agreement on behalf of the City.
3. The resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, this
4th day of August 2026.**

(Corporate Seal)



X

Andrew Ross, Mayor
Chair of the City Council

Attest:

X

Lynda Sader
City Clerk

AGREEMENT BETWEEN
FRATERNAL ORDER OF POLICE
FLORIDA STATE LODGE INC.

REPRESENTING POLICE
CORPORALS, MASTER CORPORALS,
SERGEANTS, AND MASTER SERGEANTS

AND

THE CITY OF TEMPLE TERRACE,
FLORIDA



October 1, 2026, through September 30, 2027

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ARTICLE 1

PREAMBLE

SECTION I

This Agreement is entered into by the City of Temple Terrace, Florida, hereinafter referred to as the "City," and the Florida State Lodge Fraternal Order of Police Inc., hereinafter referred to as the "FOP." The purpose of this written Agreement is to promote harmonious relations between the City and the FOP; to establish an orderly procedure to settle differences that might arise; and to set forth the agreement between the parties concerning rates of pay, hours of work, and other conditions of employment.

SECTION II

When this Agreement does not speak to a subject, the written Police Department Policies and Procedures shall apply. In the event the Agreement or the written Police Department Policies and Procedures do not apply, then the City's Personnel Rules and Regulations shall apply.

ARTICLE 2

CORPORALS, MASTER CORPORALS, SERGEANTS, AND MASTER SERGEANTS

SECTION I

For the purposes set forth in Chapter 447, Part II, Florida Statutes, the City recognizes the FOP as the sole and exclusive collective bargaining agent of full time Sworn Law Enforcement Corporals, Master Corporals, Sergeants, and Master Sergeants within the bargaining unit certified in Florida Public Employees Relations Commission Certification No. 1177 on November 17, 1997.

ARTICLE 3

MANAGEMENT RIGHTS

SECTION I

Except as expressly limited by any provision of this Agreement or by Law, the City reserves and retains exclusively all of its normal and inherent rights with respect to the management of its operations, whether exercised or not, including but not limited to; its right to alter or vary past practices; the right to alter existing working conditions, and otherwise to take such measures as the City may determine to be necessary to the orderly and effective operation of its various operations, functions, and services. Such rights may be exercised without prior notice to or consultation with the FOP except as otherwise expressly limited in this Agreement.

SECTION II

Nothing in this Agreement shall be construed so as to limit or impair the right of the City to exercise its sole and exclusive discretion on all of the following matters, except as otherwise expressly limited in this Agreement or by Law:

- A. To determine the purpose, function, and missions of the Police Department and its constituent units.
- B. To manage the Department and control its organization and operations.
- C. To perform any duties and exercise any responsibilities which are assigned to the City by Federal and State Law, City Ordinance or by City Regulation.
- D. To determine and adopt such policies and programs, standards, rules, regulations, and general orders as are deemed by the City to be necessary for the operation and/or improvement of the Department, and to select, manage, and direct personnel.
- E. To set the methods, means of operations and standards of public safety and service to be offered by the Department, including the extent of its operations and services, and to contract operations or services or portions thereof to the extent deemed practical and feasible by the City to other governmental entities or departments of the City.
- F. To decide the number, location, design type, model, maintenance assignment, and utilization of the Department's facilities, supplies, vehicles, personal or departmental equipment, and weapons. To relocate, remodel or otherwise revise or modify operations, services, facilities, supplies, equipment, and vehicles as may be deemed necessary for the efficient operation of the Police Department.
- G. To determine the qualifications of all employees of the Police Department. To select, examine, hire, classify, train, evaluate, layoff, assign, schedule, retain, terminate, transfer, promote, direct, and manage all employees of the Department.
- H. To select supervisory and managerial personnel on the basis of management's determination of individual ability based on competitive examination, performance evaluation, seniority, special skills, classifications, or other job-related elements.

- I. To discharge, demote or suspend any employee of the Police Department, and to take other disciplinary action against such employee, or to relieve such employee from duty with just cause.
- J. To increase, reduce, change, modify or alter the size, workload, job content, composition of the work force and establish, change or modify employee duties, tasks, responsibilities or requirements, and grant performance increases.
- K. To establish, change or modify the number, types and grades of positions assigned within the Department.
- L. To make, issue, publish, modify and enforce policies, procedures, rules, regulations and general orders.
- M. To determine the physical, mental and psychological fitness of employees through the use of medical and psychological examinations.

SECTION III

If the Mayor determines that civil emergency conditions exist; i.e., riots, civil disorders, hurricane or tornado conditions, epidemics, public employee strikes or other similar catastrophes, the City may suspend the provisions of this Agreement. The wage rates, insurance, discipline and discharge, grievance arbitration, and pension benefit provisions will not be suspended. Once the emergency has ended, all provisions of this Agreement will once again be in effect.

SECTION IV

It is expressly understood by, and between the parties to this Agreement that the City shall not be deemed to have waived or modified any of the rights reserved to the City under this Article by not exercising said rights in a particular matter or manner.

SECTION V

It is expressly understood that the exercise of these management rights shall not prevent an employee from filing a grievance if such action by the City violates a term of this collective bargaining Agreement.

SECTION VI

The parties are cognizant of the provisions of Florida Statutes, Chapter 447, Part II, as they apply to Law Enforcement Officers and agree that those provisions, as now stated or as amended during the term of this Agreement, will be observed in the circumstances to which they are applicable.

ARTICLE 4

PROHIBITION OF STRIKES

SECTION I

The FOP and employees covered by this Agreement shall not engage in, instigate or support:

- A. A strike.
- B. Concerted failure to report for duty.
- C. Concerted absence from their respective positions.
- D. Concerted stoppage of work.
- E. Concerted submission of resignations.
- F. Concerted abstention in whole or in part from the full and faithful performance of the duties of their employment by the City.

The foregoing prohibitive activities (A-F) shall not be engaged in for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or in the rights, privileges or obligations of public employment of any employees within or without the bargaining unit.

SECTION II

No employee or group of employees, in the furtherance of a strike or work stoppage, shall participate in:

- A. A deliberate and concerted course of conduct which adversely affects the services of the City.
- B. A concerted failure to report for work after the expiration of a collective bargaining Agreement.
- C. Disorderly conduct or other illegal picketing or handbilling of any City facility, office or premises, as provided in Chapter 447, Florida Statutes or any other law.
- D. Any picketing or handbilling of any City facility, office or premise.
- E. Any picketing or handbilling in the area of the residence or business of any official, employee or agent of the City.

SECTION III

Any employee or group of employees committing or participating in any of the acts prescribed in this Article shall be considered as having voluntarily resigned from City employment and shall be terminated with the right of appeal under Florida Statutes 447.503 (2)(a). If any such terminated employee is re-employed by the City, it shall be on the following conditions:

- A. Such person shall be on probation for a period of six (6) months following re-employment. During this period, the person may be discharged only upon a showing of just cause.
- B. The compensation of such person may in no event exceed that received immediately prior to the time of the activity resulting in separation from employment.

- C. The compensation of the person may not be increased until after the expiration of one (1) year from such re-employment.

SECTION IV

The FOP hereby consents to an ex-parte order of the Courts of the State of Florida permanently and immediately enjoining any strike or other conduct by the FOP employees covered by this agreement, as prescribed in Sections I, II and III hereof.

SECTION V

The City shall declare when a strike has commenced in violation of the provisions of this Article. In the event there should be a strike or other prohibitive activity, the City shall not be obligated to reopen or reactivate any facilities/operations affected by that activity.

SECTION VI

Nothing in this article would prohibit members of the bargaining unit to conduct informational picketing when an impasse is declared during negotiations.

ARTICLE 5

NON-DISCRIMINATION

SECTION I

The right an employee of this bargaining unit to belong to, participate in, or refrain from belonging to the FOP shall not be prohibited, abridged, or interfered with.

SECTION II

The FOP as the certified representative of all employees covered by this collective bargaining agreement shall not discriminate with regard to representation of any employee in this bargaining unit and will accept members to its organization without regard to race, color, religion, creed, sex, age, physical handicap, national origin, dues paying member or non-dues paying member, marital status or political affiliation.

SECTION III

The City and the FOP specifically agree that the provisions of this agreement shall be equally applicable to all employees covered herein without regard to race, color, religion, creed, sex, age, physical handicap, national origin, dues paying member or non-dues paying member, marital status, or political affiliation.

ARTICLE 6

LABOR MANAGEMENT COMMITTEE

SECTION I

The City shall establish and maintain a Labor Management Committee to provide a forum to address daily problems in a systematic, constructive fashion and to resolve matters outside of the collective bargaining process.

SECTION II

Meetings of this committee shall be scheduled on a quarterly basis at the request of either party. In order to initiate such a request, ten (10) day written notice shall be required.

- A. The party requesting such a meeting shall forward to the designated representative of the other party an agenda specifying the questions/issues to be presented for discussion.
- B. The Chief of Police or designee shall determine the time, place, and duration of discussion.

SECTION III

No more than three (3) city employees shall represent each party unless all parties mutually agree to a change.

ARTICLE
DUES CHECK OFF

SECTION I

Employees covered by this Agreement may authorize payroll deductions for the purpose of paying FOP membership dues and standard, bargaining unit-wide assessments. No authorization shall be allowed for payment of FOP initiation fees, special assessments, fines or penalties.

SECTION II

The FOP will initially notify the City as to the amount of dues. Such notification will be certified to the City in writing, over the signature of an authorized officer of the FOP. Changes in FOP membership dues will be similarly certified to the City and shall be done at least sixty (60) days in advance of the effective date of such change.

SECTION III

The City will strive for accuracy in providing dues deduction service, but in the final analysis both the City and FOP agree that the claim for and the payment of dues is a matter to be settled between FOP and its members. Any liability for dues deducted by the City and paid over to FOP will be borne by FOP and not by the City. Therefore, the FOP will indemnify, defend, and hold the City harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the City on account of payroll deduction of FOP dues.

SECTION IV

Payroll deduction authorizations are revocable pursuant to Chapter 447.507, Florida Statutes, or at the employee's request upon thirty days written notice to the City and the FOP. The dues deduction shall be sent to the FOP at 242 Office Plaza, Tallahassee, FL 32302.

SECTION V

The employee's wages must be sufficient after other legal and required deductions are made to cover the amount of appropriate FOP dues, otherwise no deductions shall be made.

SECTION VI

An authorized officer of the FOP will furnish the City and the employee with forms for such individual authorizations and revocations.

ARTICLE 8

BULLETIN BOARDS

SECTION I

The FOP shall be entitled to one bulletin board, at its own expense, located in the officer's squad room. The board is not to exceed a size reasonable for the posting of information, and is exclusively for FOP business.

SECTION II

Copies of all materials that are posted shall be submitted to the Chief of Police or designee prior to posting. A duly recognized officer of the FOP shall sign all such notices.

SECTION III

The bulletin board shall be used for posting FOP notices as follows:

- A. Notices of FOP elections and results of such elections.
- B. Notices of FOP appointments and other official FOP business.
- C. Notices of FOP meetings.

SECTION IV

Under no circumstances shall the FOP post any material which might be interpreted as political in nature, denunciatory or inflammatory, or not in good taste. No material shall be posted which is derogatory of any person or organization, or which constitutes election campaign material for or against any person, organization, or faction thereof.

SECTION V

Any notices found on the FOP bulletin board that are in violation of any sections of this Article, shall be promptly removed by the Chief of Police or designee.

ARTICLE 9

FOP BUSINESS

SECTION I

The FOP representative or unit employee shall not leave his/her post/workstation to investigate, present, handle or settle grievances, or act in administration of the collective bargaining agreement without the permission of the Chief of Police or designee. An employee shall not conduct the aforementioned during his/her assigned work hours without the permission of the Chief of Police or designee. Such permission will not be unreasonably denied, based on the department's needs when the request is made. The FOP representative shall be granted Police Pool leave bank, vacation leave, or leave without pay during the representative's regularly scheduled shift.

SECTION II

The FOP representatives will give the Chief of Police, or designee, at least 24 hours advance notice of requested leave for matters relating to grievance administration or administration of the collective bargaining agreement, except in an emergency. During collective bargaining, the City will make every reasonable attempt to schedule meetings so that employee bargaining representatives may bargain with the City during their off-duty time.

SECTION III

While on duty, a FOP bargaining unit member will not engage in the collection of FOP monies or solicitation of any kind, e.g., membership, grievances, or political activities.

SECTION IV

The Chief of Police, or designee, must approve, in advance, access of any FOP representative, who is not a City employee, to any office or workplace of the City of Temple Terrace Police Department.

The Chief of Police, or designee, should be available at reasonable times to meet with FOP representatives on matters of mutual concern. Reasonable accommodations will be made for any affected officer's work schedule.

ARTICLE 10

DUTIES AND RESPONSIBILITIES

SECTION I

It is understood and agreed by both parties that the duties and responsibilities performed by members of the bargaining unit cannot always be covered by job descriptions. Therefore, members of the bargaining unit may be required to perform duties in addition to those listed within the current job descriptions which are, in the judgment of the City, related to the purpose of the Police Department. Judgment will not be arbitrary, capricious, or unreasonable.

ARTICLE 11

PROBATIONARY PERIODS

SECTION I

There are two (2) types of probationary employees: new and current. A new employee must complete a twelve (12) month probationary period. An employee who has been promoted into a new position and must complete an additional six (6) month probationary period with the possibility of a three (3) month extension implemented for just cause. Should a current probationary employee be demoted, he/she will be assigned to the rank previously held in a non-probationary status.

SECTION II

A new employee who has not completed his/her 12-month probationary period does not have the right to appeal disciplinary action, and may be suspended or dismissed without just cause following a pre-disciplinary hearing.

SECTION III

A promoted employee who has served his/her six (6) month probationary period with the possibility of a three (3) month extension implemented for just cause, has the right to grieve disciplinary action by utilizing the grievance procedures as outlined in this Agreement.

ARTICLE 12

HOURS OF WORK AND OVERTIME

SECTION I

Employees in the bargaining unit are governed by working rules pursuant to the 7K partial exemption of the FLSA. All authorized and approved work performed in excess of a regularly scheduled work period shall be considered as overtime.

Officers assigned to the Patrol Division Shifts 1A, 3A, 1B or 3B will work twelve (12) hour shifts on a two week schedule for a total of eighty-four (84) hours.

All other officers will have a designated weekly or two week shift schedule for a total of eighty-four (84) hours in a two week schedule as determined by the Chief of Police or his/her designee. The work period will start at 12:01 a.m. on Sunday morning and end at midnight on Saturday night.

SECTION II

Hours Worked Defined - Employees shall be compensated for all hours worked. The term "hours worked" shall include all time actually worked on active duty, on and off duty court time, recall time and any time spent answering business related telephone calls in excess of ten (10) minutes per telephone call. Only telephone calls made by an employee of the City to a member of the bargaining unit with the approval of a supervisor will be counted as hours worked if in excess of ten (10) minutes. The employee must submit a telephone log to the Chief of Police or his/her designee with information that includes the date and time of the telephone call, the time length of the telephone call, who made the telephone call, the supervisor who authorized the telephone call and the reason for the telephone call including case number if applicable. The telephone log will be submitted along with an overtime form to the Chief of Police or his/her designee for approval. Paid leave of any kind or other absences from duty, travel time to and from work, travel to training (except emergencies or training outside Hillsborough County), and travel to court on off duty time shall not be considered as time worked.

SECTION III

The City has sole discretion to schedule and/or assign hours of work and establish starting and quitting times.

All members of the bargaining unit will have a designated work schedule/shift with a designated starting time and quitting time. Work schedules/shifts will be posted and made known to all personnel. The City will give seventy-two (72) hours notice of changes in schedules/shifts or duty assignments except for officers assigned to the Special Enforcement Unit or in emergency or special operations situations as determined by the City.

SECTION IV

All authorized and approved work performed in excess of eighty four (84) hours in a pay period shall be considered overtime and will be paid at a rate of one and one-half (1-½) times the employee's regular hourly rate of pay.

Employees who are approved for work in excess of their regularly scheduled work hours for the following reasons:

- A. Shift Coverage;
- B. Court;
- C. Investigative work; or
- D. Exigent Circumstances

Shall be paid overtime regardless of pre-scheduled vacation or sick time. Employees who schedule vacation time or sick time after receiving approval to work shall be paid in accordance with actual hours worked.

SECTION V

The City has discretion to assign and schedule overtime. Known and scheduled overtime will be assigned with as much advance notice as possible. Employees will be required to work overtime when scheduled and assigned or in emergencies. No employee in this bargaining unit is authorized to schedule and assign himself/herself to overtime duty.

SECTION VI

Whenever a normal shift change occurs, no officer shall be forced to work two continuous shifts. Officers changing from one shift to another will be entitled to at least eight (8) hours off duty time before returning to work, except in an emergency situation as determined by the Chief of Police

ARTICLE 13

HOLIDAYS

SECTION I

Employees are granted eleven (11) compensated holidays per fiscal year and will be observed in accordance with the following schedule:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Spring Holiday	Easter Sunday
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25

Employees are also granted a twelfth compensated holiday, which is a floating holiday to be taken at the employee's discretion upon approval from the Chief of Police or designee.

SECTION II

An employee who is required to work an observed holiday will receive their normal rate of pay for all hours worked on the holiday. Additionally, they will receive holiday compensation at the rate of one and one-half (1 ½) times the number of hours worked on the holiday.

An employee who is not required to work an observed holiday will receive holiday compensation at the normal rate of pay for the employee's regular scheduled shift. Employees will not receive additional holiday compensation for the holiday if they use unscheduled sick leave the day prior, the day of, or the day after the holiday.

SECTION III

An employee who is required to work any portion of an observed holiday, but does not work all the scheduled hours on the holiday, will receive holiday compensation for only those hours actually worked on the holiday.

ARTICLE 14
VACATION LEAVE

SECTION I

The purpose of vacation leave is to provide a paid period of rest and relaxation to improve morale and productivity.

SECTION II

Vacation leave is accrued per hour worked for employees in an active pay status. Accrual is based on the following schedule:

Years of Service	Hours Accrued Per Hours Worked
0 through 4 years	0.05
Beginning on the fifth (5 th) anniversary of an employee's date of hire through 9 years	0.07
Beginning on the tenth (10 th) anniversary of an employee's date of hire through retirement	0.09

SECTION III

An employee shall not be considered eligible for vacation leave until completion of the Field Training and Evaluation Program.

SECTION IV

Vacation leave must be submitted on a Request Time Off Form and approved in advance by the member's immediate supervisor.

SECTION V

Upon separation from employment, an employee who has completed his/her 12-month probation period will be paid a lump sum for unused vacation time accrued at his/her current rate of pay.

SECTION VI

In the event of death, unused vacation time accrued will be paid to the employee's estate.

SECTION VII

Vacation leave may be accrued up to a maximum of 450 hours.

SECTION VIII

Effective October 1st, 2026, all current employees covered by this contract shall receive a one-time adjustment of twenty-four (24) hours to their vacation leave bank. For employees whose vacation leave balance is four hundred (400) hours or greater, the twenty-four (24) hour adjustment shall be credited to the employee's sick leave bank instead.

New full-time employees eligible for vacation leave accrual shall receive an initial balance of twenty-four (24) hours in their vacation bank upon hire.

If an employee separates from City employment prior to completing six (6) months of service, the employee is required to reimburse the City for any vacation leave hours used in excess of hours accrued.

ARTICLE 15

SICK LEAVE

SECTION I

The City provides sick leave to employees after they have been on active pay status for three (3) months. Whenever an employee is unable to report for duty due to a permitted reason, as defined in Section II of this Article, notification shall be made to the communications dispatch center no later than two hours before he/she is scheduled to report for duty. In addition to notifying the communications dispatch center, the employee will notify his/her respective supervisor if circumstances prohibit the employee from making this notification prior to the two hours of his/her respective report time. In the event of an extended illness, the employee will also notify his/her respective supervisor.

SECTION II

Sick leave may be granted for the following reasons:

- A. Personal illness that precludes performing on the job.
- B. Physician or dental appointments. Non-emergent appointments shall be pre-scheduled with the employee's supervisor.
- C. The employee's enforced quarantine in accordance with community health regulations.
- D. Illness of a member of the employee's family (spouse, child, or parent) requiring the employee's personal care and attention.
- E. Non-illness related life crisis event not exceeding 48 hours annually.

SECTION III

Employees shall accumulate sick leave on the basis of 0.0462 hours of sick leave per hour worked.

SECTION IV

Medical Certificate

- A. An employee on Injured in the Line of Duty (IILOD) leave due to an on-duty injury, will be required to obtain a release from a City approved licensed physician.
- B. An employee on sick leave, due to an off-duty injury, will be required to obtain a release from a licensed physician certifying that the officer is now able to resume full duties. The Chief of Police or designee may waive this requirement.
- C. At the discretion of the Chief of Police or designee, the approval of sick leave may require a written statement from a licensed physician certifying that the employee, due to his/her illness, is unable to resume full duties.
- D. The City reserves the right to require an employee to submit to a physical examination by a City approved licensed physician if circumstances indicate the employee misuses or attempts to misuse sick leave.

SECTION V

Family Medical Leave Act

An employee who has completed his/her 12-month probationary period may request up to twelve weeks of job-protected paid or unpaid leave for certain family and medical reasons.

Leave may be used for the following reasons: childbirth, adoption, foster placement of a child, or serious illness (employee, spouse, child, or parent). Leave with or without pay shall be taken in accordance with Personnel Rules and Regulations, Family and Medical Leave Act, and approval of the Chief of Police or designee.

SECTION VI

At the end of each fiscal year, or otherwise in accordance with established City Rules and Regulations, employees will be given the option of converting all unused sick leave in excess of 84 hours to vacation leave.

An employee who elects to convert excess sick leave to vacation leave must complete a Sick Leave Conversion Form and return to Payroll no later than August 31st each year.

SECTION VII

Upon approval of the Chief of Police, or designee, employees may donate accrued vacation leave to help another employee who has exhausted all accrued sick leave. The donating employee must have a minimum balance of 84 hours of vacation leave to be eligible to donate vacation leave to another employee.

ARTICLE 16

BEREAVEMENT LEAVE

SECTION I

Employees covered by this Agreement may be granted, upon approval of the Chief of Police or designee, time off with pay at straight time rate and indicated on the time sheet as funeral leave (not to exceed three consecutively scheduled workdays) for bereavement in the event of a death in the employee's immediate family.

SECTION II

For the purpose of this article, the employee's immediate family shall be defined as, the employee's spouse, child, current stepchild, parent, current stepparent, brother, current stepbrother, sister, current stepsister, grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, and sister-in-law.

SECTION III

Should an employee require additional time, other than provided in Section I of this article, he/she may request the additional time from the Chief of Police or designee. Any additional time used may be charged to annual leave if the employee has hours accrued that can be charged. Bereavement leave shall not be counted toward the computation of overtime.

SECTION IV

The employee shall provide proof of death in his/her immediate family, as defined in Section II of this article, before compensation is approved. The Chief of Police or designee, shall decide what form of proof is required.

ARTICLE 17

MILITARY LEAVE

SECTION I

An employee who serves in the United States military, including those who serve in the Army, Navy, Marine Corps, Air Force, Coast Guard, Reserves, Army or Air National Guard, National Disaster Medical System and Commissioned Corps of the Public Health Service, shall be granted Military Leave to fulfill active military duties, field training, and/or emergency military obligations in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), 38 U.S.C. §§ 4301-4333 and Florida Statute Military Leave shall not exceed two hundred forty (240) hours in one calendar year.

- A. The employee's medical benefits and pay shall continue under the same terms and conditions as when actively employed if military service is less than 31 days. The employee shall be responsible for paying all insurance premiums after 31 days absence without pay. Sick and vacation accrual will continue throughout the duration of the absence. Credit for retirement will continue in accordance with the applicable pension plan during annual military leave.
- B. Upon return from annual military leave, the employee shall return to the same position held prior to taking the Military Leave as long as the employee has been released from military service under honorable conditions. It is the employee's responsibility to report to the City as soon as possible when the duty has ended.

SECTION II

A Military Leave of Absence "Without Pay" shall be granted according to State and Federal regulations. The employee has the option of using accrued vacation leave prior to being placed in a "Leave Without Pay" status. All sick and vacation leave accumulated prior to the military leave of absence shall remain available to the employee upon reinstatement.

SECTION III

Employees must submit orders from the appropriate military commander as evidence of call to duty and return from duty. Such orders must accompany the formal request for military leave.

SECTION IV

The employee shall provide evidence of enlistment in the applicable organization to the department. The employee shall provide timely notice of their need to perform military service except as required by military necessity or unless impossible or unreasonable. . The submission of the applicable Reserve or National Guard training schedule will satisfy this requirement. Except upon declaration of civil emergency conditions, the department will make every reasonable effort to excuse the employee from work so that required military training may be attended.

ARTICLE 18

BLOOD DONATION LEAVE

SECTION I

An employee who donates blood at a qualified blood bank will be allowed four (4) hours off with pay. Limit four (4) donor receipts for time off per fiscal year. One Fitness Incentive Program Certificate can be used in lieu of a Blood Donor Receipt.

SECTION II

The employee must obtain a donor receipt from the blood bank identifying the employee's name, the blood bank, and the date of donation. The employee must retain the donor receipt as proof of accumulated "blood time"; the time will not be accrued on City payroll records.

SECTION III

The donor receipt must be attached to a completed Request Time Off form identifying the leave as "other" and submitted with the employee's time sheet for the pay period in which the leave is used.

SECTION IV

Blood donor leave must be taken on a single occasion and cannot be split; i.e., one hour on one day and three on another. The employee must give advance notice to the supervisor of his/her desire to take "blood donor leave" and its use cannot result in undue hardship to the department.

SECTION V

In lieu of participating in the *Blood Donor Leave* program, employees may earn Blood Donor Leave by participating in the *Reading in Schools* program. Participation in the *Reading in Schools* program must be in conformance with City Rules and Regulations 12-12.

ARTICLE 19

POLICE POOL LEAVE BANK

SECTION I

All bargaining unit dues paying members shall contribute a minimum of four (4) earned vacation leave hours to the Police Pool leave bank effective October 1st of each year.

SECTION II

FOP will establish a leave bank for the purpose of enabling FOP members to attend education and FOP conferences, seminars, union negotiations, and meetings without loss of pay or benefits provided there is an adequate balance in the Police Pool leave bank. All requests for leave must be submitted in writing and approved by the Chief of Police or designee.

SECTION III

An employee shall not be allowed to withdraw leave from the bank in excess of the time available in the bank at the time of withdrawal. The City shall not be liable for any leave used or requested in excess of the available leave in the bank.

ARTICLE 20

COURT / CALL BACK

SECTION I

For the purpose of this Article, court time shall be defined as an employee's required appearance at a legal proceeding resulting from employment with the department and occurring during the employee's off-duty time.

SECTION II

Employees eligible to receive compensation for court time shall receive a minimum of three (3) hours. Required appearances at legal proceedings immediately prior to or immediately following regularly scheduled work hours, creating an extension of the employee's normal shift, shall be credited as actual time worked.

SECTION III

For the purpose of this Article, call back shall be defined as any situation when an employee has completed his/her regularly scheduled work hours, or is otherwise off-duty, and is required to return to work for reasons other than errors, corrections, or omissions on required paperwork.

SECTION IV

Employees eligible to receive compensation for call back shall receive a minimum of three (3) hours. Whenever an employee is required to return to work due to errors, corrections, or omissions on required paperwork, he/she shall be compensated for actual time worked.

ARTICLE 21

EXTRA-DUTY ASSIGNMENT

SECTION I

- A. Extra Duty Employment is defined as secondary employment that is conditioned upon the actual or potential use of law enforcement powers by a police officer.
- B. Extra Duty Employer is defined as any club, organization, company, association, group or individual who has requested the services of off-duty police officers to work approved functions as extra duty employment.

SECTION II

- A. All extra duty employment opportunities will be published for employees to access according to department policy. Assignment to extra duty employment will be made pursuant to applicable department and City rules and procedures. Employees who have successfully completed the initial employee field training program, have been approved by the Chief of Police and are not otherwise precluded due to discipline sanctions or employment status are eligible for extra duty employment.
- B. All assignments must receive prior approval from the Chief of Police or designee.

SECTION III

- A. Staffing and operational matters for extra duty employment shall conform to department policy and procedures.
- B. Concerns and issues not addressed by department policy shall be referred to the Professional Standards supervisor. If the Professional Standards supervisor is unavailable, concerns and issues shall be referred to the on-duty Patrol supervisor.

SECTION IV

All extra duty assignments will be paid at the minimum rate currently paid to sworn officers of the Tampa Police Department for extra duty employment. There is a minimum of three (3) hours pay for each extra duty employment.

ARTICLE 22

INSURANCE

SECTION I

Flexible Benefit Plan

- A. The City provides a Flexible Benefit Plan that conforms to the Internal Revenue Code Section 125. The plan gives employees flexibility in choosing benefits.
- B. Each full-time employee is provided a flexible benefit contribution by the City to purchase the desired benefits. Any cost for benefits that exceeds the flexible benefit contribution by the City shall be deducted from the employee's pay. Payroll deductions shall be made from the employee's gross pay and will not be subject to federal and Social Security taxes. Employees desiring dependent coverage may elect to do so at their expense.

Exception: Employer and employee contributions to deferred compensation plans are subject to Medicare and Social Security taxes.

- C. An employee hired after November 1, 2005 is not eligible to receive the flexible benefit contribution from the City upon retirement.

SECTION II

Retiree Group Insurance Benefits

The following guidelines and restrictions apply:

- A. The employee must have been employed by the City for at least ten years and eligible to receive normal or early retirement benefits from his/her retirement plan. An employee will be eligible to receive 5% of the total flexible benefit amount for each year of creditable service with the City of Temple Terrace up to 100% of the City contribution (flexible benefit) in place at the time of their retirement.

Example: An employee with a minimum of 10 years of service, and eligible for normal or early retirement, would receive 50% of total flex dollars (5% of total flex dollars for each year of credible service).

- B. Upon retirement an employee must elect his/her current coverage in order to be eligible to receive the City's cafeteria flex dollars. Changes to existing benefits can be made during open enrollment or as a result of a qualifying event. If coverage is not elected at the time of retirement, eligibility is withdrawn. In accordance with Florida Statute 112.0801, the retiree may continue to participate in the City's group insurance plans at his/her own expense. If, for any reason, a retiree chooses to cancel their enrollment in the City's health insurance plan, they will not be allowed to re-enroll in the plan.

SECTION III

City Insurance Committee

- A. One (1) member of the bargaining units, selected by the members of the bargaining units, will serve as a member of the City Insurance Committee. This member will represent both the supervisors' and officers', detectives', and master police officers' bargaining units.
 - 1. The representative will be selected annually by the bargaining units and will serve on the committee for a term of one (1) year.
 - 2. The members of the bargaining units will also select one designee to serve on the committee in the absence of the primary representative.
 - 3. Written notification identifying this representative and designee will be provided to the Human Resources Director no later than October 1, of each fiscal year.

ARTICLE 23

WORKERS' COMPENSATION

SECTION I

All employees of the City are covered by Workers' Compensation insurance as required by law. It is incumbent upon each employee to report any injury or the discovery of an occupational exposure as described in Section II-A to his/her immediate supervisor within 24 hours of the incident

SECTION II

Injuries and Illness

The employee's well-being is the first concern, thus, a supervisor's Accident/Incident Investigation Report Form, along with any required supplement forms, and a Workers' Compensation "First Notice of Injury" report must be prepared and forwarded to Human Resources within 24 hours of the employee's next scheduled work day. The Supervisor must complete all required department reports. All subsequent lost work time due to the injury or accident shall be documented on a Request Time Off form and submitted with the employee's timesheet at the end of the pay period.

- A. The employee shall promptly report each instance of known or suspected occupational exposure to hepatitis infection, meningococcal meningitis, or tuberculosis to his/her supervisor. A Workers' Compensation "First Notice of Injury" report documenting the exposure shall be completed and submitted to Human Resources.
- B. Injuries caused by employment related accidents are categorized as either preventable or non-preventable. The Chief of Police or his/her designee is responsible for determining if an injury is preventable or non-preventable. The employee may appeal the decision of the Chief of Police or his/her designee to the City Manager within five (5) days of receipt of the decision of the Chief of Police or his/her designee.

SECTION III

Preventable Injury

A preventable injury is defined as an injury resulting from an accident or incident whereby all that was reasonably expected to be done in order to prevent the accident or incident was not done.

- A. An employee sustaining a loss of work time due to a preventable injury, must use accrued sick and/or vacation leave for the first five (5) consecutive working days of absence. Workers' Compensation does not cover wages lost if an employee returns to work prior to 7 calendar days from the date of injury. In the event the lost-time exceeds 21 calendar days from the date of injury, workers' compensation will pay for lost time back to the first day missed and appropriate action may be taken to restore the leave time used. (Reimbursement to the City for hours paid.)
- B. Compensation for a preventable injury is limited to use of accrued leave and amount paid by the workers' compensation insurance carrier.
- C. Employees may receive a combination of workers' compensation benefits and vacation/sick pay to retain their normal pay during lost time.

SECTION IV

Non-Preventable Injury

A non-preventable injury is defined as an injury resulting from an accident or incident whereby all that was reasonably expected to be done in order to prevent the accident or incident was done.

- A. The City reserves the right to have each employee on non-preventable injury status examined by a physician selected by the City and to review the medical records of the employee as maintained by the hospital and/or physician. In the event of a difference of opinion regarding the injury and/or prognosis, the City medical opinion will prevail in determining the non-preventable injury status. If it is determined that the employee's physical condition will permit, the employee may be required to report for light duty.
- B. During a loss of work time period resulting from a non-preventable injury, calendar days 1 through 7 shall be coded on the employee's timesheet as code # 67 ILOD. Workers' Compensation does not cover wages lost if an employee returns to work prior to seven calendar days from the date of injury. In the event the lost-time exceeds 21 calendar days from the date of injury, Workers' Compensation will pay for lost time back to the first day of missed work and appropriate action will be taken to restore the leave time used (reimbursement to the City for hours paid).
 - 1. Beginning on the eighth calendar day of absence, payroll codes #67 and 68 ILOD are used accordingly. The department's payroll preparer is responsible for coding payroll hours.
 - 2. Hours coded as 67 are the taxable amount the employee will receive from the City. The remaining salary is provided by Workers' Compensation and is non-taxable. The salary received from the City in conjunction with the salary received from Workers' Compensation constitutes the employee's full salary.
 - 3. If an employee's taxable earnings are not enough to cover payment of selected deductions (i.e. - FOP dues, out of pocket expenses for benefits, child support etc. arrangements should be made through Human Resources for payment of these deductions in order to keep them in effect. Each employee is responsible for payment of his/her scheduled deductions.
 - 4. In the event the estimated return to full duty is beyond the six (6) month period, a review board (Chief of Police, Human Resources Director, and City Manager) will meet and render a decision that must indicate one of the following:
 - a) At the end of the six (6) month period, 1/3 regular pay will be discontinued; and Workers' Compensation checks will be mailed directly to the employee;
 - b) Assign light duty; or
 - c) Recommend retirement (medical or disability).
- C. Length of Service Date - Absence in excess of ninety (90) days or more shall cause the length of service date to be deferred for an equivalent length of time.

SECTION V

Vehicular Accidents

Vehicular accidents shall be classified as either "Avoidable" or "Non-Avoidable".

- A. Avoidable - Any vehicular accident whereby the traffic laws, department policies and/or City policies and procedures were not adhered to.
- B. Non-Avoidable - Any vehicular accident whereby all the traffic laws, department policies and/or City policies and procedures were adhered to; however, the accident still occurred.
- C. When an employment related vehicle accident occurs, the Chief of Police or his/her designee will provide full documentation to substantiate the request for Avoidable or Non-Avoidable status. The Chief of Police or his/her designee will be responsible for determining if an accident should be classified as Avoidable or Non-Avoidable. The employee may appeal the decision of the Chief of Police or his/her designee to the City Manager within five (5) days upon receipt of the notification of the Chief of Police or his/her designee.

SECTION VI

Procedures for Treatment of Injuries or Exposures

Employees shall comply with department policies and City procedures for reporting and subsequently receiving treatment for all employment related injuries and occupational exposures.

SECTION VII

Medical Care and Follow-up Treatment

- A. Once an employee has been evaluated by the City's Occupational Health Service provider, a "Workers Compensation Uniform Medical Treatment/Status Reporting form" will be completed by the attending physician after each visit indicating the diagnosis of the injury, remarks and a treatment plan, if necessary. The employee will be counseled by the physician regarding any restrictions and will be given the necessary follow-up care/light duty instructions. All employees receiving medical treatment will be routinely drug tested as part of the treatment plan.
- B. The "Workers Compensation Uniform Medical Treatment/Status Reporting form" shall be submitted to the employee's supervisor by the employee upon the employee's return to work. It is the employee's responsibility to notify his/her supervisor of current work status immediately after each physician appointment, including outside referral physician appointments.
- C. Depending on the nature of the injury, the Occupational Health Services Physician will determine whether the employee needs specialized treatment and will arrange for referrals. In cases where the employee is referred to a specialist, Occupational Health Service will be considered the injured employee's primary care physician and will monitor all medical treatment and progress. Occupational Health Service will be responsible for certifying that the injured employee is fit to return to work or light duty.

SECTION VIII

Employee Responsibilities

It is the employee's responsibility to keep all appointments related to his/her medical evaluation and treatment plan. Cancellations should be made prior to 24 hours before any scheduled appointment time, including physical therapy appointments. If the employee fails to follow-up with Occupational Health Services as scheduled, the case will be closed.

SECTION IX

Light Duty Assignment

An employee temporarily disabled in the line of duty prohibiting the performance of the employee's regularly assigned duties may be placed in a light-duty assignment by the Chief of Police or designee. An on-the-job injury may prohibit the performance of regularly assigned duties; however, the employee may be able to perform other duties. With the City-designated physician's approval and if light-duty work is available, the employee will report to the Chief of Police, or designee, for assignment of duties within the Police Department.

In the event the employee disagrees with the physician's opinion that light-duty is suitable, the employee may select a second physician approved by the City. If the second physician disagrees with the first physician's opinion, a third physician may be selected by the City and approved by the employee. The third physician's opinion as to whether the employee is physically fit to perform light-duty shall be final. If an employee refuses to return to work after the first and/or third physician has authorized light-duty, workers' compensation benefits will be denied. If an employee is denied workers' compensation benefits for refusing light-duty as set forth above, the employee may request a medical leave of absence provided the request is substantiated by the employee's personal physician.

An employee on light-duty shall not receive less than his/her full pay. The City is under no obligation to create a light-duty assignment for an employee and the provision of light-duty for an employee shall not be precedent for providing light-duty for another employee. An employee who requires physical therapy and rehabilitation by the doctor will not be charged for this time.

ARTICLE 24

EDUCATION TUITION REIMBURSEMENT

SECTION I

The City will reimburse employees for educational expenses, if funded, in accordance with the Personnel Rules and Regulations, Section 11-5.

ARTICLE 25

RESIDENCY REQUIREMENT

SECTION I

All employees will reside within a thirty-five (35) mile radius from the Police Department facility, except as authorized by the Chief of Police or his/her designee.

ARTICLE 26

TRAINING

SECTION I

The City recognizes it is imperative to continually provide an opportunity for employees to receive as much training as possible in order to maintain professional standards, maintain certification and increase their knowledge and skills. The Chief of Police or designee must approve all training.

SECTION II

Required attendance at lectures, meetings, in-service training programs, and similar activities will be counted as paid time. Attendance that is voluntary and not required will not be counted as paid time.

SECTION III

The Chief of Police or designee must approve all overnight lodging arrangements for required training activities in order to be paid for by the City.

SECTION IV

The Department shall pay all expenses relating to approved training including the following:

- A. Transportation to and from training outside of Hillsborough County. (A City vehicle may be used for travel to training if available.)
- B. All equipment necessary for the training
- C. Lodging when the training is located outside of Hillsborough, Manatee, Pinellas, Pasco, or Polk Counties.
- D. Provide per diem for food when the training is located outside of Hillsborough County.
- E. The applicable per diem rate will be based on the current rates established by the U.S. General Services Administration (GSA) and distributed annually by the Finance Department.

ARTICLE 27

UNIFORM & EQUIPMENT ALLOWANCE

SECTION I

Each member of the Department is responsible for maintaining his/her uniform and personal equipment in such a manner as to project a neat, clean, and professional image.

SECTION II

Uniformed Assignments

The City will provide, to newly hired officers, the following listed uniform and equipment package. Other items currently issued to newly hired officers will continue to be issued as needed.

UNIFORM

- a. 1 class A long sleeve shirt
- b. 1 class B short sleeve shirt
- c. 1 class A/B pant
- d. 1 class D long sleeve shirt
- e. 3 class D short sleeve shirts
- f. 3 class D pants
- g. 1 tie
- h. 1 dress hat, hat badge, cover
- i. 1 duty baseball hat
- j. 1 badge
- k. 1 set of TTPD brass/insignia
- l. 1 raincoat
- m. 1 jacket
- n. 3 t-shirts
- o. 1 polo shirt

EQUIPMENT

- a. 1 firearm
- b. 3 magazines
- c. 1 gun belt
- d. 1 under belt
- e. 1 magazine holder
- f. 1 holster
- g. 1 set of handcuffs and case
- h. 1 expandable baton and holder
- i. 1 pepper spray canister and holder
- j. 1 radio holder
- k. 1 soft body armor vest
- l. 1 outer vest carrier

SECTION III

To ensure that uniforms and equipment are maintained in the appropriate manner, each uniformed employee, when ordered, shall provide evidence to their respective supervisor that all issued uniforms and equipment are in good and serviceable condition.

The ownership and title to all uniforms and equipment issued to the Police Department's personnel is vested in the Temple Terrace Police Department. Members shall be held strictly accountable for the proper care, use, and maintenance of all issued uniforms and equipment. Loss or damage of issued uniforms, or equipment, shall immediately be reported to a supervisor in writing and forwarded to the respective Division Commander.

Members shall be held responsible for the replacement of any lost or damaged equipment when the loss or damage is due to negligence.

The City will replace all items listed on the Uniform and Equipment package that are damaged, as a direct result of an officer performing the duties of his/her position. The City will replace all items listed on the Uniform and Equipment package that become unserviceable, due to normal wear and tear, with prior approval from the member's supervisor and Division Commander.

Effective October 1, 2026, the City shall replace Class D uniforms only for: (1) newly hired officers covered by this Agreement who are initially issued Class D uniforms by the Department; and (2) officers who previously purchased their Class D uniforms through the Department's approved vendor, MES, and whose uniforms are Department-approved brands (5.11 Tactical and Born Primitive). Officers who purchased Born Primitive Class D uniforms from a source other than the Department's approved vendor, MES, may also be eligible for replacement under this provision if they provide a receipt demonstrating the original purchase of the uniform. Replacement of Class D uniforms shall require the prior approval of the member's supervisor and Division Commander, who must determine that the uniform is unserviceable and requires replacement. As a condition of replacement, the member shall surrender the worn uniform item(s) to the Department. Officers who did not originally purchase their Class D uniforms through the Department's approved vendor, MES, shall not be eligible for replacement Class D uniforms under this provision, except as provided above for Born Primitive uniforms with proof of original purchase.

SECTION IV

The Department will issue an outer vest carrier for soft body armor upon hire. The outer vest carrier will then be replaced by the Department when an officer's soft body armor is replaced in accordance with manufacturer recommendations.

SECTION V

Each uniformed officer will be paid a shoe allowance, in the amount of \$150, on the next regularly scheduled payday after October 1st.

SECTION VI

Criminal Investigations Unit Assignments

Upon assignment to the Criminal Investigations Unit, the City will pay the newly assigned member a one-time payment of \$500 on the next regularly scheduled pay day following the effective date of the assignment.

Thereafter, upon completing one (1) year of continuous service in the Criminal Investigations Unit, the member shall become eligible to receive the annual Criminal Investigations Unit allowance of \$500, paid in two equal installments of \$250 on the next regularly scheduled pay day following January 1st and July 1st of each calendar year.

Within thirty (30) days of receiving the disbursement in January, members must submit to their supervisor for inspection, (1) short sleeve uniform shirt, one (1) long sleeve uniform shirt, and one (1) pair of A/B uniform pants, in serviceable condition. The supervisor will document the uniform inspection on a Department approved form which will be submitted to their division commander.

SECTION VII

The City shall reimburse, or repair/replace, at the Police Chief's discretion, all personal property damaged as a direct result of an officer performing the duties of his/her position. The total value shall not exceed two hundred dollars (\$200.00) per item except prescription eyeglasses. The reimbursement or replacement of prescription eyeglasses shall not exceed a total value of three hundred dollars (\$300).

SECTION VIII

Upon an employee's longevity retirement, of 20 years of service, from the City, under pension plan or upon an employee's disability retirement, the employee will be given the option to retain his/her service weapon as an award for their years of service to the City.

ARTICLE 28

PROMOTIONAL PROCESS

SECTION I

- A. Assignment to Detective, and promotion to Corporal or Sergeant is at the sole discretion of the Chief of Police or designee.
- B. Assignment to Master Police Officer, Master Corporal, and Master Sergeant is outlined within Article 32, of the respective contracts.

SECTION II

An employee selected for promotion will be required to pass a substance abuse test. Upon notification of promotion, the employee must contact Human Resources prior to the conclusion of the next business day, excluding Saturdays and Sundays, for substance abuse test scheduling.

If the employee fails to report to the designated facility for substance abuse testing, the promotion will be rescinded, and the employee will be removed from the current promotional list and ineligible for promotion for twelve (12) months. Positive test results will disqualify an employee from continuing in the promotional process. The effective date of the promotion will be determined by the Chief of Police or designee after receiving negative test results.

SECTION III

- A. When a Corporal or Sergeant position becomes available, the City will fill that position within thirty (30) days of the availability.
- B. Members wishing to be considered for promotion to the rank of Corporal or Sergeant, who meet the minimum requirements listed in the respective job description, must submit a letter of intent to the Chief of Police.
 - 1. Letters of intent will remain on file for two years unless the member submits a written request to the Chief of Police voluntarily withdrawing their name from consideration.

ARTICLE 29

FORMAL INVESTIGATIONS

SECTION I

The parties recognize that the security of the City, and its citizens, depends to a great extent upon the manner in which the employees covered by this Agreement perform their various duties. Additionally, the parties recognize that the performance of such duties involves these employees in all manners of contacts and relationships with the public. Out of such contacts, and/or relationships, questions may arise or complaints may be made concerning the actions of employees covered by this Agreement. Investigations of such questions and complaints will be conducted by, or under the direction of, departmental management officials. The primary concern of the officials must be the security of the City, the preservation of the public interest, and fair and objective investigation of all allegations made against law enforcement officers. All criminal allegations must be sworn to in writing.

SECTION II

In order to maintain the security of the City, and protect the interests of its citizens, the parties agree that the City must have the unrestricted right to conduct investigations of citizen complaints, and matters of internal security. The parties understand that any investigation and investigative interrogation of any employee covered by this Agreement, relative to a citizen's complaint and/or a matter of internal security, will be conducted in compliance with Chapter 112.532 and 112.533, Florida Statutes. Complaints will include all written statements, video, and audio recordings.

SECTION III

Should an employee be charged with conduct unbecoming an officer, the charge will be specific in its allegations, and will describe the conduct that is the basis of the charge.

In cases where it is decided to relieve an employee from duty, pending an investigation or other administrative action, the employee will remain on full salary and will suffer no loss of benefits during this period of time.

SECTION IV

When an investigation of an employee by the Department is completed, the Chief of Police will determine the disposition of the investigation according to the following:

- A. **SUSTAINED**
The investigation disclosed sufficient evidence to clearly prove the allegation made in the complaint.
- B. **NOT SUSTAINED**
The investigation failed to disclose sufficient evidence to clearly prove the allegation made in the complaint, or to disprove conclusively such allegation.
- C. **UNFOUNDED**
 - 1. **NOT INVOLVED**
The investigation disclosed that the named employee was not involved in the alleged incident.

2. UNWARRANTED
The allegation was made in good faith, without malicious intent. However, the investigation disclosed that the allegation lacks a basis in fact.
 3. FALSE
The allegation is false. The alleged incident never took place.
- D. EXONERATED
The acts that provided the basis for the complaint or allegations did occur. However, the investigation revealed that they were justified, lawful and proper.
- E. EXONERATED DUE TO POLICY FAILURE
1. A finding or conclusion that present policy, procedures, rules or regulations covering the situation are non-existent or inadequate.
 2. In all cases involving a finding of Exonerated Due to Policy Failure, the employer shall initiate a review of the policy in question and draft a recommendation to resolve the failure.

SECTION V

Upon final determination of the disposition of an investigation, the Chief of Police or designee will so inform the employee.

SECTION VI

At the discretion of the Chief of Police or designee, false and malicious accusations by third party complainants, whether criminal or administrative in nature, may be referred to the State Attorney's office for review and prosecution. The term "third party complainant" as used in this article applies to a person who is not an employee of the Police Department.

SECTION VII

All discipline shall be for just cause.

ARTICLE 30

GRIEVANCE AND ARBITRATION PROCEDURES

SECTION I

In a mutual effort to provide harmonious working relations between the parties to this Agreement, the parties agree there shall be a procedure for the resolution of grievances arising from the application or interpretation of this Agreement.

Fraternal Order of Police (FOP) representative will be entitled to FOP leave bank, vacation leave or leave without pay for investigating, presenting, and appealing grievances, but shall in no way, interrupt or interfere with the normal functioning of the Department.

The FOP shall designate three (3) representatives. An employee will not be recognized as an FOP representative until the FOP has notified the City in writing of his/her identity. It is the responsibility of the FOP to keep the City informed by written notice as to any changes made regarding these representatives.

For the purposes of this article, a workday is defined as Monday through Friday, excluding holidays.

SECTION II

A grievance is defined as any dispute involving the interpretation, application or alleged violation of any provision of this Agreement during the term of this Agreement. No other matter shall be considered a grievance or shall be the subject of arbitration, excluding all other matters not meeting the definition of a grievance set forth herein.

SECTION III

Every effort will be made by the employees, FOP, and the City to resolve a grievance informally and promptly at the first step with his/her immediate supervisor. An employee, at their discretion may be assisted or represented by an FOP representative or designee (e.g. - lawyer) at each step of the grievance procedure.

SECTION IV

The FOP may submit a grievance under this Article as a general or class grievance. Any class grievance shall be initially submitted to the Chief of Police or designee.

- A. Step I - The aggrieved employee may, with or without FOP representation, submit a written grievance to his/her immediate supervisor within five (5) working days of the occurrence. The written grievance at this step, and at all steps, thereafter, shall contain the following information:
 1. A statement of the grievance, including date of occurrence, details and related facts.
 2. The specific article and section of the Agreement related to the alleged violation.
 3. The signature of the aggrieved employee and, if applicable, the FOP representative.
 4. The action, remedy, or solution requested by the employee.
 5. If approved, the reason for rejection of the management's answer.
 6. The date submitted.

The immediate supervisor will hold a meeting within five (5) working days after receiving the grievance, and within five (5) working days after the meeting is held give an answer in writing to the grievant.

- B. Step II - If the grievance is not resolved at Step I, the grievant may submit a written appeal to the Chief of Police or designee within ten (10) working days after receiving a written response from the supervisor. The Chief of Police or designee will submit in writing, the disposition of the grievance to the grievant within ten (10) working days of receipt of the appeal. The Chief of Police or designee reserves the right to convene a meeting, at his discretion, with the grievant and, if applicable, the FOP representative prior to the transmittal of the disposition of the grievance to the grievant.
- C. Step III - If the grievant is not satisfied with the response of the Chief of Police or designee, the grievance appeal may be submitted in writing to the City Manager within five (5) working days after receipt of the response from the Chief of Police or designee. The City Manager reserves the right to convene a meeting, at his discretion, with the grievant and, if applicable, the FOP representative prior to the transmittal of the disposition of the grievance to the grievant. The City Manager will submit in writing his response within ten (10) working days after the receipt of the appeal or within ten (10) days after the grievance meeting, if held.
- D. Time Limits
 - 1. A grievance is conclusively deemed waived and abandoned under this Agreement unless it is brought to the City's attention within five (5) working days of the date the grievant knew or should have known of the act or failure to act which has given rise to the grievance.
 - 2. The parties acknowledge that the grievance / arbitration process should be handled expeditiously.

SECTION V

If the grievance is not resolved in Step III the aggrieved employee may, within fifteen (15) working days, submit a request for arbitration to the City Manager.

- A. Only grievances satisfying each of the following conditions are subject to arbitration:
 - 1. The written grievance and request for arbitration clearly identifies the section or provisions allegedly violated.
 - 2. A request for arbitration has been made in writing within fifteen (15) working days from and after receiving the City Manager or designee's answer.
 - 3. The grievance was processed within the time limits set forth in Section IV.D.
- B. An arbitrator hereunder shall only have jurisdiction to determine if The City of Temple Terrace violated the identified Agreement provision as indicated in the written request for arbitration, but they may consider, to the extent applicable, the entire Agreement in reaching such a decision.
- C. The arbitrator shall have the power to rule on any objection to his or her jurisdiction, including any objections to the arbitrability of any claim or counterclaim.

- D. Upon submitting the request for arbitration, the Union will request from the Federal Mediation and Conciliation Service a list of seven names of qualified arbitrators. Representatives of the parties will confer within ten (10) working days after receiving the list. The party filing the grievance will present first. Each party may reject one arbitrator as a matter of right.
- E. The hearing will be conducted in accordance with Federal Mediation & Conciliation Service (FMCS) Rules and the Federal Rules of Evidence.
- F. The arbitrator's powers are strictly limited. The arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of the Agreement in arriving at a decision of the issue or issues presented, and shall confine their decision solely to the interpretation and application of the Agreement. The arbitrator shall deal only with the grievance before him. The arbitrator shall be bound by any stipulation or joint submission of the parties.
- G. In case of a grievance involving any continuing or other money claim against the City of Temple Terrace, no award shall be made by the arbitrator which shall allow any amount for more than ten (10) working days prior to the date when such grievance shall have been submitted in writing.
- H. The arbitrator shall be required to render their decision as soon as possible, but in any event, no later than thirty (30) calendar days after the hearing. An arbitrator's failure to render a decision within the allotted timeframe will not be construed as a breach of this agreement on the part of either party.
- I. The decision of the arbitrator shall be final and binding.
- J. The arbitrator's fee and expenses will be borne equally by the parties involved in the arbitration.
- K. The expenses associated with the attendance of participants and witnesses, for either side, will be paid by the party requesting their attendance.
- L. The party employing the attorney shall pay all expenses in connection with attorney fees.
- M. Arbitration shall not be permitted for the determination of the lawfulness of any state or local law or ordinance, the City Charter, the City's Personnel Rules and Regulations or the rules, regulations and general orders of the Police Department except as it relates to the terms and conditions of this Agreement.
- N. No evidence or defense may be represented at arbitration that has not previously been documented during the processing of the grievance through Step III.

ARTICLE 31

ANNUAL EVALUATIONS

SECTION I

An employee in the bargaining unit shall be evaluated annually on the anniversary of their date of hire.

SECTION II

An employee who receives an overall performance rating that is unsatisfactory or requires improvement will be reevaluated at the end of 90 days. If the employee's overall performance does not improve to at least satisfactory, action may be taken to demote or terminate the employee for just cause.

ARTICLE 32

WAGES

SECTION I

Step Plan - Effective October 1st, 2026, new minimums and maximums will be implemented in accordance with the listed Step Plan in Section IV and the City agrees to pay each member accordingly.

Thereafter, each member of the bargaining unit shall be evaluated every fiscal year during the month of the anniversary of their date of hire using the Department's designated evaluation system. Members who receive **at least a satisfactory** on their annual evaluation will receive a one step increase to their current hourly rate.

In the event a member is promoted to the rank of Corporal or Sergeant, the member's new annual anniversary date will fall on the effective date of their promotion.

Members who have received an unsatisfactory annual evaluation who within ninety (90) days receive a satisfactory evaluation will be eligible to receive their step increase.

SECTION II

Promotions – All members of the bargaining unit who are promoted to Corporal or Sergeant shall be adjusted to the new pay grade in accordance with SECTION V.

Demotions – Master Police Officers in the bargaining unit who are reassigned to a lower pay grade (voluntarily or as a result of a disciplinary action) shall be assigned to Step 10. After one year of satisfactory performance, the member shall be reinstated to the rank of Master Police Officer and will be assigned to Step 11.

Master Police Officer Assignments - An Officer in the bargaining unit shall be assigned to the level of Master Police Officer so long as the Officer meets the minimum requirements listed in subsection A of Section II. All Officers assigned to the level of Master Police Officer shall be adjusted to the new pay grade (Step 11) on the effective date of their annual anniversary date.

- A. All Officers wishing to be assigned to the level of Master Police Officer shall meet the following minimum requirements.
 - 1. A minimum of 240 Law Enforcement course hours.
 - 2. The Officer must have attended FTO for Law Enforcement, and two leadership courses for Law Enforcement (Supervisor Techniques, Instructor Techniques, FBI-LEEDA, etc.) or their equivalent for this with previous Law Enforcement experience.
 - 3. The Officer must have completed Step 10 and have ten or more years of service with the department.

SECTION III

New minimums and maximums will be implemented **effective October 1st, 2026**, in accordance with the below listed Step Plan.

Temple Terrace Police Step Plan Year 1

Officers, Detectives, and Master Police Officers

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
\$30.19	\$31.55	\$32.97	\$34.46	\$37.56	\$39.25	\$41.01	\$42.86	\$44.79	\$46.80	\$49.61
\$2,535.96	\$2,650.20	\$2,769.48	\$2,894.64	\$3,155.04	\$3,297.00	\$3,444.84	\$3,600.24	\$3,762.36	\$3,931.20	\$4,167.24
\$65,934.96	\$68,905.20	\$72,006.48	\$75,260.64	\$82,031.04	\$85,722.00	\$89,565.84	\$93,606.24	\$97,821.36	\$102,211.20	\$108,348.24

Corporals

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$44.79	\$46.80	\$48.91	\$51.11	\$53.41	\$56.61
\$3,762.36	\$3,931.20	\$4,108.44	\$4,293.24	\$4,486.44	\$4,755.24
\$97,821.36	\$102,211.20	\$106,819.44	\$111,624.24	\$116,647.44	\$123,636.24

Sergeants

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$51.11	\$53.41	\$55.81	\$58.33	\$60.95	\$63.69
\$4,293.24	\$4,486.44	\$4,688.04	\$4,899.72	\$5,119.80	\$5,349.96
\$111,624.24	\$116,647.44	\$121,889.04	\$127,392.72	\$133,114.80	\$139,098.96

SECTION IV

Officers who are promoted to Corporal will be placed in Steps in accordance with the following:

- A. Officers in Steps 1 through 8 will be placed in Corporal Step 1
- B. Officers in Step 9 will be placed in Corporal Step 2
- C. Officers in Step 10 will be placed in Corporal Step 3
- D. Officers in Step 11 will be placed in Corporal Step 5

Officers who are promoted to Sergeant will be placed in Steps in accordance with the following:

- A. Officers in Steps 1 through 10 will be placed in Sergeant Step 1
- B. Officers in Step 11 will be placed in Sergeant Step 2

Corporals who are promoted to Sergeant will be placed in Steps in accordance with the following:

- A. Corporals in Steps 1 and 2 will be placed in Sergeant Step 1
- B. Corporals in Step 3 will be placed in Sergeant Step 2
- C. Corporals in Step 4 will be placed in Sergeant Step 3
- D. Corporals in Step 5 will be placed in Sergeant Step 4
- E. Corporals in Step 6 will be placed in Sergeant Step 5

Members who are demoted during their six (6) month probationary period will be placed into the pay Step they occupied prior to the promotion. Members who are demoted after the six (6) month probationary period will be placed in steps in accordance with the following:

A. Corporals

- 1. Corporals in Step 1 will be placed in Officer Step 1 through 8 based upon their length of service as a Sworn member of the Department;
- 2. Corporals in Step 2 will be placed in Officer Step 9;
- 3. Corporals in Steps 3, 4, and 5 will be placed in Officer Step 10;
- 4. Corporals in Step 6 will be placed in Step 11, but will not have the title nor wear the insignia of Master Police Officer, until after one year of satisfactory performance within Step 11.

B. Sergeants demoted to Corporal

- 1. Sergeants in Step 1 will be placed in Corporal Step 2
- 2. Sergeants in Step 2 will be placed in Corporal Step 3
- 3. Sergeants in Step 3 will be placed in Corporal Step 4
- 4. Sergeants in Step 4 and 5 will be placed in Corporal Step 5
- 5. Sergeants in Step 6 will be placed in Corporal Step 6 but will not have the title nor wear the insignia of Master Corporal, until after one year of satisfactory performance within Step 6.

C. Sergeants demoted to Officer

- 1. Sergeants in Steps 1 through 3 will be placed in Officer Step 10
- 2. Sergeants in Steps 4 through 6 will be placed in Officer Step 11 but will not have the title nor wear the insignia of Master Police Officer, until after one year of satisfactory performance within Step 11.

ARTICLE 33

SUBSTANCE ABUSE TESTING

SECTION I

Employees shall refrain from using, possessing, dispensing, or the selling of any drug/chemical substance not prescribed for use by a licensed physician except where directed by the Chief of Police, or designee, and the use of a prescribed medication in a manner that does not substantially conform to the direction of the prescribing physician. Also, the consumption of any alcohol while on duty is similarly prohibited.

SECTION II

An employee who is required to take prescription medicine which possesses possible side effects that may impair the safe performance of the employee's duties, shall notify his/her immediate supervisor at the start of the work shift.

SECTION III

Employees are subject to random urinalysis and/or blood testing. The Chief of Police or designee will notify Human Resources when to conduct the random test and how many are to be tested for controlled substance or alcohol. Human Resources will conduct the random selection by computer. An FOP representative shall be present to validate the random selection process.

SECTION IV

The initial screening shall be through the Enzyme Multiplied Immunoassay Technique (EMIT) test or one of equivalent validity. At the request of the employee, two separate samples shall be simultaneously received. Where the urinalysis of an employee specimen is positive for drugs/chemical substances, the employee may have the second sample tested by a separate lab. In the event of a positive reading, the second test shall be the Gas Chromatography/Mass Spectrometry (GC/MS) test or one of equivalent validity. Collection, transport, and storage of samples shall observe proper chain of custody and clinical procedures. Refusal to submit to testing shall be cause for dismissal.

SECTION V

Test Results

- A. If the test results establish with reasonable scientific certainty that an employee is present at work with the presence of alcohol in his/her system, the employee may be disciplined and/or dismissed.
- B. If the test results establish with reasonable scientific certainty that an employee is in violation of Section I of this Article with regard to illegal or controlled drugs/chemicals, the employee shall be dismissed.

SECTION VI

Where reasonable suspicion arises, the employee will be directed to a certified drug or alcohol testing laboratory, clinic, or hospital to give the sample. Urinalysis testing will be used in cases of suspected drug use.

SECTION VII

The City shall provide referral guidance to employees seeking professional assistance in dealing with a drug or alcohol related problem; however, such guidance must be requested by the employee. Participation in such programs shall not mitigate or stay the implementation of dismissal or other action against the employee for violation of this Article's provision, nor discipline/dismissal for other drug/alcohol related offenses.

SECTION VIII

The parties agree that the City currently has in place a drug free workplace program under the Florida Worker's Compensation Law and that the City may unilaterally update such program to conform to changes in the law. To the extent such program is inconsistent with the Agreement, the program shall prevail. The City agrees to pay for the administrative costs of the program as well as any drug or alcohol tests it requires while the employee is responsible for any test he/she requests or any personal rehabilitation expenses.

ARTICLE 34

SENIORITY AND REDUCTION IN FORCE

SECTION I

Seniority is determined from an employee's most recent date of employment or reemployment as a Police Officer. In the event more than one officer is employed as a Police Officer on the same day, seniority will be determined based on application dates. Seniority will not accrue during a leave of absence without pay of ninety (90) calendar days or more. Such an absence shall cause this date to be adjusted for an equivalent amount of time. Total length of service with the City shall be used for purpose of computing vacations, service awards and other matters based on length of service.

SECTION II

Employees shall lose their seniority as a result of the following:

- A. Voluntary termination
- B. Retirement
- C. Separation from employment
- D. Layoff exceeding eighteen (18) months
- E. Failure to return to work within fourteen (14) calendar days of return receipt verification of certified mail of the recall offer notice.
- F. Failure to return from military leave within the time limits prescribed in Section 12-8, City Rules and Regulations.

SECTION III

It shall be the City's proper right and function to determine if and when any reduction in force shall take place, as well as the extent of any such reduction.

SECTION IV

In the event of a reduction of force, the City reserves the right to reduce the number of officers in any job classification and seniority will be used to make those reductions. An employee in a higher job classification shall have the right to "bump" an employee in a lower classification. The reduction in force will then occur in the lower classification. No regular full time officers shall be laid off unless all new hire probationary officers have first been laid off. The City shall have the right to select which probationary officers are laid off.

In the event that regular full time officers are to be laid off, selection for lay off will be made on the basis of seniority.

SECTION V

Non-probationary employees in layoff status shall have recall rights for a period of eighteen (18) months and have preference to positions in their layoff classifications over new applicants. When employees are recalled from layoff, those with the greatest classification seniority shall be called first. Recall will be made by certified mail to the last address in the employer's records. The recall notice must be answered within seven (7) calendar days of its delivery for the notice to be effective.

SECTION VI

The City reserves the right to require a physical/psychological examination and substance abuse test prior to any recalled employee being placed back on the active payroll.

SECTION VII

Upon recall to fill vacancies in their laid off classification, employees shall receive the same hourly rate they held at the time of layoff and, in addition, any negotiated increase that may be applicable. Further, all sick leave which employees may have had credited to them at the time of layoff, shall be restored.

SECTION VIII

Employees who accept or are placed in a lower classification as a result of demotion, layoff or transfer, shall receive an hourly rate not to exceed the maximum rate for the lower classification or his current hourly rate whichever is lower.

ARTICLE 35

OTHER COMPENSATION

SECTION I

A Field Training Officer assigned to train a new officer by the shift supervisor shall be compensated by receiving one and a half (1.5) additional hours of regular pay for each shift they provide the training.

SECTION II

An on call employee who is a member of the Criminal Investigations Unit (CIU) in Active Status or a member of the following specialized units, shall be compensated in the following manner; either a take home vehicle (if assigned) or by receiving a \$20.00 salary increase per two week pay period.
Approved Specialized Units:

- A. Special Weapons and Tactics (SWAT)
- B. Critical Response Team (CRT)
- C. Traffic Fatality Unit (TFU)
- D. Drug Recognition Expert (DRE)
- E. Detectives
- F. Sergeant assigned to the Criminal Investigations Unit
- G. Corporal assigned to the Criminal Investigations Unit

SECTION III

Officers and Supervisors who are assigned to the Patrol Division on an Evening/Night Shift which is repeatedly and routinely scheduled by the Department from 1800-0600 and 1900-0700 hours shall be eligible to receive up to a maximum of 84 hours of Shift Differential Pay per pay period.

Payment shall be made at a rate of \$1.00 per hour for only regular (01) scheduled hours worked within the 84 hour pay period and will not be compounded by overtime or FTO pay. Officers or Supervisors required to work a city approved holiday would be eligible to receive differential pay for those hours actually worked on the holiday.

Neither employees nor the Department may reschedule employees for the sole purpose of qualifying for Shift Differential Pay.

SECTION IV

Detectives and Supervisors who are assigned to the Criminal Investigations Unit shall be eligible to receive up to a maximum of 84 hours of CIU Incentive Pay per pay period. Payment shall be at a rate of \$1.00 for each regular (01) scheduled hours worked within the 84 hour pay period and will not be compounded by overtime.

Neither employees nor the Department may assign employees to CIU for the sole purpose of qualifying for CIU Incentive Pay.

ARTICLE 36

CONTRACT DURATION, MODIFICATION AND TERMINATION

SECTION I

This Agreement expresses the full and complete understanding and is the entire Agreement of the parties terminating all other prior agreements. It is, therefore, agreed that this Agreement shall be effective October 1, 2026, and remain in full force and effect through September 30, 2027, and thereafter from year to year unless either party notifies the other in writing no less than ninety (90) days prior to and no more than one hundred and eighty (180) days prior to any expiration date of its desire to change, modify or terminate this Agreement upon the expiration date.

SECTION II

Absent mutual agreement by the parties, the parties agree that neither party may reopen any Article of this Agreement prior to September 30, 2027.

ENDORSEMENTS

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their authorized representatives on the _____ day of _____, 2026.

**FOR THE
CITY OF TEMPLE TERRACE**

By: _____
Antonio Nazario
Human Resources
Director/Asst. City Manager

By: _____
Robert Staley
Chief of Police

**FOR THE
FLORIDA STATE LODGE
FRATERNAL ORDER OF POLICE INC.**

By: _____
William Lawless
FOP Staff Representative

RATIFICATION ENDORSEMENTS:

This Agreement is accepted and ratified by the membership of the City of Temple Terrace Florida State Lodge Fraternal Order of Police Inc. on the _____ day of _____, 2026.

**FOR THE
CORPORALS, MASTER CORPORALS,
SERGEANTS, AND MASTER SERGEANTS**

By: _____
Labor Unit Representative

This Agreement is accepted and ratified by the duly elected and governing Council of the City of Temple Terrace, Florida, the _____ day of _____, 2026.

**FOR THE
TEMPLE TERRACE CITY COUNCIL**

By: _____
Andrew Ross, Mayor

ATTESTS:

By: _____
Lynda Sader, City Clerk

By: _____
Carlos Baña, City Manager

Item Cover Page

City Council Item Report

Date: August 4, 2026

From: Jeannie Barlow, Senior Executive Assistant

Item Type: Resolution - Agreement/Contract

Subject: Resolution Approving a One-Year Agreement with the Fraternal Order of Police Representing Police Officers, Detectives, and Master Police Officers

Presenter: Antonio Nazario

Recommendation:

It is recommended that City Council adopt a resolution approving a one-year Agreement with the Fraternal Order of Police Representing Police Officers, Detectives, and Master Police Officers.

Discussion:

On June 18, 2026, representatives from the City and the Fraternal Order of Police tentatively agreed to accept the terms of a new bargaining unit agreement. As a result, the labor unit representing the Police Officers, Detectives, and Master Police Officers voted to ratify the proposed agreement on July 7, 2026, and have subsequently executed their portions of said agreement.

The one (1) year labor agreement, effective October 1, 2026, through September 30, 2027, includes the following substantive changes:

1. The length of the agreement has changed from the standard three years to a one-year agreement.
2. Article 14: Vacation Leave
Implements a three-tier vacation accrual plan and adds 24 hours of vacation leave to the leave banks of all employees covered by this agreement.
3. Article 27: Uniform & Equipment Allowance
Increases officers' boot allowance from \$90 to \$150 annually; the reimbursable allowance for prescription glasses damaged in the line of duty from \$150 to \$300; and the reimbursable allowance for personal property damaged in the line of duty from \$100 to \$200.

4. Article 32: Wages

The new step implements, on average, a 2% cost of living adjustment and revises the step increases to create a consistent progression, with the addition of a “super step” for fifth-year and eleventh- year officers.

Resolution/Ordinance Information:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING A ONE-YEAR AGREEMENT BETWEEN THE CITY OF TEMPLE TERRACE AND THE FRATERNAL ORDER OF POLICE REPRESENTING POLICE OFFICERS, DETECTIVES, AND MASTER POLICE OFFICERS, AUTHORIZING EXECUTION; PROVIDING AN EFFECTIVE DATE.

Appropriation Code:

Requirements:

Resolution

Cost:

Attachments:

1. Resolution - Agreement Police Officers Detectives Master Police Officers v3
2. FOP Contract -Police Officers 2026-2027 - Final

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING A ONE-YEAR AGREEMENT BETWEEN THE CITY OF TEMPLE TERRACE AND THE FRATERNAL ORDER OF POLICE REPRESENTING POLICE OFFICERS, DETECTIVES, AND MASTER POLICE OFFICERS, AUTHORIZING EXECUTION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and the Fraternal Order of Police, Florida State Lodge (FOP), tentatively agreed to the terms of a new bargaining unit agreement on July 2, 2026; and

WHEREAS, on July 7, 2026, the FOP notified Police Administration that the labor unit representing Police Officers, Detectives, and Master Police Officers had voted to ratify the proposed agreement, a copy of which is attached as Exhibit 1; and

WHEREAS, the one-year agreement, effective October 1, 2026 through September 30, 2027, establishes a wage increase to the previously established step plan within the parameters authorized by the City Council; implements a 2% cost-of-living adjustment; revises the step increases to create a consistent progression, with the exception of “super steps” for fifth-year and eleventh-year officers; increases the annual boot allowance from \$90 to \$150; implements a three-tier vacation accrual plan; adds 24 hours of vacation leave to the leave banks of all employees covered by this agreement; increases the reimbursable allowance for prescription glasses damaged in the line of duty from \$150 to \$300; and increases the reimbursable allowance for personal property damaged in the line of duty from \$100 to \$200; and

WHEREAS, other modifications to the existing agreement, having no financial impact, were made throughout the proposed agreement in an effort to keep procedures and language current and applicable to daily operations.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, that:

1. The one-year agreement, attached hereto as Exhibit 1, effective October 1, 2026, through September 30, 2027, between the City of Temple Terrace and the labor unit of Police Officers, Detectives, and Master Police Officers represented by the Fraternal Order of Police, Florida State Lodge is approved.
2. The Mayor and City Manager are authorized to execute the agreement on behalf of the City.
3. The resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, this
4th day of August 2026.**

(Corporate Seal)



X

Andrew Ross, Mayor
Chair of the City Council

Attest:

X

Lynda Sader
City Clerk

AGREEMENT BETWEEN

FRATERNAL ORDER OF POLICE
FLORIDA STATE LODGE INC.

REPRESENTING POLICE OFFICERS,
DETECTIVES, AND MASTER POLICE
OFFICERS

AND

THE CITY OF TEMPLE TERRACE,
FLORIDA



October 1, 2026, through September 30, 2027

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Police Officers, Detectives, Master Police Officers

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ARTICLE I

PREAMBLE

SECTION I

This Agreement is entered into by the City of Temple Terrace, Florida, hereinafter referred to as the "City," and the Florida State Lodge Fraternal Order of Police Inc., hereinafter referred to as the "FOP." The purpose of this written Agreement is to promote harmonious relations between the City and the FOP; to establish an orderly procedure to settle differences that might arise; and to set forth the agreement between the parties concerning rates of pay, hours of work, and other conditions of employment.

SECTION II

When this Agreement does not speak to a subject, the written Police Department Policies and Procedures shall apply. In the event the Agreement or the written Police Department Policies and Procedures do not apply, then the City's Personnel Rules and Regulations shall apply.

ARTICLE 2

POLICE OFFICERS, DETECTIVES, MASTER POLICE OFFICERS

SECTION I

For the purposes set forth in Chapter 447, Part II, Florida Statutes, the City recognizes the FOP as the sole and exclusive collective bargaining agent of full time Sworn Law Enforcement Police Officers, Detectives, and Master Police Officers within the bargaining unit certified in Florida Public Employees Relations Commission Certification No. 1177 on November 17, 1997.

ARTICLE 3

MANAGEMENT RIGHTS

SECTION I

Except as expressly limited by any provision of this Agreement or by Law, the City reserves and retains exclusively all of its normal and inherent rights with respect to the management of its operations, whether exercised or not, including but not limited to; its right to alter or vary past practices; the right to alter existing working conditions, and otherwise to take such measures as the City may determine to be necessary to the orderly and effective operation of its various operations, functions, and services. Such rights may be exercised without prior notice to or consultation with the FOP except as otherwise expressly limited in this Agreement.

SECTION II

Nothing in this Agreement shall be construed so as to limit or impair the right of the City to exercise its sole and exclusive discretion on all of the following matters, except as otherwise expressly limited in this Agreement or by Law:

- A. To determine the purpose, function, and missions of the Police Department and its constituent units.
- B. To manage the Department and control its organization and operations.
- C. To perform any duties and exercise any responsibilities which are assigned to the City by Federal and State Law, City Ordinance or by City Regulation.
- D. To determine and adopt such policies and programs, standards, rules, regulations, and general orders as are deemed by the City to be necessary for the operation and/or improvement of the Department, and to select, manage, and direct personnel.
- E. To set the methods, means of operations and standards of public safety and service to be offered by the Department, including the extent of its operations and services, and to contract operations or services or portions thereof to the extent deemed practical and feasible by the City to other governmental entities or departments of the City.
- F. To decide the number, location, design type, model, maintenance assignment, and utilization of the Department's facilities, supplies, vehicles, personal or departmental equipment, and weapons. To relocate, remodel or otherwise revise or modify operations, services, facilities, supplies, equipment, and vehicles as may be deemed necessary for the efficient operation of the Police Department.
- G. To determine the qualifications of all employees of the Police Department. To select, examine, hire, classify, train, evaluate, layoff, assign, schedule, retain, terminate, transfer, promote, direct, and manage all employees of the Department.
- H. To select supervisory and managerial personnel on the basis of management's determination of individual ability based on competitive examination, performance evaluation, seniority, special skills, classifications, or other job related elements.

- I. To discharge, demote or suspend any employee of the Police Department, and to take other disciplinary action against such employee, or to relieve such employee from duty with just cause.
- J. To increase, reduce, change, modify or alter the size, workload, job content, composition of the work force and establish, change or modify employee duties, tasks, responsibilities or requirements, and grant performance increases.
- K. To establish, change or modify the number, types and grades of positions assigned within the Department.
- L. To make, issue, publish, modify and enforce policies, procedures, rules, regulations and general orders.
- M. To determine the physical, mental and psychological fitness of employees through the use of medical and psychological examinations.

SECTION III

If the Mayor determines that civil emergency conditions exist; i.e., riots, civil disorders, hurricane or tornado conditions, epidemics, public employee strikes or other similar catastrophes, the City may suspend the provisions of this Agreement. The wage rates, insurance, discipline and discharge, grievance arbitration, and pension benefit provisions will not be suspended. Once the emergency has ended, all provisions of this Agreement will once again be in effect.

SECTION IV

It is expressly understood by, and between the parties to this Agreement that the City shall not be deemed to have waived or modified any of the rights reserved to the City under this Article by not exercising said rights in a particular matter or manner.

SECTION V

It is expressly understood that the exercise of these management rights shall not prevent an employee from filing a grievance if such action by the City violates a term of this collective bargaining Agreement.

SECTION VI

The parties are cognizant of the provisions of Florida Statutes, Chapter 447, Part II, as they apply to Law Enforcement Officers and agree that those provisions, as now stated or as amended during the term of this Agreement, will be observed in the circumstances to which they are applicable.

ARTICLE 4

PROHIBITION OF STRIKES

SECTION I

The FOP and employees covered by this Agreement shall not engage in, instigate or support:

- A. A strike.
- B. Concerted failure to report for duty.
- C. Concerted absence from their respective positions.
- D. Concerted stoppage of work.
- E. Concerted submission of resignations.
- F. Concerted abstention in whole or in part from the full and faithful performance of the duties of their employment by the City.

The foregoing prohibitive activities (A-F) shall not be engaged in for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or in the rights, privileges or obligations of public employment of any employees within or without the bargaining unit.

SECTION II

No employee or group of employees, in the furtherance of a strike or work stoppage, shall participate in:

- A. A deliberate and concerted course of conduct which adversely affects the services of the City.
- B. A concerted failure to report for work after the expiration of a collective bargaining Agreement.
- C. Disorderly conduct or other illegal picketing or handbilling of any City facility, office or premises, as provided in Chapter 447, Florida Statutes or any other law.
- D. Any picketing or handbilling of any City facility, office or premise.
- E. Any picketing or handbilling in the area of the residence or business of any official, employee or agent of the City.

SECTION III

Any employee or group of employees committing or participating in any of the acts prescribed in this Article shall be considered as having voluntarily resigned from City employment, and shall be terminated with the right of appeal under Florida Statutes 447.503 (2)(a). If any such terminated employee is re-employed by the City, it shall be on the following conditions:

- A. Such person shall be on probation for a period of six (6) months following re-employment. During this period, the person may be discharged only upon a showing of just cause.
- B. The compensation of such person may in no event exceed that received immediately prior to the time of the activity resulting in separation from employment.

- C. The compensation of the person may not be increased until after the expiration of one (1) year from such re-employment.

SECTION IV

The FOP hereby consents to an ex-parte order of the Courts of the State of Florida permanently and immediately enjoining any strike or other conduct by the FOP employees covered by this agreement, as prescribed in Sections I, II and III hereof.

SECTION V

The City shall declare when a strike has commenced in violation of the provisions of this Article. In the event there should be a strike or other prohibitive activity, the City shall not be obligated to reopen or reactivate any facilities/operations affected by that activity.

SECTION VI

Nothing in this article would prohibit members of the bargaining unit to conduct informational picketing when an impasse is declared during negotiations.

ARTICLE 5

NON-DISCRIMINATION

SECTION I

The right an employee of this bargaining unit to belong to, participate in, or refrain from belonging to the FOP shall not be prohibited, abridged, or interfered with.

SECTION II

The FOP as the certified representative of all employees covered by this collective bargaining agreement shall not discriminate with regard to representation of any employee in this bargaining unit and will accept members to its organization without regard to race, color, religion, creed, sex, age, physical handicap, national origin, dues paying member or non-dues paying member, marital status or political affiliation.

SECTION III

The City and the FOP specifically agree that the provisions of this agreement shall be equally applicable to all employees covered herein without regard to race, color, religion, creed, sex, age, physical handicap, national origin, dues paying member or non-dues paying member, marital status, or political affiliation.

ARTICLE 6

LABOR MANAGEMENT COMMITTEE

SECTION I

The City shall establish and maintain a Labor Management Committee to provide a forum to address daily problems in a systematic, constructive fashion and to resolve matters outside of the collective bargaining process.

SECTION II

Meetings of this committee shall be scheduled on a quarterly basis at the request of either party. In order to initiate such a request, ten (10) day written notice shall be required.

- A. The party requesting such a meeting shall forward to the designated representative of the other party an agenda specifying the questions/issues to be presented for discussion.
- B. The Chief of Police or designee shall determine the time, place, and duration of discussion.

SECTION III

No more than three (3) city employees shall represent each party unless all parties mutually agree to a change.

ARTICLE 7

DUES CHECK OFF

SECTION I

Employees covered by this Agreement may authorize payroll deductions for the purpose of paying FOP membership dues and standard, bargaining unit-wide assessments. No authorization shall be allowed for payment of FOP initiation fees, special assessments, fines or penalties.

SECTION II

The FOP will initially notify the City as to the amount of dues. Such notification will be certified to the City in writing, over the signature of an authorized officer of the FOP. Changes in FOP membership dues will be similarly certified to the City and shall be done at least sixty (60) days in advance of the effective date of such change.

SECTION III

The City will strive for accuracy in providing dues deduction service, but in the final analysis both the City and FOP agree that the claim for and the payment of dues is a matter to be settled between FOP and its members. Any liability for dues deducted by the City and paid over to FOP will be borne by FOP and not by the City. Therefore, the FOP will indemnify, defend, and hold the City harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the City on account of payroll deduction of FOP dues.

SECTION IV

Payroll deduction authorizations are revocable pursuant to Chapter 447.507, Florida Statutes, or at the employee's request upon thirty days written notice to the City and the FOP. The dues deduction shall be sent to the FOP at 242 Office Plaza, Tallahassee, FL 32302.

SECTION V

The employee's wages must be sufficient after other legal and required deductions are made to cover the amount of appropriate FOP dues, otherwise no deductions shall be made.

SECTION VI

An authorized officer of the FOP will furnish the City and the employee with forms for such individual authorizations and revocations.

ARTICLE 8

BULLETIN BOARDS

SECTION I

The FOP shall be entitled to one bulletin board, at its own expense, located in the officer's squad room. The board is not to exceed a size reasonable for the posting of information and is exclusively for FOP business.

SECTION II

Copies of all materials that are posted shall be submitted to the Chief of Police or designee prior to posting. A duly recognized officer of the FOP shall sign all such notices.

SECTION III

The bulletin board shall be used for posting FOP notices as follows:

- A. Notices of FOP elections and results of such elections.
- B. Notices of FOP appointments and other official FOP business.
- C. Notices of FOP meetings.

SECTION IV

Under no circumstances shall the FOP post any material which might be interpreted as political in nature, denunciatory or inflammatory, or not in good taste. No material shall be posted which is derogatory of any person or organization, or which constitutes election campaign material for or against any person, organization, or faction thereof.

SECTION V

Any notices found on the FOP bulletin board that are in violation of any sections of this Article, shall be promptly removed by the Chief of Police or designee.

ARTICLE 9

FOP BUSINESS

SECTION I

The FOP representative or unit employee shall not leave his/her post/workstation to investigate, present, handle or settle grievances, or act in administration of the collective bargaining agreement without the permission of the Chief of Police or designee. An employee shall not conduct the aforementioned during his/her assigned work hours without the permission of the Chief of Police or designee. Such permission will not be unreasonably denied, based on the department's needs when the request is made. The FOP representative shall be granted Police Pool leave bank, vacation leave, or leave without pay during the representative's regularly scheduled shift.

SECTION II

The FOP representatives will give the Chief of Police, or designee, at least 24 hours advance notice of requested leave for matters relating to grievance administration or administration of the collective bargaining agreement, except in an emergency. During collective bargaining, the City will make every reasonable attempt to schedule meetings so that employee bargaining representatives may bargain with the City during their off-duty time.

SECTION III

While on duty, a FOP bargaining unit member will not engage in the collection of FOP monies or solicitation of any kind, e.g., membership, grievances, or political activities.

SECTION IV

The Chief of Police, or designee, must approve, in advance, access of any FOP representative, who is not a City employee, to any office or workplace of the City of Temple Terrace Police Department.

The Chief of Police, or designee, should be available at reasonable times to meet with FOP representatives on matters of mutual concern. Reasonable accommodations will be made for any affected officer's work schedule.

ARTICLE 10

DUTIES AND RESPONSIBILITIES

SECTION I

It is understood and agreed by both parties that the duties and responsibilities performed by members of the bargaining unit cannot always be covered by job descriptions. Therefore, members of the bargaining unit may be required to perform duties in addition to those listed within the current job descriptions which are, in the judgment of the City, related to the purpose of the Police Department. Judgment will not be arbitrary, capricious, or unreasonable.

ARTICLE 11

PROBATIONARY PERIODS

SECTION I

There are two (2) types of probationary employees: new and current. A new employee must complete a twelve (12) month probationary period. An employee who has been promoted into a new position must complete an additional six (6) month probationary period with the possibility of a three (3) month extension implemented for just cause. Should a current probationary employee be demoted, he/she will be assigned to the rank previously held in a non-probationary status.

SECTION II

A new employee who has not completed his/her 12-month probationary period does not have the right to appeal disciplinary action and may be suspended or dismissed without just cause following a pre-disciplinary hearing.

SECTION III

A promoted employee who has served his/her six (6) month probationary period with the possibility of a three (3) month extension implemented for just cause, has the right to grieve disciplinary action by utilizing the grievance procedures as outlined in this Agreement.

ARTICLE 12

HOURS OF WORK AND OVERTIME

SECTION I

Employees in the bargaining unit are governed by working rules pursuant to the 7K partial exemption of the FLSA. All authorized and approved work performed in excess of a regularly scheduled work period shall be considered as overtime.

Officers assigned to the Patrol Division Shifts 1A, 3A, 1B or 3B will work twelve (12) hour shifts on a two-week schedule for a total of eighty-four (84) hours.

All other officers will have a designated weekly or two-week shift schedule for a total of eighty-four (84) hours in a two-week schedule as determined by the Chief of Police or his/her designee. The work period will start at 12:01 a.m. on Sunday morning and end at midnight on Saturday night.

SECTION II

Hours Worked Defined - Employees shall be compensated for all hours worked. The term "hours worked" shall include all time actually worked on active duty, on and off duty court time, recall time and any time spent answering business related telephone calls in excess of ten (10) minutes per telephone call. Only telephone calls made by an employee of the City to a member of the bargaining unit with the approval of a supervisor will be counted as hours worked if in excess of ten (10) minutes. The employee must submit a telephone log to the Chief of Police or his/her designee with information that includes the date and time of the telephone call, the time length of the telephone call, who made the telephone call, the supervisor who authorized the telephone call and the reason for the telephone call including case number if applicable. The telephone log will be submitted along with an overtime form to the Chief of Police or his/her designee for approval. Paid leave of any kind or other absences from duty, travel time to and from work, travel to training (except emergencies or training outside Hillsborough County), and travel to court on off duty time shall not be considered as time worked.

SECTION III

The City has sole discretion to schedule and/or assign hours of work and establish starting and quitting times.

All members of the bargaining unit will have a designated work schedule/shift with a designated starting time and quitting time. Work schedules/shifts will be posted and made known to all personnel. The City will give seventy-two (72) hours notice of changes in schedules/shifts or duty assignments except for officers assigned to the Special Enforcement Unit or in emergency or special operations situations as determined by the City.

SECTION IV

All authorized and approved work performed in excess of eighty-four (84) hours in a pay period shall be considered overtime and will be paid at a rate of one and one-half (1-½) times the employee's regular hourly rate of pay.

Employees who are approved for work in excess of their regularly scheduled work hours for the following reasons:

- A. Shift Coverage;
- B. Court;
- C. Investigative work; or
- D. Exigent Circumstances

Shall be paid overtime regardless of pre-scheduled vacation or sick time. Employees who schedule vacation time or sick time after receiving approval to work shall be paid in accordance with actual hours worked.

SECTION V

The City has discretion to assign and schedule overtime. Known and scheduled overtime will be assigned with as much advance notice as possible. Employees will be required to work overtime when scheduled and assigned or in emergencies. No employee in this bargaining unit is authorized to schedule and assign himself/herself to overtime duty.

SECTION VI

Whenever a normal shift change occurs, no officer shall be forced to work two continuous shifts. Officers changing from one shift to another will be entitled to at least eight (8) hours off duty time before returning to work, except in an emergency situation as determined by the Chief of Police

ARTICLE 13

HOLIDAYS

SECTION I

Employees are granted eleven (11) compensated holidays per fiscal year and will be observed in accordance with the following schedule:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Spring Holiday	Easter Sunday
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25

Employees are also granted a twelfth compensated holiday, which is a floating holiday to be taken at the employee's discretion upon approval from the Chief of Police or designee.

SECTION II

An employee who is required to work an observed holiday will receive their normal rate of pay for all hours worked on the holiday. Additionally, they will receive holiday compensation at the rate of one and one-half (1 ½) times the number of hours worked on the holiday.

An employee who is not required to work an observed holiday will receive holiday compensation at the normal rate of pay for the employee's regular scheduled shift. Employees will not receive additional holiday compensation for the holiday if they use unscheduled sick leave the day prior, the day of, or the day after the holiday.

SECTION III

An employee who is required to work any portion of an observed holiday but does not work all the scheduled hours on the holiday, will receive holiday compensation for only those hours actually worked on the holiday.

ARTICLE 14
VACATION LEAVE

SECTION I

The purpose of vacation leave is to provide a paid period of rest and relaxation to improve morale and productivity.

SECTION II

Vacation leave is accrued per hour worked for employees in an active pay status. Accrual is based on the following schedule:

Years of Service	Hours Accrued Per Hours Worked
0 through 4 years	0.05
Beginning on the fifth (5 th) anniversary of an employee's date of hire through 9 years	0.07
Beginning on the tenth (10 th) anniversary of an employee's date of hire through retirement	0.09

SECTION III

An employee shall not be considered eligible for vacation leave until completion of the Field Training and Evaluation Program.

SECTION IV

Vacation leave must be submitted on a Request Time Off Form and approved in advance by the member's immediate supervisor.

SECTION V

Upon separation from employment, an employee who has completed his/her 12-month probation period will be paid a lump sum for unused vacation time accrued at his/her current rate of pay.

SECTION VI

In the event of death, unused vacation time accrued will be paid to the employee's estate.

SECTION VII

Vacation leave may be accrued up to a maximum of 450 hours.

SECTION VIII

Effective October 1st, 2026, all current employees covered by this contract shall receive a one-time adjustment of twenty-four (24) hours to their vacation leave bank. For employees whose vacation leave balance is four hundred (400) hours or greater, the twenty-four (24) hour adjustment shall be credited to the employee's sick leave bank instead.

New full-time employees eligible for vacation leave accrual shall receive an initial balance of twenty-four (24) hours in their vacation bank upon hire.

If an employee separates from City employment prior to completing six (6) months of service, the employee is required to reimburse the City for any vacation leave hours used in excess of hours accrued.

ARTICLE 15

SICK LEAVE

SECTION I

The City provides sick leave to employees after they have been on active pay status for three (3) months. Whenever an employee is unable to report for duty due to a permitted reason, as defined in Section II of this Article, notification shall be made to the communications dispatch center no later than two hours before he/she is scheduled to report for duty. In addition to notifying the communications dispatch center, the employee will notify his/her respective supervisor if circumstances prohibit the employee from making this notification prior to the two hours of his/her respective report time. In the event of an extended illness, the employee will also notify his/her respective supervisor.

SECTION II

Sick leave may be granted for the following reasons:

- A. Personal illness that precludes performing on the job.
- B. Physician or dental appointments. Non-emergent appointments shall be pre-scheduled with the employee's supervisor.
- C. The employee's enforced quarantine in accordance with community health regulations.
- D. Illness of a member of the employee's family (spouse, child, or parent) requiring the employee's personal care and attention.
- E. Non-illness related life crisis event not exceeding 48 hours annually.

SECTION III

Employees shall accumulate sick leave on the basis of 0.0462 hours of sick leave per hour worked.

SECTION IV

Medical Certificate

- A. An employee on Injured in the Line of Duty (IILOD) leave due to an on-duty injury, will be required to obtain a release from a City approved licensed physician.
- B. An employee on sick leave, due to an off-duty injury, will be required to obtain a release from a licensed physician certifying that the officer is now able to resume full duties. The Chief of Police or designee may waive this requirement.
- C. At the discretion of the Chief of Police or designee, the approval of sick leave may require a written statement from a licensed physician certifying that the employee, due to his/her illness, is unable to resume full duties.
- D. The City reserves the right to require an employee to submit to a physical examination by a City approved licensed physician if circumstances indicate the employee misuses or attempts to misuse sick leave.

SECTION V

Family Medical Leave Act

An employee who has completed his/her 12-month probationary period may request up to twelve weeks of job-protected paid or unpaid leave for certain family and medical reasons.

Leave may be used for the following reasons: childbirth, adoption, foster placement of a child, or serious illness (employee, spouse, child, or parent). Leave with or without pay shall be taken in accordance with Personnel Rules and Regulations, Family and Medical Leave Act, and approval of the Chief of Police or designee.

SECTION VI

At the end of each fiscal year, or otherwise in accordance with established City Rules and Regulations, employees will be given the option of converting all unused sick leave in excess of 84 hours to vacation leave.

An employee who elects to convert excess sick leave to vacation leave must complete a Sick Leave Conversion Form and return to Payroll no later than August 31st each year.

SECTION VII

Upon approval of the Chief of Police, or designee, employees may donate accrued vacation leave to help another employee who has exhausted all accrued sick leave. The donating employee must have a minimum balance of 84 hours of vacation leave to be eligible to donate vacation leave to another employee.

ARTICLE 16

BEREAVEMENT LEAVE

SECTION I

Employees covered by this Agreement may be granted, upon approval of the Chief of Police or designee, time off with pay at straight time rate and indicated on the time sheet as funeral leave (not to exceed three consecutively scheduled work days) for bereavement in the event of a death in the employee's immediate family.

SECTION II

For the purpose of this article, the employee's immediate family shall be defined as, the employee's spouse, child, current stepchild, parent, current stepparent, brother, current stepbrother, sister, current stepsister, grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, and sister-in-law.

SECTION III

Should an employee require additional time, other than provided in Section I of this article, he/she may request the additional time from the Chief of Police or designee. Any additional time used may be charged to annual leave if the employee has hours accrued that can be charged. Bereavement leave shall not be counted toward the computation of overtime.

SECTION IV

The employee shall provide proof of death in his/her immediate family, as defined in Section II of this article, before compensation is approved. The Chief of Police or designee, shall decide what form of proof is required.

ARTICLE 17

MILITARY LEAVE

SECTION I

An employee who serves in the United States military, including those who serve in the Army, Navy, Marine Corps, Air Force, Coast Guard, Reserves, Army or Air National Guard, National Disaster Medical System and Commissioned Corps of the Public Health Service. shall be granted Military Leave to fulfill active military duties, field training, and/or emergency military obligations in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), 38 U.S.C. §§ 4301-4333 and Florida Statute Military Leave shall not exceed two hundred forty (240) hours in one calendar year.

- A. The employee's medical benefits and pay shall continue under the same terms and conditions as when actively employed if military service is less than 31 days. The employee shall be responsible for paying all insurance premiums after 31 days absence without pay. Sick and vacation accrual will continue throughout the duration of the absence. Credit for retirement will continue in accordance with the applicable pension plan during annual military leave.
- B. Upon return from annual military leave, the employee shall return to the same position held prior to taking the Military Leave as long as the employee has been released from military service under honorable conditions. It is the employee's responsibility to report to the City as soon as possible when the duty has ended.

SECTION II

A Military Leave of Absence "Without Pay" shall be granted according to State and Federal regulations. The employee has the option of using accrued vacation leave prior to being placed in a "Leave Without Pay" status. All sick and vacation leave accumulated prior to the military leave of absence shall remain available to the employee upon reinstatement.

SECTION III

Employees must submit orders from the appropriate military commander as evidence of call to duty and return from duty. Such orders must accompany the formal request for military leave.

SECTION IV

The employee shall provide evidence of enlistment in the applicable organization to the department. The employee shall provide timely notice of their need to perform military service except as required by military necessity or unless impossible or unreasonable. . The submission of the applicable Reserve or National Guard training schedule will satisfy this requirement. Except upon declaration of civil emergency conditions, the department will make every reasonable effort to excuse the employee from work so that required military training may be attended.

ARTICLE 18

BLOOD DONATION LEAVE

SECTION I

An employee who donates blood at a qualified blood bank will be allowed four (4) hours off with pay. Limit four (4) donor receipts for time off per fiscal year. One Fitness Incentive Program Certificate can be used in lieu of a Blood Donor Receipt.

SECTION II

The employee must obtain a donor receipt from the blood bank identifying the employee's name, the blood bank, and the date of donation. The employee must retain the donor receipt as proof of accumulated "blood time"; the time will not be accrued on City payroll records.

SECTION III

The donor receipt must be attached to a completed Request Time Off form identifying the leave as "other" and submitted with the employee's time sheet for the pay period in which the leave is used.

SECTION IV

Blood donor leave must be taken on a single occasion and cannot be split; i.e., one hour on one day and three on another. The employee must give advance notice to the supervisor of his/her desire to take "blood donor leave" and its use cannot result in undue hardship to the department.

SECTION V

In lieu of participating in the *Blood Donor Leave* program, employees may earn Blood Donor Leave by participating in the *Reading in Schools* program. Participation in the *Reading in Schools* program must be in conformance with City Rules and Regulations 12-12.

ARTICLE 19

POLICE POOL LEAVE BANK

SECTION I

All bargaining unit dues paying members shall contribute a minimum of four (4) earned vacation leave hours to the Police Pool leave bank effective October 1st of each year.

SECTION II

FOP will establish a leave bank for the purpose of enabling FOP members to attend education and FOP conferences, seminars, union negotiations, and meetings without loss of pay or benefits provided there is an adequate balance in the Police Pool leave bank. All requests for leave must be submitted in writing and approved by the Chief of Police or designee.

SECTION III

An employee shall not be allowed to withdraw leave from the bank in excess of the time available in the bank at the time of withdrawal. The City shall not be liable for any leave used or requested in excess of the available leave in the bank.

ARTICLE 20

COURT / CALL BACK

SECTION I

For the purpose of this Article, court time shall be defined as an employee's required appearance at a legal proceeding resulting from employment with the department and occurring during the employee's off-duty time.

SECTION II

Employees eligible to receive compensation for court time shall receive a minimum of three (3) hours. Required appearances at legal proceedings immediately prior to or immediately following regularly scheduled work hours, creating an extension of the employee's normal shift, shall be credited as actual time worked.

SECTION III

For the purpose of this Article, call back shall be defined as any situation when an employee has completed his/her regularly scheduled work hours, or is otherwise off-duty, and is required to return to work for reasons other than errors, corrections, or omissions on required paperwork.

SECTION IV

Employees eligible to receive compensation for call back shall receive a minimum of three (3) hours. Whenever an employee is required to return to work due to errors, corrections, or omissions on required paperwork, he/she shall be compensated for actual time worked.

ARTICLE 21

EXTRA-DUTY ASSIGNMENT

SECTION I

- A. Extra Duty Employment is defined as secondary employment that is conditioned upon the actual or potential use of law enforcement powers by a police officer.
- B. Extra Duty Employer is defined as any club, organization, company, association, group or individual who has requested the services of off-duty police officers to work approved functions as extra duty employment.

SECTION II

- A. All extra duty employment opportunities will be published for employees to access according to department policy. Assignment to extra duty employment will be made pursuant to applicable department and City rules and procedures. Employees who have successfully completed the initial employee field training program, have been approved by the Chief of Police and are not otherwise precluded due to discipline sanctions or employment status are eligible for extra duty employment.
- B. All assignments must receive prior approval from the Chief of Police or designee.

SECTION III

- A. Staffing and operational matters for extra duty employment shall conform to department policy and procedures.
- B. Concerns and issues not addressed by department policy shall be referred to the Professional Standards supervisor. If the Professional Standards supervisor is unavailable, concerns and issues shall be referred to the on-duty Patrol supervisor.

SECTION IV

All extra duty assignments will be paid at the minimum rate currently paid to sworn officers of the Tampa Police Department for extra duty employment. There is a minimum of three (3) hours pay for each extra duty employment.

ARTICLE 22

INSURANCE

SECTION I

Flexible Benefit Plan

- A. The City provides a Flexible Benefit Plan that conforms to the Internal Revenue Code Section 125. The plan gives employees flexibility in choosing benefits.
- B. Each full-time employee is provided a flexible benefit contribution by the City to purchase the desired benefits. Any cost for benefits that exceeds the flexible benefit contribution by the City shall be deducted from the employee's pay. Payroll deductions shall be made from the employee's gross pay and will not be subject to federal and Social Security taxes. Employees desiring dependent coverage may elect to do so at their expense.

Exception: Employer and employee contributions to deferred compensation plans are subject to Medicare and Social Security taxes.

- C. An employee hired after November 1, 2005, is not eligible to receive the flexible benefit contribution from the City upon retirement.

SECTION II

Retiree Group Insurance Benefits

The following guidelines and restrictions apply:

- A. The employee must have been employed by the City for at least ten years and eligible to receive normal or early retirement benefits from his/her retirement plan. An employee will be eligible to receive 5% of the total flexible benefit amount for each year of creditable service with the City of Temple Terrace up to 100% of the City contribution (flexible benefit) in place at the time of their retirement.

Example: An employee with a minimum of 10 years of service, and eligible for normal or early retirement, would receive 50% of total flex dollars (5% of total flex dollars for each year of credible service).

- B. Upon retirement an employee must elect his/her current coverage in order to be eligible to receive the City's cafeteria flex dollars. Changes to existing benefits can be made during open enrollment or as a result of a qualifying event. If coverage is not elected at the time of retirement, eligibility is withdrawn. In accordance with Florida Statute 112.0801, the retiree may continue to participate in the City's group insurance plans at his/her own expense. If, for any reason, a retiree chooses to cancel their enrollment in the City's health insurance plan, they will not be allowed to re-enroll in the plan.

SECTION III

City Insurance Committee

- A. One (1) member of the bargaining units, selected by the members of the bargaining units, will serve as a member of the City Insurance Committee. This member will represent both the supervisors' and officers', detectives', and master police officers' bargaining units.
 - 1. The representative will be selected annually by the bargaining units and will serve on the committee for a term of one (1) year.
 - 2. The members of the bargaining units will also select one designee to serve on the committee in the absence of the primary representative.
 - 3. Written notification identifying this representative and designee will be provided to the Human Resources Director no later than October 1, of each fiscal year.

ARTICLE 23

WORKERS' COMPENSATION

SECTION I

All employees of the City are covered by Workers' Compensation insurance as required by law. It is incumbent upon each employee to report any injury or the discovery of an occupational exposure as described in Section II-A to his/her immediate supervisor within 24 hours of the incident

SECTION II

Injuries and Illness

The employee's well-being is the first concern, thus, a supervisor's Accident/Incident Investigation Report Form, along with any required supplement forms, and a Workers' Compensation "First Notice of Injury" report must be prepared and forwarded to Human Resources within 24 hours of the employee's next scheduled work day. The Supervisor must complete all required department reports. All subsequent lost work time due to the injury or accident shall be documented on a Request Time Off form and submitted with the employee's timesheet at the end of the pay period.

- A. The employee shall promptly report each instance of known or suspected occupational exposure to hepatitis infection, meningococcal meningitis, or tuberculosis to his/her supervisor. A Workers' Compensation "First Notice of Injury" report documenting the exposure shall be completed and submitted to Human Resources.
- B. Injuries caused by employment related accidents are categorized as either preventable or non-preventable. The Chief of Police or his/her designee is responsible for determining if an injury is preventable or non-preventable. The employee may appeal the decision of the Chief of Police or his/her designee to the City Manager within five (5) days of receipt of the decision of the Chief of Police or his/her designee.

SECTION III

Preventable Injury

A preventable injury is defined as an injury resulting from an accident or incident whereby all that was reasonably expected to be done in order to prevent the accident or incident was not done.

- A. An employee sustaining a loss of work time due to a preventable injury, must use accrued sick and/or vacation leave for the first five (5) consecutive working days of absence. Workers' Compensation does not cover wages lost if an employee returns to work prior to 7 calendar days from the date of injury. In the event the lost time exceeds 21 calendar days from the date of injury, workers' compensation will pay for lost time back to the first day missed and appropriate action may be taken to restore the leave time used. (Reimbursement to the City for hours paid.)
- B. Compensation for a preventable injury is limited to use of accrued leave and amount paid by the workers' compensation insurance carrier.
- C. Employees may receive a combination of workers' compensation benefits and vacation/sick pay to retain their normal pay during lost time.

SECTION IV

Non-Preventable Injury

A non-preventable injury is defined as an injury resulting from an accident or incident whereby all that was reasonably expected to be done in order to prevent the accident or incident was done.

- A. The City reserves the right to have each employee on non-preventable injury status examined by a physician selected by the City and to review the medical records of the employee as maintained by the hospital and/or physician. In the event of a difference of opinion regarding the injury and/or prognosis, the City medical opinion will prevail in determining the non-preventable injury status. If it is determined that the employee's physical condition will permit, the employee may be required to report for light duty.
- B. During a loss of work time period resulting from a non-preventable injury, calendar days 1 through 7 shall be coded on the employee's timesheet as code #67 ILOD. Workers' Compensation does not cover wages lost if an employee returns to work prior to seven calendar days from the date of injury. In the event the lost-time exceeds 21 calendar days from the date of injury, Workers' Compensation will pay for lost time) back to the first day of missed work and appropriate action will be taken to restore the leave time used (reimbursement to the City for hours paid).
 - 1. Beginning on the eighth calendar day of absence, payroll codes # 67 and 68 ILOD are used accordingly. The department's payroll preparer is responsible for coding payroll hours.
 - 2. Hours coded as 67 are the taxable amount the employee will receive from the City. The remaining salary is provided by Workers' Compensation and is non-taxable. The salary received from the City in conjunction with the salary received from Workers' Compensation constitutes the employee's full salary.
 - 3. If an employee's taxable earnings are not enough to cover payment of selected deductions (i.e. - FOP dues, out of pocket expenses for benefits, child support etc. arrangements should be made through Human Resources for payment of these deductions in order to keep them in effect. Each employee is responsible for payment of his/her scheduled deductions.
 - 4. In the event the estimated return to full duty is beyond the six (6) month period, a review board (Chief of Police, Human Resources Director, and City Manager) will meet and render a decision that must indicate one of the following:
 - a) At the end of the six (6) month period, 1/3 regular pay will be discontinued; and Workers' Compensation checks will be mailed directly to the employee;
 - b) Assign light duty; or
 - c) Recommend retirement (medical or disability).
- C. Length of Service Date - Absence in excess of ninety (90) days or more shall cause the length of service date to be deferred for an equivalent length of time.

SECTION V

Vehicular Accidents

Vehicular accidents shall be classified as either "Avoidable" or "Non-Avoidable".

- A. Avoidable - Any vehicular accident whereby the traffic laws, department policies and/or City policies and procedures were not adhered to.
- B. Non-Avoidable - Any vehicular accident whereby all the traffic laws, department policies and/or City policies and procedures were adhered to; however, the accident still occurred.
- C. When an employment related vehicle accident occurs, the Chief of Police or his/her designee will provide full documentation to substantiate the request for Avoidable or Non-Avoidable status. The Chief of Police or his/her designee will be responsible for determining if an accident should be classified as Avoidable or Non-Avoidable. The employee may appeal the decision of the Chief of Police or his/her designee to the City Manager within five (5) days upon receipt of the notification of the Chief of Police or his/her designee.

SECTION VI

Procedures for Treatment of Injuries or Exposures

Employees shall comply with department policies and City procedures for reporting and subsequently receiving treatment for all employment related injuries and occupational exposures.

SECTION VII

Medical Care and Follow-up Treatment

- A. Once an employee has been evaluated by the City's Occupational Health Service provider, a "Workers Compensation Uniform Medical Treatment/Status Reporting form" will be completed by the attending physician after each visit indicating the diagnosis of the injury, remarks and a treatment plan, if necessary. The employee will be counseled by the physician regarding any restrictions and will be given the necessary follow-up care/light duty instructions. All employees receiving medical treatment will be routinely drug tested as part of the treatment plan.
- B. The "Workers Compensation Uniform Medical Treatment/Status Reporting form" shall be submitted to the employee's supervisor by the employee upon the employee's return to work. It is the employee's responsibility to notify his/her supervisor of current work status immediately after each physician appointment, including outside referral physician appointments.
- C. Depending on the nature of the injury, the Occupational Health Services Physician will determine whether the employee needs specialized treatment and will arrange for referrals. In cases where the employee is referred to a specialist, Occupational Health Service will be considered the injured employee's primary care physician and will monitor all medical treatment and progress. Occupational Health Service will be responsible for certifying that the injured employee is fit to return to work or light duty.

SECTION VIII

Employee Responsibilities

It is the employee's responsibility to keep all appointments related to his/her medical evaluation and treatment plan. Cancellations should be made prior to 24 hours before any scheduled appointment time, including physical therapy appointments. If the employee fails to follow-up with Occupational Health Services as scheduled, the case will be closed.

SECTION IX

Light Duty Assignment

An employee temporarily disabled in the line of duty prohibiting the performance of the employee's regularly assigned duties may be placed in a light-duty assignment by the Chief of Police or designee. An on-the-job injury may prohibit the performance of regularly assigned duties; however, the employee may be able to perform other duties. With the City-designated physician's approval and if light-duty work is available, the employee will report to the Chief of Police, or designee, for assignment of duties within the Police Department.

In the event the employee disagrees with the physician's opinion that light-duty is suitable, the employee may select a second physician approved by the City. If the second physician disagrees with the first physician's opinion, a third physician may be selected by the City and approved by the employee. The third physician's opinion as to whether the employee is physically fit to perform light-duty shall be final. If an employee refuses to return to work after the first and/or third physician has authorized light-duty, workers' compensation benefits will be denied. If an employee is denied workers' compensation benefits for refusing light-duty as set forth above, the employee may request a medical leave of absence provided the request is substantiated by the employee's personal physician.

An employee on light-duty shall not receive less than his/her full pay. The City is under no obligation to create a light-duty assignment for an employee and the provision of light-duty for an employee shall not be precedent for providing light-duty for another employee. An employee who requires physical therapy and rehabilitation by the doctor will not be charged for this time.

ARTICLE 24

EDUCATION TUITION REIMBURSEMENT

SECTION I

The City will reimburse employees for educational expenses, if funded, in accordance with the Personnel Rules and Regulations, Section 11-5.

ARTICLE 25

RESIDENCY REQUIREMENT

SECTION I

All employees will reside within a thirty-five (35) mile radius from the Police Department facility, except as authorized by the Chief of Police or his/her designee.

ARTICLE 26

TRAINING

SECTION I

The City recognizes it is imperative to continually provide an opportunity for employees to receive as much training as possible in order to maintain professional standards, maintain certification and increase their knowledge and skills. The Chief of Police or designee must approve all training.

SECTION II

Required attendance at lectures, meetings, in-service training programs, and similar activities will be counted as paid time. Attendance that is voluntary and not required will not be counted as paid time.

SECTION III

The Chief of Police or designee must approve all overnight lodging arrangements for required training activities in order to be paid for by the City.

SECTION IV

The Department shall pay all expenses relating to approved training including the following:

- A. Transportation to and from training outside of Hillsborough County. (A City vehicle may be used for travel to training if available.)
- B. All equipment necessary for the training
- C. Lodging when the training is located outside of Hillsborough, Manatee, Pinellas, Pasco, or Polk Counties.
- D. Provide per diem for food when the training is located outside of Hillsborough County.
- E. The applicable per diem rate will be based on the current rates established by the U.S. General Services Administration (GSA) and distributed annually by the Finance Department.

ARTICLE 27

UNIFORM & EQUIPMENT ALLOWANCE

SECTION I

Each member of the Department is responsible for maintaining his/her uniform and personal equipment in such a manner as to project a neat, clean, and professional image.

SECTION II

Uniformed Assignments

The City will provide, to newly hired officers, the following listed uniform and equipment package. Other items currently issued to newly hired officers will continue to be issued as needed.

UNIFORM

- a. 1 class A long sleeve shirt
- b. 1 class B short sleeve shirt
- c. 1 class A/B pant
- d. 1 class D long sleeve shirt
- e. 3 class D short sleeve shirts
- f. 3 class D pants
- g. 1 tie
- h. 1 dress hat, hat badge, cover
- i. 1 duty baseball hat
- j. 1 badge
- k. 1 set of TTPD brass/insignia
- l. 1 raincoat
- m. 1 jacket
- n. 3 t-shirts
- o. 1 polo shirt

EQUIPMENT

- a. 1 firearm
- b. 3 magazines
- c. 1 gun belt
- d. 1 under belt
- e. 1 magazine holder
- f. 1 holster
- g. 1 set of handcuffs and case
- h. 1 expandable baton and holder
- i. 1 pepper spray canister and holder
- j. 1 radio holder
- k. 1 soft body armor vest
- l. 1 outer vest carrier

SECTION III

To ensure that uniforms and equipment are maintained in the appropriate manner, each uniformed employee, when ordered, shall provide evidence to their respective supervisor that all issued uniforms and equipment are in good and serviceable condition.

The ownership and title to all uniforms and equipment issued to the Police Department's personnel is vested in the Temple Terrace Police Department. Members shall be held strictly accountable for the proper care, use, and maintenance of all issued uniforms and equipment. Loss or damage of issued uniforms, or equipment, shall immediately be reported to a supervisor in writing and forwarded to the respective Division Commander.

Members shall be held responsible for the replacement of any lost or damaged equipment when the loss or damage is due to negligence.

The City will replace all items listed on the Uniform and Equipment package that are damaged, as a direct result of an officer performing the duties of his/her position. The City will replace all items listed on the Uniform and Equipment package that become unserviceable, due to normal wear and tear, with prior approval from the member's supervisor and Division Commander.

Effective October 1, 2026, the City shall replace Class D uniforms only for: (1) newly hired officers covered by this Agreement who are initially issued Class D uniforms by the Department; and (2) officers who previously purchased their Class D uniforms through the Department's approved vendor, MES, and whose uniforms are Department-approved brands (5.11 Tactical and Born Primitive). Officers who purchased Born Primitive Class D uniforms from a source other than the Department's approved vendor, MES, may also be eligible for replacement under this provision if they provide a receipt demonstrating the original purchase of the uniform. Replacement of Class D uniforms shall require the prior approval of the member's supervisor and Division Commander, who must determine that the uniform is unserviceable and requires replacement. As a condition of replacement, the member shall surrender the worn uniform item(s) to the Department. Officers who did not originally purchase their Class D uniforms through the Department's approved vendor, MES, shall not be eligible for replacement Class D uniforms under this provision, except as provided above for Born Primitive uniforms with proof of original purchase.

SECTION IV

The Department will issue an outer vest carrier for soft body armor upon hire. The outer vest carrier will then be replaced by the Department when an officer's soft body armor is replaced in accordance with manufacturer recommendations.

SECTION V

Each uniformed officer will be paid a shoe allowance, in the amount of \$150, on the next regularly scheduled payday after October 1st.

SECTION VI

Criminal Investigations Unit Assignments

Upon assignment to the Criminal Investigations Unit, the City will pay the newly assigned member a one-time payment of \$500 on the next regularly scheduled pay day following the effective date of the assignment.

Thereafter, upon completing one (1) year of continuous service in the Criminal Investigations Unit, the member shall become eligible to receive the annual Criminal Investigations Unit allowance of \$500, paid in two equal installments of \$250 on the next regularly scheduled pay day following January 1st and July 1st of each calendar year.

Within thirty (30) days of receiving the disbursement in January, members must submit to their supervisor for inspection, (1) short sleeve uniform shirt, one (1) long sleeve uniform shirt, and one (1) pair of A/B uniform pants, in serviceable condition. The supervisor will document the uniform inspection on a Department approved form which will be submitted to their division commander.

SECTION VII

The City shall reimburse, or repair/replace, at the Police Chief's discretion, all personal property damaged as a direct result of an officer performing the duties of his/her position. The total value shall not exceed two hundred dollars (\$200.00) per item except prescription eyeglasses. The reimbursement or replacement of prescription eyeglasses shall not exceed a total value of three hundred dollars (\$300).

SECTION VIII

Upon an employee's longevity retirement, of 20 years of service, from the City, under pension plan or upon an employee's disability retirement, the employee will be given the option to retain his/her service weapon as an award for their years of service to the City.

ARTICLE 28

PROMOTIONAL PROCESS

SECTION I

- A. Assignment to Detective, and promotion to Corporal or Sergeant is at the sole discretion of the Chief of Police or designee.
- B. Assignment to Master Police Officer, Master Corporal, and Master Sergeant is outlined within Article 32, of the respective contracts.

SECTION II

An employee selected for promotion will be required to pass a substance abuse test. Upon notification of promotion, the employee must contact Human Resources prior to the conclusion of the next business day, excluding Saturdays and Sundays, for substance abuse test scheduling.

If the employee fails to report to the designated facility for substance abuse testing, the promotion will be rescinded, and the employee will be removed from the current promotional list and ineligible for promotion for twelve (12) months. Positive test results will disqualify an employee from continuing in the promotional process. The effective date of the promotion will be determined by the Chief of Police or designee after receiving negative test results.

SECTION III

- A. When a Corporal or Sergeant position becomes available, the City will fill that position within thirty (30) days of the availability.
- B. Members wishing to be considered for promotion to the rank of Corporal or Sergeant, who meet the minimum requirements listed in the respective job description, must submit a letter of intent to the Chief of Police.
 - 1. Letters of intent will remain on file for two years unless the member submits a written request to the Chief of Police voluntarily withdrawing their name from consideration.

ARTICLE 29

FORMAL INVESTIGATIONS

SECTION I

The parties recognize that the security of the City, and its citizens, depends to a great extent upon the manner in which the employees covered by this Agreement perform their various duties. Additionally, the parties recognize that the performance of such duties involves these employees in all manners of contacts and relationships with the public. Out of such contacts, and/or relationships, questions may arise or complaints may be made concerning the actions of employees covered by this Agreement. Investigations of such questions and complaints will be conducted by, or under the direction of, departmental management officials. The primary concern of the officials must be the security of the City, the preservation of the public interest, and fair and objective investigation of all allegations made against law enforcement officers. All criminal allegations must be sworn to in writing.

SECTION II

In order to maintain the security of the City, and protect the interests of its citizens, the parties agree that the City must have the unrestricted right to conduct investigations of citizen complaints, and matters of internal security. The parties understand that any investigation and investigative interrogation of any employee covered by this Agreement, relative to a citizen's complaint and/or a matter of internal security, will be conducted in compliance with Chapter 112.532 and 112.533, Florida Statutes. Complaints will include all written statements, video, and audio recordings.

SECTION III

Should an employee be charged with conduct unbecoming an officer, the charge will be specific in its allegations, and will describe the conduct that is the basis of the charge.

In cases where it is decided to relieve an employee from duty, pending an investigation or other administrative action, the employee will remain on full salary and will suffer no loss of benefits during this period of time.

SECTION IV

When an investigation of an employee by the Department is completed, the Chief of Police will determine the disposition of the investigation according to the following:

- A. **SUSTAINED**
The investigation disclosed sufficient evidence to clearly prove the allegation made in the complaint.
- B. **NOT SUSTAINED**
The investigation failed to disclose sufficient evidence to clearly prove the allegation made in the complaint, or to disprove conclusively such allegation.
- C. **UNFOUNDED**
 - 1. **NOT INVOLVED**
The investigation disclosed that the named employee was not involved in the alleged incident.

2. UNWARRANTED
The allegation was made in good faith, without malicious intent. However, the investigation disclosed that the allegation lacks a basis in fact.
 3. FALSE
The allegation is false. The alleged incident never took place.
- D. EXONERATED
The acts that provided the basis for the complaint or allegations did occur. However, the investigation revealed that they were justified, lawful and proper.
- E. EXONERATED DUE TO POLICY FAILURE
1. A finding or conclusion that present policy, procedures, rules or regulations covering the situation are non-existent or inadequate.
 2. In all cases involving a finding of Exonerated Due to Policy Failure, the employer shall initiate a review of the policy in question and draft a recommendation to resolve the failure.

SECTION V

Upon final determination of the disposition of an investigation, the Chief of Police or designee will so inform the employee.

SECTION VI

At the discretion of the Chief of Police or designee, false and malicious accusations by third party complainants, whether criminal or administrative in nature, may be referred to the State Attorney's office for review and prosecution. The term "third party complainant" as used in this article applies to a person who is not an employee of the Police Department.

SECTION VII

All discipline shall be for just cause.

ARTICLE 30

GRIEVANCE AND ARBITRATION PROCEDURES

SECTION I

In a mutual effort to provide harmonious working relations between the parties to this Agreement, the parties agree there shall be a procedure for the resolution of grievances arising from the application or interpretation of this Agreement.

Fraternal Order of Police (FOP) representative will be entitled to FOP leave bank, vacation leave or leave without pay for investigating, presenting, and appealing grievances, but shall in no way, interrupt or interfere with the normal functioning of the Department.

The FOP shall designate three (3) representatives. An employee will not be recognized as an FOP representative until the FOP has notified the City in writing of his/her identity. It is the responsibility of the FOP to keep the City informed by written notice as to any changes made regarding these representatives.

For the purposes of this article, a workday is defined as Monday through Friday, excluding holidays.

SECTION II

A grievance is defined as any dispute involving the interpretation, application or alleged violation of any provision of this Agreement during the term of this Agreement. No other matter shall be considered a grievance or shall be the subject of arbitration, excluding all other matters not meeting the definition of a grievance set forth herein.

SECTION III

Every effort will be made by the employees, FOP, and the City to resolve a grievance informally and promptly at the first step with his/her immediate supervisor. An employee, at their discretion may be assisted or represented by an FOP representative or designee (e.g. - lawyer) at each step of the grievance procedure.

SECTION IV

The FOP may submit a grievance under this Article as a general or class grievance. Any class grievance shall be initially submitted to the Chief of Police or designee.

- A. Step I - The aggrieved employee may, with or without FOP representation, submit a written grievance to his/her immediate supervisor within five (5) working days of the occurrence. The written grievance at this step, and at all steps thereafter, shall contain the following information:
 1. A statement of the grievance, including date of occurrence, details and related facts.
 2. The specific article and section of the Agreement related to the alleged violation.
 3. The signature of the aggrieved employee and, if applicable, the FOP representative.
 4. The action, remedy, or solution requested by the employee.
 5. If approved, the reason for rejection of the management's answer.
 6. The date submitted.

The immediate supervisor will hold a meeting within five (5) working days after receiving the grievance, and within five (5) working days after the meeting is held give an answer in writing to the grievant.

- B. Step II - If the grievance is not resolved at Step I, the grievant may submit a written appeal to the Chief of Police or designee within ten (10) working days after receiving a written response from the supervisor. The Chief of Police or designee will submit in writing, the disposition of the grievance to the grievant within ten (10) working days of receipt of the appeal. The Chief of Police or designee reserves the right to convene a meeting, at his discretion, with the grievant and, if applicable, the FOP representative prior to the transmittal of the disposition of the grievance to the grievant.
- C. Step III - If the grievant is not satisfied with the response of the Chief of Police or designee, the grievance appeal may be submitted in writing to the City Manager within five (5) working days after receipt of the response from the Chief of Police or designee. The City Manager reserves the right to convene a meeting, at his discretion, with the grievant and, if applicable, the FOP representative prior to the transmittal of the disposition of the grievance to the grievant. The City Manager will submit in writing his response within ten (10) working days after the receipt of the appeal or within ten (10) days after the grievance meeting, if held.
- D. Time Limits
 - 1. A grievance is conclusively deemed waived and abandoned under this Agreement unless it is brought to the City's attention within five (5) working days of the date the grievant knew or should have known of the act or failure to act which has given rise to the grievance.
 - 2. The parties acknowledge that the grievance / arbitration process should be handled expeditiously.

SECTION V

If the grievance is not resolved in Step III the aggrieved employee may, within fifteen (15) working days, submit a request for arbitration to the City Manager.

- A. Only grievances satisfying each of the following conditions are subject to arbitration:
 - 1. The written grievance and request for arbitration clearly identifies the section or provisions allegedly violated.
 - 2. A request for arbitration has been made in writing within fifteen (15) working days from and after receiving the City Manager or designee's answer.
 - 3. The grievance was processed within the time limits set forth in Section IV.D.
- B. An arbitrator hereunder shall only have jurisdiction to determine if The City of Temple Terrace violated the identified Agreement provision as indicated in the written request for arbitration, but they may consider, to the extent applicable, the entire Agreement in reaching such a decision.
- C. The arbitrator shall have the power to rule on any objection to his or her jurisdiction, including any objections to the arbitrability of any claim or counterclaim.

- D. Upon submitting the request for arbitration, the Union will request from the Federal Mediation and Conciliation Service a list of seven names of qualified arbitrators. Representatives of the parties will confer within ten (10) working days after receiving the list. The party filing the grievance will present first. Each party may reject one arbitrator as a matter of right.
- E. The hearing will be conducted in accordance with Federal Mediation & Conciliation Service (FMCS) Rules and the Federal Rules of Evidence.
- F. The arbitrator's powers are strictly limited. The arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of the Agreement in arriving at a decision of the issue or issues presented, and shall confine their decision solely to the interpretation and application of the Agreement. The arbitrator shall deal only with the grievance before him. The arbitrator shall be bound by any stipulation or joint submission of the parties.
- G. In case of a grievance involving any continuing or other money claim against the City of Temple Terrace, no award shall be made by the arbitrator which shall allow any amount for more than ten (10) working days prior to the date when such grievance shall have been submitted in writing.
- H. The arbitrator shall be required to render their decision as soon as possible, but in any event, no later than thirty (30) calendar days after the hearing. An arbitrator's failure to render a decision within the allotted timeframe will not be construed as a breach of this agreement on the part of either party.
- I. The decision of the arbitrator shall be final and binding.
- J. The arbitrator's fee and expenses will be borne equally by the parties involved in the arbitration.
- K. The expenses associated with the attendance of participants and witnesses, for either side, will be paid by the party requesting their attendance.
- L. The party employing the attorney shall pay all expenses in connection with attorney fees.
- M. Arbitration shall not be permitted for the determination of the lawfulness of any state or local law or ordinance, the City Charter, the City's Personnel Rules and Regulations or the rules, regulations and general orders of the Police Department except as it relates to the terms and conditions of this Agreement.
- N. No evidence or defense may be represented at arbitration that has not previously been documented during the processing of the grievance through Step III.

ARTICLE 31

ANNUAL EVALUATIONS

SECTION I

An employee in the bargaining unit shall be evaluated annually on the anniversary of their date of hire.

SECTION II

An employee who receives an overall performance rating that is unsatisfactory or requires improvement will be reevaluated at the end of 90 days. If the employee's overall performance does not improve to at least satisfactory, action may be taken to demote or terminate the employee for just cause.

ARTICLE 32

WAGES

SECTION I

Step Plan - Effective October 1st, 2026, new minimums and maximums will be implemented in accordance with the listed Step Plan in Section IV and the City agrees to pay each member accordingly.

Thereafter, each member of the bargaining unit shall be evaluated every fiscal year during the month of the anniversary of their date of hire using the Department's designated evaluation system. Members who receive **at least a satisfactory** on their annual evaluation will receive a one step increase to their current hourly rate.

In the event a member is promoted to the rank of Corporal or Sergeant, the member's new annual anniversary date will fall on the effective date of their promotion.

Members who have received an unsatisfactory annual evaluation who within ninety (90) days receive a satisfactory evaluation will be eligible to receive their step increase.

SECTION II

Promotions – All members of the bargaining unit who are promoted to Corporal or Sergeant shall be adjusted to the new pay grade in accordance with SECTION V.

Demotions – Master Police Officers in the bargaining unit who are reassigned to a lower pay grade (voluntarily or as a result of a disciplinary action) shall be assigned to Step 10. After one year of satisfactory performance, the member shall be reinstated to the rank of Master Police Officer and will be assigned to Step 11.

Master Police Officer Assignments - An Officer in the bargaining unit shall be assigned to the level of Master Police Officer so long as the Officer meets the minimum requirements listed in subsection A of Section II. All Officers assigned to the level of Master Police Officer shall be adjusted to the new pay grade (Step 11) on the effective date of their annual anniversary date.

A. All Officers wishing to be assigned to the level of Master Police Officer shall meet the following minimum requirements.

1. A minimum of 240 Law Enforcement course hours.
2. The Officer must have attended FTO for Law Enforcement, and two leadership courses for Law Enforcement (Supervisor Techniques, Instructor Techniques, FBI-LEEDA, etc.) or their equivalent for this with previous Law Enforcement experience.
3. The Officer must have completed Step 10 and have ten or more years of service with the department.

SECTION III

New minimums and maximums will be implemented **effective October 1, 2026**, in accordance with the below listed Step Plan.

Temple Terrace Police Step Plan Year 1

Officers, Detectives, and Master Police Officers

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
\$30.19	\$31.55	\$32.97	\$34.46	\$37.56	\$39.25	\$41.01	\$42.86	\$44.79	\$46.80	\$49.61
\$2,535.96	\$2,650.20	\$2,769.48	\$2,894.64	\$3,155.04	\$3,297.00	\$3,444.84	\$3,600.24	\$3,762.36	\$3,931.20	\$4,167.24
\$65,934.96	\$68,905.20	\$72,006.48	\$75,260.64	\$82,031.04	\$85,722.00	\$89,565.84	\$93,606.24	\$97,821.36	\$102,211.20	\$108,348.24

Corporals

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$44.79	\$46.80	\$48.91	\$51.11	\$53.41	\$56.61
\$3,762.36	\$3,931.20	\$4,108.44	\$4,293.24	\$4,486.44	\$4,755.24
\$97,821.36	\$102,211.20	\$106,819.44	\$111,624.24	\$116,647.44	\$123,636.24

Sergeants

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$51.11	\$53.41	\$55.81	\$58.33	\$60.95	\$63.69
\$4,293.24	\$4,486.44	\$4,688.04	\$4,899.72	\$5,119.80	\$5,349.96
\$111,624.24	\$116,647.44	\$121,889.04	\$127,392.72	\$133,114.80	\$139,098.96

SECTION IV

Officers who are promoted to Corporal will be placed in Steps in accordance with the following:

- A. Officers in Steps 1 through 8 will be placed in Corporal Step 1
- B. Officers in Step 9 will be placed in Corporal Step 2
- C. Officers in Step 10 will be placed in Corporal Step 3
- D. Officers in Step 11 will be placed in Corporal Step 5

Officers who are promoted to Sergeant will be placed in Steps in accordance with the following:

- A. Officers in Steps 1 through 10 will be placed in Sergeant Step 1
- B. Officers in Step 11 will be placed in Sergeant Step 2

Corporals who are promoted to Sergeant will be placed in Steps in accordance with the following:

- A. Corporals in Steps 1 and 2 will be placed in Sergeant Step 1
- B. Corporals in Step 3 will be placed in Sergeant Step 2
- C. Corporals in Step 4 will be placed in Sergeant Step 3
- D. Corporals in Step 5 will be placed in Sergeant Step 4
- E. Corporals in Step 6 will be placed in Sergeant Step 5

Members who are demoted during their six (6) month probationary period will be placed into the pay Step they occupied prior to the promotion. Members who are demoted after the six (6) month probationary period will be placed in steps in accordance with the following:

- A. Corporals
 - 1. Corporals in Step 1 will be placed in Officer Step 1 through 8 based upon their length of service as a Sworn member of the Department;
 - 2. Corporals in Step 2 will be placed in Officer Step 9;
 - 3. Corporals in Steps 3, 4, and 5 will be placed in Officer Step 10;
 - 4. Corporals in Step 6 will be placed in Step 11, but will not have the title nor wear the insignia of Master Police Officer, until after one year of satisfactory performance within Step 11.
- B. Sergeants demoted to Corporal
 - 1. Sergeants in Step 1 will be placed in Corporal Step 2
 - 2. Sergeants in Step 2 will be placed in Corporal Step 3
 - 3. Sergeants in Step 3 will be placed in Corporal Step 4
 - 4. Sergeants in Step 4 and 5 will be placed in Corporal Step 5
 - 5. Sergeants in Step 6 will be placed in Corporal Step 6 but will not have the title nor wear the insignia of Master Corporal, until after one year of satisfactory performance within Step 6.
- C. Sergeants demoted to Officer
 - 1. Sergeants in Steps 1 through 3 will be placed in Officer Step 10
 - 2. Sergeants in Steps 4 through 6 will be placed in Officer Step 11 but will not have the title nor wear the insignia of Master Police Officer, until after one year of satisfactory performance within Step 11.

ARTICLE 33

SUBSTANCE ABUSE TESTING

SECTION I

Employees shall refrain from using, possessing, dispensing, or the selling of any drug/chemical substance not prescribed for use by a licensed physician except where directed by the Chief of Police, or designee, and the use of a prescribed medication in a manner that does not substantially conform to the direction of the prescribing physician. Also, the consumption of any alcohol while on duty is similarly prohibited.

SECTION II

An employee who is required to take prescription medicine which possesses possible side effects that may impair the safe performance of the employee's duties, shall notify his/her immediate supervisor at the start of the work shift.

SECTION III

Employees are subject to random urinalysis and/or blood testing. The Chief of Police or designee will notify Human Resources when to conduct the random test and how many are to be tested for controlled substance or alcohol. Human Resources will conduct the random selection by computer. An FOP representative shall be present to validate the random selection process.

SECTION IV

The initial screening shall be through the Enzyme Multiplied Immunoassay Technique (EMIT) test or one of equivalent validity. At the request of the employee, two separate samples shall be simultaneously received. Where the urinalysis of an employee specimen is positive for drugs/chemical substances, the employee may have the second sample tested by a separate lab. In the event of a positive reading, the second test shall be the Gas Chromatography/Mass Spectrometry (GC/MS) test or one of equivalent validity. Collection, transport, and storage of samples shall observe proper chain of custody and clinical procedures. Refusal to submit to testing shall be cause for dismissal.

SECTION V

Test Results

- A. If the test results establish with reasonable scientific certainty that an employee is present at work with the presence of alcohol in his/her system, the employee may be disciplined and/or dismissed.
- B. If the test results establish with reasonable scientific certainty that an employee is in violation of Section I of this Article with regard to illegal or controlled drugs/chemicals, the employee shall be dismissed.

SECTION VI

Where reasonable suspicion arises, the employee will be directed to a certified drug or alcohol testing laboratory, clinic, or hospital to give the sample. Urinalysis testing will be used in cases of suspected drug use.

SECTION VII

The City shall provide referral guidance to employees seeking professional assistance in dealing with a drug or alcohol-related problem; however, such guidance must be requested by the employee. Participation in such programs shall not mitigate or stay the implementation of dismissal or other action against the employee for violation of this Article's provision, nor discipline/dismissal for other drug/alcohol related offenses.

SECTION VIII

The parties agree that the City currently has in place a drug free workplace program under the Florida Worker's Compensation Law and that the City may unilaterally update such program to conform to changes in the law. To the extent such program is inconsistent with the Agreement, the program shall prevail. The City agrees to pay for the administrative costs of the program as well as any drug or alcohol tests it requires while the employee is responsible for any test he/she requests or any personal rehabilitation expenses.

ARTICLE 34

SENIORITY AND REDUCTION IN FORCE

SECTION I

Seniority is determined from an employee's most recent date of employment or reemployment as a Police Officer. In the event more than one officer is employed as a Police Officer on the same day, seniority will be determined based on application dates. Seniority will not accrue during a leave of absence without pay of ninety (90) calendar days or more. Such an absence shall cause this date to be adjusted for an equivalent amount of time. Total length of service with the City shall be used for purpose of computing vacations, service awards and other matters based on length of service.

SECTION II

Employees shall lose their seniority as a result of the following:

- A. Voluntary termination
- B. Retirement
- C. Separation from employment
- D. Layoff exceeding eighteen (18) months
- E. Failure to return to work within fourteen (14) calendar days of return receipt verification of certified mail of the recall offer notice.
- F. Failure to return from military leave within the time limits prescribed in Section 12-8, City Rules and Regulations.

SECTION III

It shall be the City's proper right and function to determine if and when any reduction in force shall take place, as well as the extent of any such reduction.

SECTION IV

In the event of a reduction of force, the City reserves the right to reduce the number of officers in any job classification and seniority will be used to make those reductions. An employee in a higher job classification shall have the right to "bump" an employee in a lower classification. The reduction in force will then occur in the lower classification. No regular full time officers shall be laid off unless all new hire probationary officers have first been laid off. The City shall have the right to select which probationary officers are laid off.

In the event that regular full time officers are to be laid off, selection for lay off will be made on the basis of seniority.

SECTION V

Non-probationary employees in layoff status shall have recall rights for a period of eighteen (18) months and have preference to positions in their layoff classifications over new applicants. When employees are recalled from layoff, those with the greatest classification seniority shall be called first. Recall will be made by certified mail to the last address in the employer's records. The recall notice must be answered within seven (7) calendar days of its delivery for the notice to be effective.

SECTION VI

The City reserves the right to require a physical/psychological examination and substance abuse test prior to any recalled employee being placed back on the active payroll.

SECTION VII

Upon recall to fill vacancies in their laid off classification, employees shall receive the same hourly rate they held at the time of layoff and, in addition, any negotiated increase that may be applicable. Further, all sick leave which employees may have had credited to them at the time of layoff, shall be restored.

SECTION VIII

Employees who accept or are placed in a lower classification as a result of demotion, layoff or transfer, shall receive an hourly rate not to exceed the maximum rate for the lower classification or his current hourly rate whichever is lower.

ARTICLE 35

OTHER COMPENSATION

SECTION I

A Field Training Officer assigned to train a new officer by the shift supervisor shall be compensated by receiving one and a half (1.5) additional hours of regular pay for each shift they provide the training

SECTION II

An on call employee who is a member of the Criminal Investigations Unit (CIU) in Active Status or a member of the following specialized units, shall be compensated in the following manner; either a take home vehicle (if assigned) or by receiving a \$20.00 salary increase per two week pay period.
Approved Specialized Units:

- A. Special Weapons and Tactics (SWAT)
- B. Critical Response Team (CRT)
- C. Traffic Fatality Unit (TFU)
- D. Drug Recognition Expert (DRE)
- E. Detectives
- F. Sergeant assigned to the Criminal Investigations Unit
- G. Corporal assigned to the Criminal Investigations Unit

SECTION III

Officers and Supervisors who are assigned to the Patrol Division on an Evening/Night Shift which is repeatedly and routinely scheduled by the Department from 1800-0600 and 1900-0700 hours shall be eligible to receive up to a maximum of 84 hours of Shift Differential Pay per pay period.

Payment shall be made at a rate of \$1.00 per hour for only regular (01) scheduled hours worked within the 84 hour pay period and will not be compounded by overtime or FTO pay. Officers or Supervisors required to work a city approved holiday would be eligible to receive differential pay for those hours actually worked on the holiday.

Neither employees nor the Department may reschedule employees for the sole purpose of qualifying for Shift Differential Pay.

SECTION IV

Detectives and Supervisors who are assigned to the Criminal Investigations Unit shall be eligible to receive up to a maximum of 84 hours of CIU Incentive Pay per pay period. Payment shall be at a rate of \$1.00 for each regular (01) scheduled hours worked within the 84 hour pay period and will not be compounded by overtime.

Neither employees nor the Department may assign employees to CIU for the sole purpose of qualifying for CIU Incentive Pay.

ARTICLE 36

SHIFT BID

SECTION I

Bargaining unit members shall be permitted to bid shift assignments by seniority in rank, but the Department reserves the right, in its sole discretion, to ensure that officers with specialized skills are appropriately deployed among shifts and to ensure that officers with limited tenure in their job classification are distributed relatively evenly among the shifts. An employee who is placed on light duty or restricted duty shall have bidding rights for shift assignments.

SECTION II

Each year, all Master Police Officers and Police Officers are permitted to bid by seniority in rank for assignments to their preferred shifts. Master Police Officers will be divided evenly among the designated squads and can bid to the prospective shifts based on seniority in grade. Police Officers will be divided evenly among designated squads and can bid to the prospective shifts based on seniority in grade.

ARTICLE 37

CONTRACT DURATION, MODIFICATION AND TERMINATION

SECTION I

This Agreement expresses the full and complete understanding and is the entire Agreement of the parties terminating all other prior agreements. It is, therefore, agreed that this Agreement shall be effective October 1, 2026 and remain in full force and effect through September 30, 2027, and thereafter from year to year unless either party notifies the other in writing no less than ninety (90) days prior to and no more than one hundred and eighty (180) days prior to any expiration date of its desire to change, modify or terminate this Agreement upon the expiration date.

SECTION II

Absent mutual agreement by the parties, the parties agree that neither party may reopen any Article of this Agreement prior to September 30, 2027.

ENDORSEMENTSIN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their authorized representatives on the _____ day of _____ 2026.

**FOR THE
CITY OF TEMPLE TERRACE**

By: _____
Antonio Nazario
Human Resources
Director/Asst. City Manager

**FOR THE
FLORIDA STATE LODGE
FRATERNAL ORDER OF POLICE INC.**

By: _____
William Lawless
FOP Staff Representative

By: _____
Robert Staley
Chief of Police

RATIFICATION ENDORSEMENTS:

This Agreement is accepted and ratified by the membership of the City of Temple Terrace Florida State Lodge Fraternal Order of Police Inc. on the _____ day of _____, 2026.

**FOR THE
OFFICERS, DETECTIVES, AND MASTER
POLICE OFFICERS**

By: _____
Labor Unit Representative

This Agreement is accepted and ratified by the duly elected and governing Council of the City of Temple Terrace, Florida, the _____ day of _____, 2026.

**FOR THE
TEMPLE TERRACE CITY COUNCIL**

By: _____
Andrew Ross, Mayor

ATTESTS:

By: _____
Lynda Sader, City Clerk

By: _____
Carlos Baña, City Manager

Item Cover Page

City Council Item Report

Date: August 4, 2026

From: Jeannie Barlow, Senior Executive Assistant

Item Type: Resolution - Agreement/Contract

Subject: Resolution Approving an Agreement with Paylocity Corporation for Human Resource Information System and Implementation Services

Presenter: Angela Torres

Recommendation:

It is recommended that City Council adopt a resolution with Paylocity Corporation at a cost of \$264,075.90 for Human Resource Information System and Implementation Services.

Discussion:

During the Enterprise Resource Planning (ERP) procurement process, the City identified several Human Resources functional requirements that were not fully addressed by the selected ERP solution. As a result, the City initiated a separate procurement to acquire a standalone HRIS.

The City issued Request for Proposals (RFP) No. 26-003 to procure a modern HRIS solution that will replace the existing Human Resources module within the City's legacy CentralSquare-Naviline ERP system. In accordance with the City's procurement policies, a competitive solicitation was conducted and eight (8) proposals were received.

Following a comprehensive evaluation, a selection committee shortlisted three (3) vendors for demonstrations. Based on the final cumulative evaluation scores, Paylocity Corporation was selected. Following vendor selection, the parties completed the Discovery phase, during which the Statement of Work, implementation approach, and contract documents were finalized through negotiations.

The HRIS Software and Implementation Services are funded through the City's previously approved ERP capital project (FY25 Capital Improvement Plan budget under Account No. 001-1107-512.31-60) in the amount of \$264,075.90. This project supports the City's ongoing technology modernization initiatives by improving business processes, aligning with technology best practices, enhancing operational efficiency, and supporting future policy development. No additional appropriation is requested.

Implementation will follow a phased approach consisting of discovery, system configuration, data conversion, testing, training, deployment, and post-go-live support. To align payments with key project milestones and ensure accountability throughout implementation, the City negotiated a split payment schedule consisting of an initial payment upon contract execution and a final payment upon successful completion of implementation.

Resolution/Ordinance Information:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING THE SUBSCRIPTION SERVICES AGREEMENT BETWEEN THE CITY OF TEMPLE TERRACE AND PAYLOCITY CORPORATION; APPROVING THE PAYMENT OF \$264,075.90 TOWARD THE COST OF HUMAN RESOURCE INFORMATION SYSTEM AND IMPLEMENTATION SERVICES FROM PAYLOCITY CORPORATION IN ACCORDANCE WITH THE AFOREMENTIONED AGREEMENT; APPROVING PAYMENT FROM THE UNASSIGNED GENERAL FUND BUDGET COMMITTED TO THE ENTERPRISE RESOURCE PLANNING CAPITAL PROJECT; AUTHORIZING EXECUTION OF THE AFOREMENTIONED AGREEMENT BY THE CITY MANAGER; PROVIDING AN EFFECTIVE DATE.

Appropriation Code:

001-1107-512.31-60

Requirements:

Resolution

Cost:

\$264,075.90

Attachments:

1. Paylocity Resolution V1
2. HRIS - Paylocity Contract Packet
3. Scorecard Results

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING THE SUBSCRIPTION SERVICES AGREEMENT BETWEEN THE CITY OF TEMPLE TERRACE AND PAYLOCITY CORPORATION; APPROVING THE PAYMENT OF \$264,075.90 TOWARD THE COST OF HUMAN RESOURCE INFORMATION SYSTEM AND IMPLEMENTATION SERVICES FROM PAYLOCITY CORPORATION IN ACCORDANCE WITH THE AFOREMENTIONED AGREEMENT; APPROVING PAYMENT FROM THE UNASSIGNED GENERAL FUND BUDGET COMMITTED TO THE CAPITAL IMPROVEMENT PLANNING PROJECT; AUTHORIZING EXECUTION OF THE AFOREMENTIONED AGREEMENT BY THE CITY MANAGER; PROVIDING AN EFFECTIVE DATE.

Whereas, the City issued Request for Proposals (RFP) No. 26-003 to procure a modern Human Resource Information System (HRIS) solution that will replace the existing Human Resources module within the City's legacy CentralSquare-Naviline Enterprise Resource Planning (ERP) system; and

Whereas, the City received proposals from the following eight companies: Automatic Data Processing Corporation, Concourse Tech Corporation, Dayforce Corporation, Paylocity Corporation, Peopleguru Corporation, Personnel Data Systems Corporation, The Grove Global LLC., and Vertosoft LLC.; and

Whereas, based on the evaluation of each proposal Paylocity Corporation was selected; and

Whereas, the City wishes to enter into a Subscription Services Agreement with Paylocity Corporation for HRIS and Implementation Services; and

Whereas, the terms and conditions of this purchase are outlined within the Subscription Services Agreement between the City of Temple Terrace and Paylocity Corporation; and

Whereas, the Subscription Services Agreement includes the purchase of annual licenses for the HRIS; and

Whereas, \$264,075.90 for the cost of HRIS and Implementation Services, was included in the Fiscal Year 2025 Project Capital Improvement Plan budget; and

Whereas, payment of the \$264,075.90 for HRIS and Implementation Services will be made from account 001-1107-512.31-60 in the General Fund from the Fiscal Year 2025 Project Capital Improvement Plan budget.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, THAT:

1. The Subscription Services Agreement between the City of Temple Terrace and Paylocity Corporation is approved.
2. The payment of \$264,075.90 for the system and services from account 001-1107-512.31-60 is approved.
3. The City Manager is authorized to execute the Subscription Services Agreement.
4. This resolution shall become effective immediately upon adoption.

Passed and Adopted by the City Council of the City of Temple Terrace, Florida, this 4th day of August, 2026.



Andrew Ross, Mayor
Chair of the City Council

Attest:

Lynda Sader
City Clerk

Welcome to Paylocity!

Paylocity has been revolutionizing payroll and human resources for more than 20 years, and we are excited to bring this innovation to you!

Our skilled and knowledgeable team of Implementation Consultants will be implementing the payroll & HR products you have selected to meet your business needs and help drive your company culture.

To keep your project on track, the Sales Administration department will work with you to ensure we have the appropriate supporting documentation needed to move forward with your HR & Payroll implementation.

Our records indicate that a first check date of **10/02/2026** has been selected to begin service with Paylocity. The project timeline our Implementation Consultants follow is driven by this date.

Please initial here to indicate you acknowledge this date:

Once Service Agreements have been signed, the Sales Administration team will review the paperwork provided by your Paylocity Account Executive. If additional supporting documents are required, be advised that you will receive a request for additional documents by email within two business days.

Paylocity is committed to giving our clients the best experience possible. If we do not receive all requirements by the deadline given, we will need to work with you to determine the next available start date that allows a suitable timeframe for your implementation.

Thank you for choosing Paylocity!

Subscription Services Agreement

This Subscription Services Agreement (the “SA”, together with the Order, the “Agreement”) is entered into by and between the legal entity identified in the signature block (“Client”) and Paylocity Corporation (on behalf of itself and its Affiliates, “Paylocity”), each a “Party” and collectively the “Parties,” as of the earlier of the applicable Order Effective Date or Client’s access to the Services (“Effective Date”).

In consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1: ACCESS TO AND USE OF THE SERVICES

1.1 Definitions; Services.

- a. “**Subscription Services**” means Paylocity’s proprietary software-as-a-service offerings leveraging its human resources, payroll, and spend management platforms, as applicable as identified in an Order.
- b. “**Professional Services**” means certain implementation and configuration services as identified in an Order or as otherwise requested by the Client and delivered by Paylocity in connection with the Subscription Services (“**Professional Services**”). Professional Services shall be governed by the Agreement and the Professional Services Terms incorporated herein and made available [here](#) (“**Professional Services Terms**”).
- c. “**Order**” means a Paylocity-issued ordering document signed by Client (or its Affiliate, as permitted under Section 1.5(b)) that describes the Services and is governed by the SA.
- d. “**Services**” means, collectively, the Subscription Services, Professional Services, documentation or materials provided by Paylocity that relate to the Services, and any other services and equipment specified in an Order, as provided by Paylocity or one of its Affiliates.

1.2 Licenses; Scope of Use.

- a. Subject to the terms of the Agreement, Paylocity hereby grants Client a limited, revocable, nonexclusive, non-sublicensable, non-transferable license to access and use the Services during the Subscription Term, as defined below, solely for Client’s internal business purposes and in accordance with the terms of the Agreement (including all terms incorporated therein). In the event that Client enables a feature, functionality or module as made available by Paylocity within the Service, the Agreement shall apply even if such feature, functionality or module is not expressly identified in the Order.
- b. Scope of Use. The Services include functionality for use by Client’s full-time and part-time employees, contingent laborers, contractors, and any other individuals who are authorized by Client to access and use the Services (“**Authorized Users**”). Client may designate certain Authorized Users as administrators with additional permissions to act on behalf of Client under the Agreement. In order to access the Services through a mobile app or a web browser, Authorized Users may be required to agree to be bound by the Paylocity Platform End User License Agreement, set forth within the application (the “**EULA**”). Client is responsible for Authorized Users’ access to and use of the Services, and Client will be liable for all breaches of the Agreement by an Authorized User Client permits to use the Services on its behalf, and for any breach of the EULA by any Authorized User.

1.3 Limitations on Use. The limitations and restrictions set forth in this Section 1.3 (Limitations on Use) will apply to Client’s access to and use of the Services.

- a. License and Use Restrictions. Client will not and will not permit or authorize any Authorized User or third party to: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, firmware, or underlying structure, ideas or algorithms of the Services; (ii) modify, translate, or create derivative works based on the Services, or any portion thereof; (iii) copy (except for archival purposes), rent, lease, resell, distribute, pledge, assign, or otherwise transfer or allow any lien, security interest, or other encumbrance on the Services; (iv) use the Services as service provider, for timesharing or service bureau purposes, or otherwise for the benefit of a third party; (v) hack, manipulate, interfere with, or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the Services or related systems, hardware, or networks, or any content or technology incorporated in any of the foregoing; (vi) remove, obscure, or alter any proprietary notices or labels of Paylocity, its licensors, or other service providers on the Services or any related documentation; (vii) create internet “links” to the Services, except to facilitate access by its Authorized Users; (viii) “frame” or “mirror” the Services on any other server, or wireless or internet-based device enabling access to the Services for a third party; or (ix) access or use the Services or related documentation to build or support, directly or indirectly, products or services competitive to Paylocity. Client will not provide access to any Services to any person who is not an Authorized User. Client will use the Services strictly in accordance with the terms of the Agreement and such use is subject to any restrictions, use levels, or additional terms

and conditions set forth in the Order, including the Service Specific Terms (available [here](#) and incorporated herein).

- b. Acceptable Use Policy. Client will not, and will not permit or authorize any Authorized User or third party to, use the Services: (i) in violation of any applicable law, for any illegal or fraudulent activity or for any activity outside the scope of use expressly permitted hereunder; (ii) to violate the rights of others; (iii) to threaten, incite, promote, or actively encourage violence, terrorism, or other serious harm; (iv) for any content or activity that promotes child sexual exploitation or abuse; (v) to violate the security, integrity, or availability of any user, network, computer or communications system, software application, or network or computing device; (vi) to distribute, publish, send, or facilitate the sending of unsolicited mass email or other messages, promotions, advertising, or solicitations (or “spam”); or (vii) in any manner that damages, disables, overburdens, or impairs any of Paylocity’s websites, servers, or otherwise interferes with any other party’s use of the Services.

1.4 Account Security. Client is responsible for ensuring that each Authorized User maintains the confidentiality of the Service credentials and other account information that an Authorized User uses or creates to access or use the Services (collectively, the “**Service Credentials**”). Client will be fully responsible for administering Service Credentials, including assignment, maintenance, and removal of access to Authorized Users, and for any and all activities that occur under the Service Credentials. Client agrees to immediately notify Paylocity of any unauthorized uses of any Client passwords or accounts or any other breach of security with respect to the Services of which it becomes aware. Paylocity will not be liable for any loss or damage arising from Client’s failure to comply with Client’s account security obligations and this Section 1.4, including as it relates to fraudulent activity occurring under the Service Credentials. Notwithstanding the foregoing, Paylocity retains the right to require minimum security requirements for Service Credentials and access to the Services.

1.5 Affiliate Use of Services. Affiliates, as defined below, may only access the Services as follows:

- a. If Client wishes to permit one or more of its Affiliates to access or use the Services pursuant to the SA in effect between Client and Paylocity, Client: (i) must identify each such Affiliate in an Order signed by Client; (ii) agrees that Client is fully responsible and liable for each Affiliate’s use of the Services in compliance with the terms of the Agreement; (iii) agrees that Client is fully responsible for each Affiliate’s funding obligations hereunder; (iv) shall fully cooperate with Paylocity in enforcing all of Paylocity’s rights to, interests in, and protection of the Services, including in seeking equitable remedies against any Affiliate that breaches the Agreement and (v) represents and warrants that it has all requisite authority to enter into such Order on behalf of each such Affiliate. “**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity, where “**control**” means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity. If Client wishes to add additional Affiliates per the foregoing, Client may request a new Order identifying the applicable Affiliates to be added.
- b. If an Affiliate wishes to purchase Services from Paylocity directly, Paylocity may enter into a separate Order with such Affiliate for the purchase and performance of Services, provided that: (i) Affiliate signs an Order that incorporates by reference the terms of the SA in effect between Client and Paylocity and agrees to take on all of the rights and obligations of the Client under such SA in connection with the Order (ii) the following terms shall apply to any such Order: (a) Affiliate represents and warrants that it has all requisite rights and authority to enter into such Order pursuant to the SA and (b) Affiliate agrees that it is fully responsible and liable for its use of the Services in compliance with the terms of the Agreement, including all funding obligations thereunder. For clarity, in the case of an Affiliate purchase as set forth in this Section 1.5(b), the Subscription Term shall be as set forth in the applicable Affiliate Order.

1.6 Intellectual Property.

- a. Ownership. Client acknowledges that, as between the Parties and subject to the licenses in Section 1.2 (Licenses; Scope of Use), Paylocity owns any and all right, title, and interest in and to the Services and Usage Data, including all Intellectual Property Rights therein. As between the Parties and subject to the licenses in Sections 4.1 (Client Marks) and 4.2 (Client Data), Client owns all right, title, and interest in the Client Data and Client Marks, and all Intellectual Property Rights therein. “**Intellectual Property Rights**” means: (i) copyrights and other rights associated with works of authorship; (ii) trademark and trade name rights and similar rights including all goodwill associated therewith; (iii) trade secret rights; (iv) patents, designs, algorithms, utility models, and other industrial property rights, and all improvements thereto; and (v) all registrations, applications, renewals, extensions, continuations, divisions, or reissues now or in the future under the laws of any jurisdiction.
- b. Feedback. If Client or any of its Authorized Users provide Paylocity with suggestions, comments, or feedback regarding the features, functionality, or usability of the Services, or related documentation (“**Feedback**”), Client agrees that Paylocity shall own such Feedback and shall be free to use, disclose, reproduce, license, or otherwise distribute the Feedback.

1.7 Updates. The Services may be updated, modified, or enhanced from time to time as required by Paylocity in its reasonable discretion, including to make improvements or upgrades to, or provide bug fixes for, the Services. Such changes shall be applied consistently across similarly situated Paylocity clients.

SECTION 2: TERM AND TERMINATION

2.1 Subscription Term. The SA begins on the Effective Date and will continue in effect until terminated as set forth herein. Each Order shall be effective for the period specified therein and the initial term for access to and use of the Services shall be as described in the applicable Order (“**Initial Subscription Term**”). Notwithstanding the foregoing, by accessing or using the Services at any time, Client agrees to be bound by and comply with the terms of the Agreement. After the Initial Subscription Term, the Services will renew automatically for the period specified in the Order (each a “**Renewal Term**”) unless either Party gives written notice to the other of its intent to not renew the Subscription Services in accordance with the notice periods specified in the applicable Order. The Initial Subscription Term and any Renewal Terms are collectively referred to herein as the “**Subscription Term**.”

2.2 Termination; Service Suspension.

a. Termination.

(i) Either Paylocity or Client may terminate the Agreement upon written notice to the other Party: (i) if the other Party is in breach of the Agreement, and fails to cure that breach within 30 days of receiving written notice thereof, or (ii) effective immediately if the other Party seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within 90 days after commencement of one of the foregoing events). If an Order is terminated pursuant to this Section 2.4(Termination; Service Suspension), the SA shall remain in effect solely with respect to any remaining Order.

(ii) In addition to the foregoing, Paylocity may also terminate the Agreement effective immediately upon written notice to Client: (i) if Client is in breach of its obligations under Sections 1.2 (Licenses; Scope of Use) or 1.3 (Limitations on Use); or (ii) Client is operating in an industry or jurisdiction that is or becomes a prohibited industry or jurisdiction such that Paylocity cannot deliver Services to Client due to a potential violation of applicable laws or regulations as determined by Paylocity in its reasonable discretion.

(iii) Subject to payment of any termination fees specified in the applicable Order(s) (“**Termination Fees**”), Client may terminate an Order for convenience at any time by providing written notice to Paylocity. If all Orders governed by an SA are terminated, the SA shall also terminate at such time.

b. Service Suspension.

(i) Paylocity may immediately suspend Client’s access to (and/or Paylocity’s delivery of) the Services (1) pursuant to the terms of the Order, (2) if Client fails to communicate with Paylocity or provide required information needed by Paylocity to provide Services in accordance with the required timelines and such condition exists for one or more business days, or (3) Client otherwise ceases use of the Services to process payroll, if applicable.

(ii) In the event of suspension of Services hereunder, Paylocity will notify Client and provide Client with 24 hours from the time of notice to remedy the issue giving rise to the suspension, and Service Fees will continue to accrue during any such period of suspension. If Client fails to timely rectify the issue in accordance with the foregoing, Paylocity may terminate the SA effective immediately without any further liability and Section 2.5 (Effect of Termination) shall apply. If Paylocity suspends performance under this Agreement pursuant to this Section 2.2, Paylocity shall promptly reinstate performance upon Client’s cure of the breach or the event giving rise to such suspension to the extent such breach or cause of suspension is satisfactorily resolved in Paylocity’s reasonable discretion in accordance with the timelines set forth herein.

2.3 Effect of Termination.

- a. Upon termination or expiration of the SA or any Order, Client will immediately: (a) cease use of the applicable Service(s); (b) become solely responsible for any payment obligations to third parties owed relating to a Service (including, without limitation, tax filings); (c) except in the case of a termination by Client for Paylocity’s uncured material breach of the Agreement pursuant to Section 2.2(a)(i) above, pay any applicable Termination Fees; (d) reimburse Paylocity for any payments made hereunder on Client’s behalf to any third party; (e) pay any and all fees and charges for the Services rendered or made available prior to the effective date of termination; and (f) promptly return to Paylocity or destroy (with certification of destruction) all Paylocity Confidential Information, as defined in Section 5 (Confidentiality), including any documentation relating to the Services. Notwithstanding the obligations in subsection (f), Client shall not be required to destroy copies of Confidential Information stored on backup disks or systems that are automatically produced in the ordinary course of business and which are not accessible from employee workstations, provided that any such Confidential Information so retained will be held subject to the obligations of Section 5 (Confidentiality) for so long as it is retained.
- b. Client agrees that Paylocity shall be entitled to recoup all of the foregoing fees and amounts due pursuant to this Section 2.3 in accordance with the funding obligations specified in the applicable Order.
- c. The following provisions will survive any termination of the SA: Section 1.6 (Intellectual Property), Section 2.5 (Effect of Termination),

- 2.4 **Extended Access to Data.** For up to one (1) year following the effective date of termination or expiration of the applicable Order (“**Data Access Period**”), Client may request continued access to Client Data subject to additional fees as identified in a separately signed Order for such access, if required by Paylocity at the time of purchase (“**Extended Access**”). Upon the conclusion of the Data Access Period, Paylocity will delete or anonymize such Client Data in accordance with its standard data retention policies. For clarity, during the applicable Subscription Term, Client may self-service export certain Client Data through Paylocity’s standard reporting functionality, provided that if Client wishes to export Client Data from the Subscription Services beyond what is available via Paylocity’s standard reporting, Paylocity may provide Client Data export assistance subject to additional scoping of services and charges as agreed upon in an Order.

SECTION 3: SERVICE FEES AND CHARGES

- 3.1 **Fees.** Client agrees to pay the fees for Services and other charges pursuant to the Agreement (“**Service Fees**”).
- 3.2 **General.** Service Fees paid for all Services are non-refundable and non-cancellable. Client acknowledges that Service Fees are payable in full in accordance with the terms of the applicable Order regardless of whether Client accessed or used a Service during such period. Late payments shall be subject to an interest charge at the rate of 1.5% per month, and Client shall be responsible for all of Paylocity’s costs of collection of amounts due hereunder, including, without limitation, attorneys’ fees.
- 3.3 **Ancillary Service Fees.** Paylocity may deliver ancillary services in accordance with its standard procedures in order to fulfill the Services hereunder (which may include, without limitation, those related to late funding, insufficient funds notification and processing, emergency payment requests, tax registration, and amended tax returns) and in such cases, (i) those ancillary services will be deemed “Services” hereunder and (ii) Paylocity will charge any related fees to Client from time to time at the applicable rates as they occur.
- 3.4 **Fee Disputes.** Client must notify Paylocity in writing if Client disputes any portion of the Service Fees within 30 days of the applicable invoice date. Paylocity shall use commercially reasonable efforts to resolve any such dispute promptly. If Client does not provide Paylocity with such requisite written notice, Client will not be entitled to dispute the fees paid or payable under the applicable invoice.
- 3.5 **Taxes.** Client is responsible for the payment of all taxes including those assessed for prior periods relating to the provision of the Services where applicable, except to the extent a valid tax exemption certificate or other valid tax exemption document is provided to Paylocity and allowable by the applicable taxing authorities.

SECTION 4: CLIENT MARKS, CLIENT DATA; SECURITY AND PRIVACY

- 4.1 **Client Marks.** If Client provides Paylocity with one or more of its trademarks, trade names or logos (“**Client Marks**”) for use in connection with the Services, Client grants to Paylocity a nonexclusive, non-transferable, worldwide license to use, reproduce, and display and distribute the Client Marks solely in connection with Paylocity’s performance of the Services.
- 4.2 **Client Data.** “**Client Data**” means any data or data files of any type that are uploaded or provided by Client for storage or processing in connection with the Services, and the content of any outputs created by Client or its Authorized Users through use of the Services that is based on Client Data, except Usage Data. Subject to Paylocity’s intellectual property rights contained in Section 1.6 (Intellectual Property), Client retains ownership of Client Data but grants Paylocity a nonexclusive, non-transferable, worldwide license to use, reproduce, and display Client Data for the purpose of operating, performing and maintaining the Services and for Paylocity’s obligations to comply with all applicable laws. Client will ensure that Client Data, and Authorized Users’ use and provision thereof to Paylocity, will not violate any limitations on use set forth in Section 1.3 (Limitations on Use) or any applicable law.
- 4.3 **Accuracy of Client Data and Information.** Client is solely responsible for reviewing and verifying the content, accuracy, and integrity of all Client Data. Client will provide Client Data to Paylocity in a form, at a time, and by the method specified by Paylocity. It is Client’s responsibility to review payroll data, spend management data, and/or other information prior to processing and to promptly identify any errors. Client acknowledges that Paylocity is entitled to rely conclusively on all Client Data, and Paylocity does not have any obligation to verify, correct, or otherwise ensure the accuracy or quality of any Client Data. Notwithstanding the foregoing, if Client Data provided to Paylocity is incorrect, incomplete, or not in proper form, and Paylocity agrees to make corrections to such data on Client’s behalf, Client agrees to pay Paylocity additional fees associated with making such corrections. Notwithstanding the foregoing, Client is solely responsible for any applicable penalties, fines, missed payments, judgments, or losses due to incorrect coverage, or any other losses incurred that result from incorrect, incomplete, or untimely Client Data.
- 4.4 **Usage Data.** “**Usage Data**” means (a) any aggregated and anonymized data that may be generated or derived from Client Data or Client’s use of the Services that cannot be used to identify or would not reasonably be expected to identify Client or any individual as the source of such data, and (b) any data specific to the commercial interactions between Paylocity and Client.

4.5 Data Privacy and Security.

- a. The Services involve transmissions of Client Data and other information over the Internet through a website hosted by or on behalf of Paylocity. Paylocity will use encryption and other industry-standard safeguards to protect such information when being transmitted over the Internet. Notwithstanding the foregoing, Client acknowledges that neither the security of transmissions over the Internet nor of the Client's hardware used to access the Internet can be guaranteed by Paylocity.
- b. Paylocity will implement physical, technical, and administrative safeguards to maintain the security of Client Data used by Paylocity to perform the Services while in Paylocity's control.
- c. Paylocity will process Client Personal Information (as defined in the DPA) in accordance with the Paylocity Data Protection Addendum ("DPA") which is available [here](#).
- d. Client is responsible for securing, paying for, and maintaining connectivity to the Services via the Internet, including any related hardware, software, third party or ancillary services, and equipment and components for such connectivity, and other applicable applications that may relate to Client's use of the Services ("**Client Systems**"). Paylocity will have no liability for such Client Systems, and Client will not be excused for any of its obligations under the Agreement due to the quality, speed, or interruption arising from the Internet or Client Systems. Client will be solely responsible for maintaining the security of its Client Systems.
- e. Client acknowledges that it is solely responsible for ensuring compliance with any legal or regulatory data retention requirements applicable to its business. Paylocity shall have no responsibility for such compliance.

SECTION 5: **CONFIDENTIALITY**

- 5.1 Definition. "**Confidential Information**" means non-public, confidential, or proprietary information provided by or made available by a Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") in connection with the subject matter of the Agreement that (a) is labeled or designated in writing as confidential or proprietary; (b) the Receiving Party is advised is proprietary or confidential; or (c) in view of the nature of such information and/or the circumstances of its disclosure, the Receiving Party knows or reasonably should know is confidential or proprietary, regardless of the form in which such information is conveyed. Paylocity's Confidential Information includes, without limitation, Service pricing, Service documentation and technical specifications related to the Services.
- 5.2 Exclusions. Confidential Information does not include information which (a) is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party in breach of this Section 5; (b) was in the Receiving Party's possession without restriction prior to its receipt from the Disclosing Party; (c) is independently developed by the Receiving Party without use of or access to any Confidential Information of the Disclosing Party; or (d) is disclosed to the Receiving Party from any third party on a non-confidential basis, except where such disclosure constitutes a wrongful or tortious act by the third party.
- 5.3 Protection, Non-Use, and Non-Disclosure of Confidential Information. The Receiving Party will not use or disclose to any third party any Confidential Information disclosed to the Receiving Party by or on behalf of the Disclosing Party except to the extent required: (a) to perform or receive the benefit of the Services; (b) to enforce its rights under the Agreement, or (c) pursuant to federal, state, or local law, regulation, court order, legal process, or governmental investigation. The Receiving Party will safeguard such Confidential Information to the same extent that the Receiving Party safeguards its own Confidential Information, but in any case, will exercise at least reasonable care.

SECTION 6: **REPRESENTATIONS AND WARRANTIES**

- 6.1 Mutual Representations and Warranties. Throughout the Subscription Term, each Party represents and warrants to the other that it has full power and authority to enter into the Agreement and to perform its obligations hereunder, and that the entering into of the Agreement and the performance of its obligations hereunder does not violate, and will not be in conflict with, any provision of its articles of incorporation, bylaws, or other governing documents, or any contract or agreement with a third party.
- 6.2 Client Representations and Warranties. Client represents and warrants that at all times during the Subscription Term: (a) it will use the Services in compliance with all applicable laws; and (b) it has all rights and permissions necessary to provide the Client Data and Client Marks to Paylocity.
- 6.3 Warranty Disclaimer. EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 6:
 - a. PAYLOCITY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS WELL AS ALL WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE; AND
 - b. PAYLOCITY MAKES NO WARRANTY THAT THE SERVICES WILL MEET THE CLIENT'S REQUIREMENTS, OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES PAYLOCITY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE

OBTAINED FROM THE USE OF THE SERVICES; AND

- c. PAYLOCITY IS NOT AN ACCOUNTING OR LAW FIRM AND NO SERVICES WILL BE CONSTRUED BY CLIENT AS TAX, ACCOUNTING OR LEGAL ADVICE, NOR WILL PAYLOCITY BE DEEMED A FIDUCIARY OF CLIENT. ACCORDINGLY, CLIENT UNDERSTANDS THAT IT IS CLIENT'S RESPONSIBILITY TO PAY ANY FEE OR PENALTY ASSESSED BY THE INTERNAL REVENUE SERVICE OR OTHER STATE OR FEDERAL REGULATORY AGENCY. IT IS CLIENT'S SOLE RESPONSIBILITY AND DUTY TO ENSURE COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS RELATED TO CLIENT'S BUSINESS, AND ENGAGING PAYLOCITY TO PERFORM THE SERVICES DOES NOT RELIEVE CLIENT OF ANY SUCH OBLIGATION.

SECTION 7: INDEMNIFICATION

- 7.1 Client Indemnification. Client will defend Paylocity and its licensors from and against any claim, action, demand, or proceeding brought by a third party (each, a "**Claim**") and will hold harmless and indemnify Paylocity against any resulting Losses that arise from or relate to: (a) the actions or omissions of Client in connection with its use of the Services, including any Claims brought by any Client personnel or Authorized Users, or dependents or heirs of such Client personnel or Authorized Users, arising out of Client's use of the Services; (b) Client's negligence, willful misconduct, or failure to comply with applicable laws in connection with the subject matter of the Agreement, (c) a Claim alleging that the Client Data or Client Marks infringe or otherwise misappropriate the Intellectual Property Rights or other proprietary rights of a third party; or (d) Client's use of a Third-Party Service, as defined in Section 9.1 (Third-Party Services), through any integration with the Subscription Services. "**Losses**" means damages that are finally awarded by a court of applicable jurisdiction, or amounts agreed to in settlement by the indemnifying party.
- 7.2 Paylocity IP Infringement Indemnification. Paylocity will defend Client against a Claim alleging that the Subscription Services infringe a third party's United States patent or registered copyright or misappropriate such third party's trade secret (each, an "**IP Claim**"). Paylocity will indemnify Client against any Losses to the extent resulting from such IP Claim. Notwithstanding the foregoing, Paylocity shall have no obligation to indemnify and shall have no liability under this section to the extent (a) that an IP Claim arises from: (1) any software, hardware or components not owned by Paylocity, including Third-Party Services; (2) use of the Subscription Services in combination with other equipment, software or services; (3) any modification to the Subscription Services made by or on behalf of Client or any other third party; (4) Client's failure to install any updates to or new versions of the Subscription Services made available by Paylocity; (5) use of the Subscription Services other than in the manner expressly authorized under the Agreement; (6) Client Data, Client Marks or other Client content or materials provided to Paylocity or otherwise processed by the Services or (b) that Client is in breach of the Agreement. If Client's right to continue using the Subscription Services is likely to be enjoined, at Paylocity's sole discretion, Paylocity may (i) attempt to obtain the right for Client to continue to use the infringing Subscription Service; or (ii) replace or modify the infringing Subscription Service so that it no longer infringes but functions in a substantially equivalent manner; or (iii) if neither (i) or (ii) is commercially practicable, Paylocity shall have the right to terminate the Agreement (or the applicable affected Order) and the rights and licenses granted hereunder upon written notice to Client and shall refund to Client any pre-paid amounts for the Subscription Service not yet incurred for the period following the effective date of termination. THE PROVISIONS OF THIS SECTION 7.2 AND SECTION 7.3 STATE CLIENT'S SOLE AND EXCLUSIVE REMEDY AND PAYLOCITY'S ENTIRE LIABILITY WITH RESPECT TO ANY IP CLAIM.
- 7.3 Indemnification Procedure. The Party seeking indemnification under this Section 7 will: (a) give the indemnifying Party prompt written notice of the Claim, (b) tender to the indemnifying Party control of the defense and settlement of the Claim (provided that a settlement may not impose on the indemnified Party any costs or obligation to admit liability without its prior, written consent), and (c) cooperate with the indemnifying Party in defending or settling the Claim. The indemnified Party will have the right to participate in any indemnification action or related settlement negotiations using counsel of its own choice at its own expense.

SECTION 8: LIMITATION OF LIABILITY

- 8.1 Indirect Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, (AND PAYLOCITY SHALL NOT BE LIABLE TO CLIENT'S AFFILIATES, AUTHORIZED USERS OR TO ANY THIRD PARTY) FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, BUSINESS INTERRUPTION, OR THE COST OF ACQUIRING SUBSTITUTE OR REPLACEMENT SERVICES, , WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL PAYLOCITY BE LIABLE TO CLIENT, ITS AFFILIATES, THEIR RESPECTIVE AUTHORIZED USERS OR TO ANY THIRD PARTY FOR ANY DAMAGES TO THE EXTENT CAUSED BY CLIENT DATA, CLIENT SYSTEMS, OR CLIENT'S APPLICATIONS, CLIENT'S ALLOWANCE OF UNAUTHORIZED THIRD PARTY ACCESS, OR CLIENT'S INTRODUCTION OF MALICIOUS CODE, OR FOR ANY ACTIONS TAKEN BY PAYLOCITY AT CLIENT'S DIRECTION.
- 8.2 Direct Damages, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO PAYLOCITY FOR THE APPLICABLE SERVICE IN THE TWELVE (12) MONTH PERIOD DIRECTLY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

8.3 Exclusions.

- (a) The liability limits set forth in Section 8.1 (Indirect Damages) and 8.2 (Direct Damages) above shall not apply to the following:
- (1) a party's gross negligence or willful misconduct;
 - (2) Client's payment and funding obligations;
 - (3) Client's obligations pursuant to Section 1.2 (Licenses; Scope of Use), Section 1.3 (Limitations on Use), Section 9 (Third-Party Services) or Client's breach of Service Specific Terms;

SECTION 9: THIRD-PARTY SERVICES

- 9.1 Third-Party Services. Paylocity may provide the capability for Client to link or integrate Subscription Services with certain third-party products or services not owned by Paylocity ("**Third-Party Services**"). Such Third-Party Services shall be provided in accordance with the terms of the Order, or Section 9.2 (API). Client shall enter into a separate agreement with the third party providing the Third-Party Services. Paylocity is not responsible for and does not endorse any such Third-Party Services and disclaims any and all liability arising from or relating to the use of such Third-Party Services by or on behalf of Client.
- 9.2 API. If included in an Order, Client may access and use certain pre-existing application programming interfaces created by or on behalf of Paylocity for the purpose of facilitating the integration of the Subscription Services with a Third-Party Service (each, an "**API**") subject to the applicable API End User License Agreement and Paylocity Developer Tools Terms of Service found [here](#).
- 9.3 Client is responsible for all rights, obligations, and liabilities related to any of its Third-Party Services provider's access, use, handling, processing, storage, disclosure, and deletion of Client Data, as outlined in a separate agreement between Client and such Third-Party Services provider.

SECTION 10: CLIENT FUNDING

- 10.1 Obligation to Remit Funds. Client is responsible for remitting timely funds to Paylocity for the performance of certain Services in accordance with the applicable terms set forth in the Agreement.

SECTION 11: GOVERNING LAW; VENUE

- 11.1 The Agreement and all matters arising out of or related to the Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any choice or conflict of law provision or rule of any other jurisdiction. Any legal suit, action, or proceeding arising out of or related to the Agreement shall be initiated in a United States federal or state court located in the State of Florida, and each Party irrevocably submits to the jurisdiction of such courts in any such suit, action or proceeding. Each Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to the Agreement.
- 11.2 Tribal Entity Clients. If Client is a Governing Tribal Entity (as defined below), Client hereby irrevocably waives all immunity (whether on the basis of sovereignty or otherwise) from suit, judgment, damages, liabilities, jurisdiction, attachment (both before and after judgment) and execution to which it might otherwise be entitled in any action or proceeding in any court, arbitration, or other forum, arising out of or in connection with the Agreement (and any breach thereof) and agrees that it will not raise or claim or cause to be pleaded any such immunity at or in respect of any such actions or proceeding. Client expressly acknowledges and agrees that Paylocity is not subject to the jurisdiction of Client's tribal court or any similar tribal forum. For purposes of the Agreement, "**Governing Tribal Entity**" may include, but is not limited to, authorized person, tribal legislative body, tribal council, tribal committee, bureau of Indian affairs, village council, or tribal business committee.
- 11.3 U.S. Government Clients and Authorized Users. As defined in FAR section 2.101, the Services are "commercial items" and, according to DFAR section 252.227-7014(a)(1) and (5), are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of the Agreement and will be prohibited except to the extent expressly permitted by the terms of the Agreement.
- 11.4 Export. The Services are subject to U.S. and local export control and sanctions laws. Client acknowledges and agrees to the applicability of such laws, and will not receive, use, transfer, export or re-export any Services, or any components thereof, in a way that would cause Paylocity to violate such laws. Without limiting the foregoing, Client or its Affiliate may not use the Services if: (1) it is in, under the control of, or a national or resident of Cuba, Iran, North Korea, Sudan or Syria or are on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Commerce Department's Denied Persons List, Unverified List or Entity List or (2) it intends to make the Services available for use in Cuba, Iran, North Korea, Sudan or Syria (or by a national or resident of one of these countries) or to a person on the Specially Designated Nationals List, Denied Persons List, Unverified List or Entity List.

SECTION 12: MISCELLANEOUS

- 12.1 Assignment. Neither Party shall assign or otherwise transfer its rights or delegate its obligations under the Agreement, in whole or in part,

without the prior written consent of the other Party, except that consent shall not be required if the Agreement is assigned by Paylocity in connection with a merger, acquisition, change of control, or sale of all or substantially all of the assets to which the Agreement relates. Any purported assignment or delegation in violation of this Section will be null and void.

12.2 **Force Majeure.** Neither Party will be deemed in breach hereunder for any interruption or delay in the performance of its obligations hereunder (not including any payment obligations) if the interruption or delay is due to unforeseen events which are beyond the reasonable control of such Party (each, a “**Force Majeure**”), which may include strikes, blockade, war, terrorism, riots, pandemics, epidemics, or natural disasters, insofar as such an event prevents or delays the affected Party from fulfilling its obligations and such Party is not able to reasonably prevent or avoid it.

12.3 **Publicity.** During the Subscription Term and at all times after its termination or expiration, neither party will make any media release or other public announcement relating to or referring to the Agreement without the other party’s prior written consent (except as required by applicable law). Neither party acquires a right to use, without the other party’s prior written consent, the terms or existence of the Agreement, the names, trademarks, service marks, or copyrighted materials of such party in any advertising, publicity, press release, marketing presentation, or promotion.

12.4 **Limitation of Actions.** No action arising under or in connection with the Agreement may be brought by Client more than two (2) years after Client becomes or should reasonably have become aware of the events giving rise to the cause of action.

12.5 **Notices.** Any legal notice required or permitted under the Agreement will be in writing and sent to Client at the address set forth in the Order or to the email address set forth in the Client’s account within the Subscription Services and sent to Paylocity at Paylocity Corporation, Attn: Legal Department, 1400 American Ln, Schaumburg, IL 60173 or to legalnotices@paylocity.com. Such notice will be deemed to have been received by the addressee upon: (a) personal delivery; (b) the second business day after being mailed or couriered, postage or delivery pre-paid; or (c) the day of sending by email (if sent on a business day, or else on the next business day), except for notices of breach (other than for non-payment) or an indemnifiable claim, which for clarity must be made by mail or courier, postage or delivery pre-paid. Notwithstanding the foregoing, Paylocity may also provide notices related to products and Services and changes to the terms of the Agreement electronically via postings on its website, in-product notices, or on its self-service portal or administrative center, as applicable.

12.6 **Authorization to Review Credit.** Client understands that the Agreement may be considered as an application for credit and hereby authorizes Paylocity to review the credit of Client, including reports from credit bureaus, references, bank account ownership and status, bank account transaction history, and other available financial information.

12.7 **Integration; Order of Precedence.** The Agreement sets forth the entire agreement between Client and Paylocity relating to the Services and supersedes all prior and contemporaneous oral and written agreements. Client agrees that its purchase of any Service is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Paylocity regarding future functionality or features. If there is a conflict between the SA and other agreements or ordering documents referenced herein, the following order of precedence will control: (a) the DPA (solely with respect to the Parties’ obligations to protect personal data, subject to the Limitation of Liability and other terms contained herein); (b) the Service Specific Terms (but only with respect to the applicable Service); (c) the SA; and (d) the Order or other Paylocity ordering document (but only with respect to the applicable Service). Client’s additional or different terms and conditions will not apply, whether included in a purchase order or otherwise. Except as otherwise stated in the Agreement, the terms of this SA can only be modified through a written agreement signed by both parties.

12.8 **Waiver; Enforceability.** No waiver will be implied from conduct or failure to enforce or exercise rights under the Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the Party claimed to have waived. If any portion of the Agreement is determined to be invalid, illegal, or unenforceable, the remainder of the Agreement shall nonetheless remain in full force and effect.

12.9 **Compliance with Laws.** Each party shall comply with all laws applicable to such party in its performance or receipt of the Services hereunder.

IN WITNESS WHEREOF, the Parties have caused the SA to be executed by their duly authorized representatives as of the Effective Date.

Paylocity Corporation

City of Temple Terrace, Florida

By: 
Name: Josh Scutt
Title: SVP - Sales
Date: July 9, 2026

By: _____
Name: _____
Title: _____
Date: _____

Statement of Work

This Statement of Work (“**SOW**”) is entered into by Paylocity and Client and describes certain Professional Services related to the implementation and configuration of the Services. This SOW is governed by the Subscription Services Agreement referenced in the relevant Order, including the Professional Services Terms available [here](#) for reference. Capitalized terms used but not defined in this SOW shall have the meanings assigned to them in the SA. This SOW, together with the SA, are collectively referred to herein as the “**Agreement**.” This Agreement represents the entire agreement between the parties regarding the subject matter herein and replaces any prior oral or written communications.

1. Overview and Methodology. Paylocity will perform the Professional Services consistent with its standard implementation processes and procedures, which include the following:

- 1.1. Consult with Client to develop the Project Plan.
- 1.2. Perform the Professional Services in a phased approach as outlined in this SOW, transitioning between each phase of the Project Plan for each Module (as defined below). Phases may overlap depending on the scope and dependencies of certain tasks for each Module. “**Module**” means a specific element of core functionality of the Services as explicitly outlined in the applicable Order and Project Plan.
- 1.3. Arrange and lead various kickoff, introductory, planning, and routine calls as set out in the Project Plan to support and progress the Professional Services.
- 1.4. Upon completion of configuration and testing, provide the Client with consultative services to assist it in transitioning from the Go-Live and Post-Implementation Support phase to independently administering the Services. The consultative services are aimed at providing the Client with support and guidance to help it make informed decisions about the configuration of the Services. However, the Client is solely responsible for making all final decisions, validating all configurations and data post-setup, and promptly notifying Paylocity of any necessary changes. These consultative services include: (i) guidance on the Services setup, taking into account Client’s specific needs but limited to capabilities and functionalities of the Services; (ii) guidance on potential modifications or adjustments to enhance the existing functionalities of the Services, to help the Client make informed decisions with the development team; and (iii) guidance during data conversion and configuration to help Client make informed decisions on the configuration of the data and data migration. These services do not include custom software development, creation of new features, full outsourcing or staffing support for ongoing HR/payroll operations, auditing or data validation, maintenance or troubleshooting of IT infrastructure or hardware components, legal, tax, or compliance advisory, or any other items not explicitly listed herein.

2. Client Roles and Responsibilities. Client will provide the following resources and support throughout the implementation process to ensure a successful and timely project completion:

- 2.1. **Executive Sponsor(s)** – Executive stakeholders will have budgetary and decision-making authority to support the implementation. These individuals should be available as needed to sign off on final decisions and make necessary contract changes. They will be the primary decision makers on the executive level in Client’s company.
- 2.2. **Project Advocate/Project Manager** – This individual will act as the central point of contact and coordination between the various stakeholders. The skills required include project planning and internal project management, meeting facilitation, communication/documentation experience, knowledge of enterprise applications and technology implementations, access to key decision makers, and a comprehensive understanding of the company culture.
- 2.3. **Functionaries** – These subject matter experts will clearly articulate processes, needs, and nuances of Client’s internal requirements and have experience in recruiting, staffing, human resources, payroll, accounting, and onboarding. These individuals will provide the “litmus test” for all configuration decisions and will also participate in training on use of the Services.

2.4. **System Administrator(s) – Ongoing** – System Administrators will be responsible for some setup of the Services during the implementation and have overall responsibility for the ongoing management and maintenance of the Services. Responsibilities also include first-level support to Client’s user base and the authority to contact the Paylocity support center.

2.5. **IT Resource** – The IT resource will be responsible for any internal maintenance of the Services required during the implementation process, such as Time Clock hardware (if applicable), and connecting any of the Client’s internal systems needed to work with the Services.

3. Paylocity Roles and Responsibilities. Paylocity will assume responsibility for the following roles and tasks in performing the Professional Services:

3.1. Project Manager (PM)

- (a) Acts as primary point of contact for Client and Paylocity, manages Paylocity’s resources, and ensures Deliverables are completed per the Project Plan.
- (b) Manages and coordinates issue resolution, liaising with relevant project stakeholders and utilizing established escalation paths when necessary to resolve project concerns.
- (c) Facilitates weekly status calls and communicates weekly project status to the Executive Sponsor(s) and project stakeholders, relaying action items and overall project status.
- (d) Coordinates discussions between Client and Paylocity regarding the nature, impact, and justification for any proposed change to the scope of the Professional Services, collaborates with internal teams to assess feasibility and to determine pricing or timeline adjustments (if applicable), and ensures any proposed changes are documented in a formal Change Order.
- (e) Oversees the overall execution of the Project Plan. The PM does not directly manage the Client’s team, but it collaborates closely with them to coordinate efforts, and it consults with the Client on activities such as change management, employee training, testing, client-built integrations, and third-party deployments, as applicable.
- (f) Coordinates with third-party resources as needed, subject to the Project Plan.
- (g) Provides employee rollout communications, develops plan for training of supervisors and employees, and performs rollout activities.

3.2. Implementation Consultant (IC)

- (a) Has the primary responsibility for configuration of the Services based on specifications. Answers questions related to the Services and supports training.
- (b) Conducts an in-depth consultative needs analysis, analyzes the client data, manages the conversion process, and supports all efforts throughout the transition process.
- (c) Provides appropriate resources to complete all phases and Deliverables and is responsible for project management and maintaining the Project Plan and resources throughout the project.
- (d) Navigates any approved changes to the Project Plan pursuant to a Change Order.
- (e) Delivers a configured production environment based on the documented and mutually agreed-upon configurations established during the discovery/needs analysis process, subject to system constraints.
- (f) Offers specialized resources as needed for the following Modules, based on the specific Modules applicable to the Client pursuant to the relevant Order:

(1) Payroll

- (i) Builds the core payroll system configuration, in accordance with the documented and mutually agreed-upon configurations established during the discovery/needs analysis sessions of the Plan and Design phase, subject to the Project Plan and system constraints.
 - (ii) Configures the Time Off Accruals tool and balances current year prior wages (as needed and only if applicable to Client pursuant to the relevant Order).
 - (iii) Creates custom security roles and requests custom calculations.
 - (iv) Assists in completing technical tasks such as creating the company shell, security setup, report writing and maintenance.
- (2) **Time and Labor**
- (i) Configures the Services consistent with Client-provided payroll policies related to how Client's organization captures time worked and the Client-provided rules that apply to calculating hours, submitting time-off requests, time punching, and delivering hardware.
- (3) **Benefits**
- (i) Oversees benefit plan configuration and plan rule setup, loading election data if outside of open enrollment period, delivering a benefit deduction audit, and launching EDI carrier projects.
- (4) **Human Resources (HR)**
- (i) Works with ICs during implementation with a focus on the setup of the HR Modules.
 - (ii) Evaluates and defines the Client's configuration requirements and provides consultation during HR Module configuration. This includes, but is not limited to, converting HR data, consulting on ACA implementation, and working with the Client to configure the Services to enable the functionality of the specific HR Modules applicable to the Client.

3.3 Data Conversion Team (DC)

- (a) In accordance with Paylocity's standard process, collaborates with the Client to extract data from the Client's system, subject to any system access restrictions or limitations. Subsequently, converts the extracted data into a compatible format that can be imported into the Services.
- (b) When applicable, oversees the implementation of the Time Clock Converter tool, which converts data from a third-party time and labor system into a compatible format for import into the Services.

4. Project Responsibility Matrix

The matrix below describes the specific phases of the Professional Services, along with the corresponding obligations of Paylocity and Client for each phase, as applicable. Upon completion of the Paylocity sales submission process and Paylocity's receipt of all requisite documentation, the Professional Services will commence upon a mutually agreed kickoff date.

The matrix uses the following RACI framework to define the level of involvement and accountability for each party in the execution of the specific tasks outlined below:

"R" means responsible party that will lead the defined task.

"A" means assisting party that will contribute to completion of defined task.

"C" means consulted party that will provide information or advice to responsible party for defined task.

"I" means informed party that will not have any action for the task but will be kept informed of status.

Plan and Design	Paylocity	Client
Facilitate introduction call for all parties involved in the implementation.	R	C

Participate in the introduction call and product discovery meetings.	R	A
Define training resources and incorporate training plan into Project Plan.	R	I
Ensure all Functionaries attend required training courses.	A	R
Gather company policy and procedure documentation that may inform Services configuration.	A	R
Identify all requested integration requirements related to Third Party Services, including all supported integrations such as EDI, API, and SFTP, and confirm such requested integration requirements are accurately and completely documented in the relevant project materials (such as the Order, discovery details, and/or the Project Plan) for Paylocity's evaluation and inclusion in the Project Plan, subject to feasibility and supportability.	A	R
Construct the preliminary Project Plan, which will consist of, at a minimum, the task name and respective responsibilities of Client and Paylocity, estimated completion date for each task, any dependencies affecting the Project Plan, and the desired outcome.	R	C
Lead discovery/needs analysis sessions with Client to gather its business requirements.	R	A
Provide in a timely manner all relevant documentation and information requested by Paylocity to enable it to generate the Project Plan. Relevant documentation and information may include, without limitation and as applicable: clear direction on business requirements, benefit plan information, time and labor setup requirements, internal systems build information, and accrual policies.	C	R
Provide all login credentials, accesses and consents needed to enable Paylocity to extract employee demographic information and other relevant data related to setup of the Services.	C	R
Define project priorities and identify salient risks, gaps, or limitations based on the completed discovery/needs analysis assessment and recommend configurations that align with business needs.	R	A
Client and PM /final alignment call to review the Project Plan and set forth the Project Plan for completion of the Professional Services ("Alignment Call"). Upon completion of the Alignment Call, the Project Plan is deemed final and any changes to the Project Plan or the scope of Professional Services described herein require a separate, mutually agreed to written Change Order, which may include additional fees and a shift in the Project Plan as determined by Paylocity based on the projected change.	R	A

Build	Paylocity	Client
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Provide information regarding internal processes and organizational set up as well as associated policies and procedures for Paylocity review.	A	R
Cooperate with Paylocity to introduce any third-party vendor needed to commence data extraction from Client's existing system(s) and assist in scheduling and enabling Paylocity's access to and migration of data related thereto.	R	A
Begin payroll and time and labor system configuration within the Services.	R	A
Gather current Client human resources policies (to the extent in scope as set forth in Project Plan) and consult or recommend an approach for transitioning to the Services	C	R
Supply technical support and knowledge required for Services configuration and data conversion	R	A
Configure company setup consisting of all business rules and procedures based on information gathered during discovery needs analysis	R	C
Complete initial testing of the Services' core functions	A	A
Review configuration with Client's organization to develop knowledge and understanding.	R	A
Participate in review of configuration – Paylocity to provide criteria on requisite elements of review process for Client to fulfill upon phase completion.	R	A
Review and approve Services configuration based on company policies and procedures, along with employee data and audit for accuracy and data integrity.	A	R
Provide access to employee-level information within the Services in a form that enables Client testing to commence.	R	C
Enable access to third party integration vendors that are supported by Paylocity and listed on the Paylocity Investment Summary.	R	A
Coding to Paylocity's API specifications or identifying and contracting with a Client Partner (as defined Section 6) to support this work.	C	R
Maintain and manage the direct relationship and contract with Client Partners (as defined Section 6)	C	R
Facilitate and liaise communications and manage escalations with any Client Partners, subject to Section 6 below.	C	R

Finalize	Paylocity	Client
Conduct training for Client's administrators on Services usage in line with standard Paylocity training protocol.	R	C
Initiate the registration of eligible employees, as required, to perform Services testing.	R	A
Consult on data audit, identify and investigate variances in audit process, and subsequently rectify variances to the extent in scope as determined by the Project Plan.	R	A
Conduct a walkthrough of the Services to determine whether any adjustments are necessary to enable the Services to go live. If any necessary adjustments are outside the scope of the Project Plan but Paylocity determines it can accommodate the changes, create a Change Order to amend the Project Plan accordingly.	R	C
Perform Services testing and provide configuration feedback based on business needs.	C	R
Perform audit of migrated employee data to verify the accuracy, integrity, and structure of the data.	C	R
Maintain employee demographic information to ensure data remains accurate and in synch with primary source of truth.	C	R
Acquire testing feedback and update configuration of the Services.	R	A
Enable Client to commence standard Services testing protocol in line with Paylocity's guidance.	R	C

Go-Live and Post-Implementation Support	Paylocity	Client
Ensure end users complete training prior to deployment as defined in the Project Plan and communicate any additional resource needs.	A	R
Perform the first live time and labor punch and first payroll processing using the Services.	A	R
Test and complete the general ledger.	R	C

Provide deployment and post go-live support for the transition to Paylocity's service team.	R	I
Ensure accuracy of payroll data input for processing and reconciliation of financials.	A	R
Perform closing project activities and provide updates on any final outstanding items.	R	A

5. Final Review. Upon completion of the Go-Live and Post-Implementation Support phase, Paylocity shall notify Client of such completion. Upon such notification, Client shall have no more than five (5) business days to notify Paylocity in writing of any bona fide material defects in the core components of the Subscription Services applicable to such Module resulting from a failure in the Professional Services delivered for that phase ("**Final Review Period**"), provided such defects are promptly identified by Client in good faith and sufficiently described to Paylocity along with any requested supportive documentation. In the event Client does not notify Paylocity of any such defects during the Final Review Period, the Professional Services shall be deemed complete. Once the Final Review Period is deemed complete, the Professional Services shall be complete in their entirety. To the extent Client identifies a defect per the above, Paylocity shall review the information provided surrounding the alleged defect and, to the extent such defect is a sole and direct result of Paylocity's failure to deliver the Professional Services described herein, the parties shall cooperate in good faith to identify a course of action to promptly correct the defect. If Paylocity determines in its reasonable discretion that such defect cannot be corrected, Paylocity will, at its option, (i) suggest a modification to the implementation to achieve the desired outcome or, if no such repair or modification is feasible as determined by Paylocity, (ii) terminate the engagement and refund a pro-rata portion of fees paid but not yet incurred pursuant to the applicable Order. To the extent the defect resulted in whole or in part from Client or any third party's act, omission, delay or failure to comply with the obligations set forth herein, Paylocity shall have no obligation to rectify the defect, and the Professional Services will be deemed complete unless the parties mutually agree to additional professional services work and associated fees pursuant to a separately signed Change Order.

6. Client Partner. To the extent Client engages an authorized independent third-party provider to perform Client-side obligations under the SOW ("**Client Partner**"), Paylocity will, upon written request from the Client, use reasonable efforts to collaborate in good faith with the Client and the Client Partner to address implementation-related issues in connection with this SOW. For clarity, any such collaboration by Paylocity does not include managing or assuming responsibility for the Client's or Client Partner's performance; remains subject to the change control process outlined in the Professional Services Terms; will not alter or expand Paylocity's obligations or liabilities hereunder; and requires reasonable collaboration from the Client and Client Partner.

**Statement of Work
Elevate Implementation
(f/k/a Managed Implementation Services)**

This Statement of Work (“**SOW**”) is subject to and governed by the Subscription Services Agreement referenced in the relevant Order, including the Professional Services Terms available [here](#) for reference. Capitalized terms used but not defined in this SOW shall have the meanings assigned to them in the SA. This SOW, together with the SA, are collectively referred to herein as the “**Agreement**.” This Agreement represents the entire agreement between the parties regarding the subject matter herein and replaces any prior oral or written communications.

1. **Overview.** Paylocity will provide a one-time Elevate Implementation if specified in the applicable Order and as further described in this SOW (“**EI**”). The EI is designed to supplement the standard implementation Professional Services that Paylocity undertakes as described in a Project Plan, by providing additional professional services to support the Client’s migration from its legacy payroll system to Paylocity’s Subscription Services.
2. **Scope of EI.** The EI consists of the following components, which are further described in the Project Responsibility Matrix below:
 - 2.1. **Dual Maintenance**

A structured data entry process assisting the Client to transition from their legacy payroll provider to Paylocity’s Services. These activities are intended to support the alignment of employee demographic data from the Client’s legacy payroll system to Paylocity’s Services beginning from the point of initial data extraction through the final dual maintenance data pull.
 - 2.2. **Data Validation**

Validation of migrated Client data based on predefined standards, business rules, and requirements, each provided by the Client, to support the Client’s review and confirmation of data accuracy and integrity. This step is intended to identify discrepancies and support alignment of migrated data with Client’s operational needs.
 - 2.3. **Payroll Services Testing**

Facilitation of payroll testing activities to support the Client’s verification of payroll outputs.
 - 2.4. **Exclusions**
 - 2.4.1. EI does not include, and Paylocity shall have no liability for: (i) any audit, compliance review, assessment, or certification of Client’s payroll data; or (ii) the review, correction, investigation, or remediation of payroll, tax, employment, or compliance matters, including historical errors, misclassifications, penalties, interest, or agency notices.
 - 2.4.2. Paylocity shall have no liability to Client or any third party for any inaccuracies, errors, delays, or noncompliance resulting from Client Data, Client-provided instructions or approvals, or any third-party systems, including Client’s legacy payroll systems or prior service providers.
3. **Client Roles and Responsibilities.** Client will provide the following support to ensure a successful and timely project completion:
 - a) Provide timely, accurate and complete data and feedback to support the EI.
 - b) Complete and return intake forms and mapping documents as requested.
 - c) Provide initial and ongoing data extracts in agreed formats and timelines.
 - d) Participate in scheduled calls (e.g., discovery, needs analysis, Weekly Touch Point [“**WTP**”]).
 - e) Review and approve demo databases and test payroll results.

- f) Maintain open communication with EI team regarding changes or concerns.
- g) Obtain and maintain all necessary rights, permissions, and credentials to grant Paylocity access to the Client's legacy payroll system.

4. **Paylocity Roles and Responsibilities.** Paylocity will provide the following resources and tasks in performing the Professional Services under this SOW:

4.1. **Project Manager (PM)**

4.1.1. **Primary Responsibility:** Oversight of project planning, execution, and milestone delivery.

4.1.2. **Key Duties:**

- a) Aligns with internal leadership during intake and discovery.
- b) Maintains cross-functional communication with IC, DCS, and EIC as outlined below.
- c) Coordinates and schedules WTP calls, ensuring DCS availability.
- d) Manages dual maintenance planning and closure activities.
- e) Facilitates formal handoff to Client post go-live.

4.2. **Payroll Implementation Consultant (IC)**

4.2.1. **Primary Responsibility:** Execution of technical and operational implementation tasks.

4.2.2. **Key Duties:**

- a) Distributes to the Client mapping documentation following needs analysis.
- b) Delivers demo databases and communicates delivery status to the Client.
- c) Executes internal test payroll and informs EIC of completion.
- d) Communicates validation findings to the Client for review and approval.

4.3. **Data Conversion Specialist (DCS)**

4.3.1. **Primary Responsibility:** Client-facing data extraction, validation, and coordination.

4.3.2. **Key Duties:**

- a) Assigned at project initiation; sends Client welcome communication.
- b) Executes comparison reports to validate data.
- c) Supports planning and execution of dual maintenance activities.

4.4. **Elevate Implementation Consultant (EIC)**

4.4.1. **Primary Responsibility:** Execution and validation of test payroll processes.

4.4.2. **Key Duties:**

- a) Reviews internal test payroll results.
- b) Sends to the Client completion notifications and validation findings.
- c) Supports multiple test cycles (up to 3 test payrolls as mutually determined by Paylocity and Client).

5. Project Responsibility Matrix

The matrix uses the following RACI framework to define the level of involvement and accountability for each party in the execution of the specific tasks outlined below:

“R” means responsible party that will lead the defined task.

“A” means assisting party that will contribute and approve completion of defined task.

“C” means consulted party that will provide information or advice to responsible party for defined task.

“I” means informed party that will not have any action for the task but will be kept informed of status.

Dual Maintenance	Paylocity	Client
Obtain and maintain all necessary rights, permissions, and credentials to grant Paylocity access to the Client’s legacy payroll system.	I	R
Extract employee demographic data from Client’s legacy payroll system as needed to perform the dual maintenance activities.	R	A
Perform ongoing dual maintenance activities. Such activities include reviewing the data mapping configurations in the Client’s legacy payroll system against those in the Paylocity Services and periodically updating the Paylocity Services to reflect changes in employee demographic data based on Client Data and Client’s instructions.	R	A
Provide Client with weekly updates of Paylocity’s progress with the dual maintenance activity through PM recaps.	R	I
Notify Client of the final dual maintenance data pull. Upon completion of the final dual maintenance data pull, Paylocity will not be responsible for performing any further dual maintenance activities, and Client will be responsible for maintaining employee demographic data in Paylocity Services.	R	I

Data Validation	Paylocity	Client
Periodically validate employee demographic data migrated to Paylocity’s Services against the data validation criteria provided by or approved by the Client and document any discrepancies for Client to review.	R	A
Review validation results provided by Paylocity to confirm data accuracy and completeness.	I	R

Payroll Testing	Paylocity	Client
Execute test payroll(s) based on Client Data and instructions provided by the Client (up to 3 test payrolls as mutually determined by Paylocity and Client) and deliver results to Client for Client’s validation.	R	A
Review test payroll results and notify Paylocity of discrepancies and provide approval of test results.	I	R

5. Project Responsibility Matrix

The matrix uses the following RACI framework to define the level of involvement and accountability for each party in the execution of the specific tasks outlined below:

“R” means responsible party that will lead the defined task.

“A” means assisting party that will contribute and approve completion of defined task.

“C” means consulted party that will provide information or advice to responsible party for defined task.

“I” means informed party that will not have any action for the task but will be kept informed of status.

Dual Maintenance	Paylocity	Client
Obtain and maintain all necessary rights, permissions, and credentials to grant Paylocity access to the Client’s legacy payroll system.	I	R
Extract employee demographic data from Client’s legacy payroll system as needed to perform the dual maintenance activities.	R	A
Perform ongoing dual maintenance activities. Such activities include reviewing the data mapping configurations in the Client’s legacy payroll system against those in the Paylocity Services and periodically updating the Paylocity Services to reflect changes in employee demographic data based on Client Data and Client’s instructions.	R	A
Provide Client with weekly updates of Paylocity’s progress with the dual maintenance activity through PM recaps.	R	I
Notify Client of the final dual maintenance data pull. Upon completion of the final dual maintenance data pull, Paylocity will not be responsible for performing any further dual maintenance activities, and Client will be responsible for maintaining employee demographic data in Paylocity Services.	R	I

Data Validation	Paylocity	Client
Periodically validate employee demographic data migrated to Paylocity’s Services against the data validation criteria provided by or approved by the Client and document any discrepancies for Client to review.	R	A
Review validation results provided by Paylocity to confirm data accuracy and completeness.	I	R

Payroll Testing	Paylocity	Client
Execute test payroll(s) based on Client Data and instructions provided by the Client (up to 3 test payrolls as mutually determined by Paylocity and Client) and deliver results to Client for Client’s validation.	R	A
Review test payroll results and notify Paylocity of discrepancies and provide approval of test results.	I	R

Service Specific Terms

The following Service Specific Terms (“**SST**”) apply to certain Services when such Services are included in an Order or otherwise accessed or enabled by Client. The SST are incorporated into the terms of the applicable Paylocity Corporation Subscription Services Agreement and Order (collectively the “**Agreement**”), and any capitalized terms used but not defined below shall have the meanings ascribed to them in the Agreement. Notwithstanding anything to the contrary in the SA, Paylocity reserves the right to update the SST at any time and the version and date of such update shall be identified herein.

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1. Payroll Services

Paylocity may deliver certain payroll-related and tax-related services in the United States (“**Payroll Services**”). For purposes of Payroll Services, the funding and banking requirements outlined in this Section 1 shall apply.

1.1 Nacha Operating Rules

- a. For any service including an electronic funds transfer to be made across the Automated Clearing House network (each an “**ACH Transaction**”), Client will be designated as the “**Originator**,” as defined in the National Automated Clearing House Association (“**Nacha**”) Operating Rules, as may be amended from time to time by Nacha (the “**Operating Rules**”);
- b. Client authorizes Paylocity to initiate ACH Transactions on its behalf as directed by Client;

- c. Client shall comply with the Operating Rules as applicable to Originators with regard to any and all fund transfers hereunder and shall comply with all applicable laws in initiating ACH Transactions;
 - d. Client will indemnify, defend, and hold Paylocity and each Originating Depository Financial Institution, as defined in the Operating Rules, harmless from and against any Claim arising from Client's violation of this Section 1.1; and
 - e. Paylocity reserves the right to conduct an annual audit to confirm Client's compliance with the terms of this Section 1 (or more frequently based on Paylocity's reasonable suspicion of noncompliance).
- 1.2 Debited Funds. For any payroll processed with total liabilities of less than \$1 million, (a) Paylocity will debit Client's bank account for all ACH Transactions one banking day prior to the applicable payroll check date and (b) Paylocity requires all amounts to be available for withdrawal from Client's account at least two business days prior to the applicable payroll check date. In the event the total amount of funds is not available one banking day prior to the applicable check date: (a) Paylocity will charge Client a \$100.00 fee; (b) Client must wire all outstanding funds to Paylocity's specified bank account by 2 PM CT on the same business day of the date of notification by Paylocity of the insufficient funds; and (c) if such funds are not wired to Paylocity in accordance with the foregoing, Paylocity reserves the right to suspend the Services or terminate the Agreement as set forth in the SA and SST. The foregoing is in addition to any other rights Paylocity may have under this Agreement or under applicable law.
- 1.3 Wire Transfer Funds. Notwithstanding the provisions of Section 1.2 (Debited Funds), Client must initiate a wire transfer of all funds one banking day prior to the applicable check date for any payroll processed when: (a) total payroll-related liabilities exceed \$1 million and/or total tax-related liabilities exceed \$1 million; (b) Paylocity is not performing tax services for Client; (c) Client does not meet (or no longer meets) Paylocity's credit standards; (d) Client has failed to meet its funding obligations due to the return or rejection of an ACH Transaction; or (e) Client processes payroll and the majority of its workforce is set up as Form 1099 contractors. In the event all funds are not received by Paylocity in accordance with this Section 1.3, all payroll and tax liabilities (including, without limitation, direct deposit and bank checks) will remain on hold and will not be processed by Paylocity until all funds have been received via a successful wire transfer.
- 1.4 Right to Hold Funds, Setoff. Paylocity reserves the right to hold funds resulting from a void (reversal) for six banking days to mitigate the risk of returned ACH Transactions for payroll liabilities or Authorized User reversals. Client grants Paylocity the right to set off with any funds retained by Paylocity for purposes of remitting payments or making payments to Authorized Users, taxing authorities, or other third-party agencies. Paylocity may allocate funds remitted or otherwise made available to it by Client to any amounts owed to Paylocity hereunder as Paylocity deems appropriate in its sole discretion.
- 1.5 Sufficient Funds. In connection with the Payroll Services subject to this Section 1, Client agrees as follows:
- a. All Client-designated bank accounts will have sufficient funds to pay Client's third-party obligations in relation to the Payroll Services (i.e., payroll payments, taxes, agency, or other obligations) within the time periods set forth in this Section 1 in order to satisfy Client's third-party obligations in their entirety.
 - b. If Client fails to have sufficient funds to pay such third-party obligations including, without limitation, penalties, or other fees, then Client shall be responsible for all of Paylocity's costs of collection of amounts due hereunder, including, without limitation, attorneys' fees, and costs.
 - c. Paylocity reserves the right to reverse Authorized User transactions and/or tax payments for which funds have not been received from Client.
- 1.6 Client Authorizations and Responsibilities
- a. Client authorizes Paylocity to (1) act as an agent of Client solely with respect to Payroll Services in order to pay Authorized Users designated by Client, via Direct Deposit electronic funds transfer, payroll amounts due and payable to them by Client based on Client Data; (2) serve as a limited agent with respect to tax filings in order to perform payroll tax services which may include, as applicable, tax deposits and filings of federal, state and local employment tax returns; and (3) pay Authorized Users designated by Client via bank check drawn on a bank account maintained by Paylocity solely for this purpose.
 - b. Client shall be fully responsible for the following: (1) unclaimed property filings and any other escheatment duties within the respective state(s) or jurisdiction(s) Client conducts business; (2) fees assessed by banks as required to cash Authorized User checks; (3) where required by law, ensuring its employees can cash paychecks without incurring a fee; (4) retaining (and providing upon request) copies of each Authorized User authorization form for two (2) years after it expires.

- c. Client grants Paylocity limited power of attorney to sign all obligatory and necessary forms to appropriate government channels and banks.
 - d. Client agrees to execute a "Reporting Agent Authorization" and "FEIN and State Info" in conjunction with using these Payroll Services and agrees to provide timely information to Paylocity regarding changes in deposit frequencies and state unemployment rates.
- 1.7 Service Suspension. In addition to the suspension and termination rights in the SA, and any other rights Paylocity may have under the Agreement, SST, or applicable law, Paylocity may immediately suspend Client's access to (or Paylocity's delivery of) Payroll Services if:
- a. Client does not have sufficient funds in its account for Paylocity to perform the Payroll Services;
 - b. Client fails to remit timely Service Fees, payroll, or tax funds to Paylocity, or is otherwise in breach of its funding requirements or other responsibilities and obligations under this Section 1 or the SA;
 - c. Client uses a bank that is no longer willing to originate debits from Client's account or credits on Client's behalf for any reason or Client otherwise has an account where authorization to debit is terminated, or
 - d. Client undergoes a material adverse change to its financial condition that Paylocity reasonably believes will impact Client's ability to fulfill its obligations under the SA.
- 1.8 Extended Access. Subject to Section 2.4 of the SA, the Service Fees for Extended Access are \$5 per active Authorized User per year, and the minimum charge for Extended Access is \$1,000. The Extended Access Service Fees are payable prior to the Extended Access being made available to Client.

2. Time and Labor Services

Paylocity may provide certain time and attendance services and related Timekeeping Equipment ("**Time and Labor Services**"). To enable the time and attendance services, Client is required to purchase or lease the Timekeeping Equipment as set forth herein.

2.1 Timekeeping Equipment

- a. Paylocity operates as an authorized reseller of the Timekeeping Equipment supplier ("**Supplier**"), who develops and manufactures the timekeeping equipment which helps facilitate the Time and Labor Services ("**Timekeeping Equipment**").
- b. Paylocity (and Supplier, as applicable) has and shall maintain all rights, title and interest in the intellectual property of the Timekeeping Equipment and its software and firmware.
- c. Client shall use the Timekeeping Equipment and any embedded Paylocity or Supplier software or firmware applications in accordance with the documentation made available to Client by Paylocity.
- d. Paylocity shall provide support in accordance with Paylocity's Time and Labor Hardware Maintenance Policy found [here](#).
- e. Client's sole and exclusive remedy for any Timekeeping Equipment failure caused directly by Paylocity shall be for Paylocity, at its sole option, to repair or replace the affected Timekeeping Equipment.

2.2 Leased Timekeeping Equipment

- a. Title to and all rights in the leased Timekeeping Equipment, and any embedded software and firmware, shall at all times remain vested in Paylocity and/or its licensors, including Supplier.
- b. Timekeeping Equipment will not become a fixture of any Client facility even if attached to other equipment or real property. Client shall not do or allow anything to occur which might adversely affect Paylocity's (or lessor's) right, title or interest in the Timekeeping Equipment. Client shall not sell, pledge, use as collateral, or otherwise encumber the Timekeeping Equipment.
- c. At the expiration or earlier termination of the SA or applicable Order, Client shall:
 - 1. Remove and back up all Biometric Data, Personal Information, and any other Client Data and information from the Timekeeping Equipment; and
 - 2. Immediately return all leased Timekeeping Equipment to Paylocity at Client's sole cost and expense, and ensure that the Timekeeping Equipment is reasonably packaged to prevent damage in transit.
- d. Any damaged, unreturned or unusable Timekeeping Equipment, as so deemed in Paylocity's sole discretion, will be the responsibility of the Client and Paylocity reserves the right to charge Client for the cost of replacement.

2.3 Delivery and Installation

- a. If Client fails to take delivery or give Paylocity adequate delivery instructions, then without prejudice to any other right or remedy available to Paylocity, Paylocity may:
 - i. store (or have its carrier store) the Timekeeping Equipment until actual delivery and charge Client for the reasonable costs (including insurance) of storage; or

- ii. after it becomes clear that Client has no intention to take possession of the Timekeeping Equipment, sell the Timekeeping Equipment at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) charge Client for any shortfall below the price under the Order.
- b. Upon Client's receipt of the Timekeeping Equipment, Client shall contact Paylocity for virtual (i.e., videoconference or teleconference) assistance with installation and setup of the Timekeeping Equipment and once completed by Paylocity, the Timekeeping Equipment is deemed successfully installed. On-site setup and installation will not be provided.

2.4 Biometric Data

- a. Paylocity and Client shall comply with the terms and conditions of its Biometric Information Privacy Act (BIPA) Policy ("BIPA Policy") found [here](#).
- b. All Biometric Data will be considered Client Personal Information.

3. Affordable Care Act (ACA) Services

Client authorizes Paylocity to file forms 1095c and 1094c based on data entered by Client, including employee classifications, status and any other relevant data. Paylocity will serve as a "limited agent" for Client with respect to information return filing with the Internal Revenue Service. Except as expressly provided herein, Paylocity is not an agent of Client, nor is Paylocity in partnership or otherwise affiliated with Client's business. Client also grants Paylocity limited power of attorney to sign all obligatory and necessary forms to appropriate government channels. Client agrees to execute a "Reporting Agent Authorization" in conjunction with using these ACA services, and the same Form 8655 used for tax-filing clients is sufficient for ACA reporting. Client agrees to provide timely information to Paylocity regarding any changes in legal name or FEIN.

4. ASO/HR Edge Services

These services are designed to provide general information to employers regarding human resources situations commonly encountered. These services include verbal and written information and guidance on a wide variety of human resources related topics, however Paylocity's services exclude legal representation, legal advice, tax advice, international issues, insurance carrier and insurance policy matters (including but not limited to carrier claims resolution, claims audits, open enrollment materials, benefit summaries, pricing negotiation and specific plan information pertaining to an insurance policy), paperwork (completing and processing forms) and administration (hiring, recruiting, interviews, terminations, disciplinary actions, drafting or writing of custom documents (e.g., handbooks, offer letters, separation agreements, and compensation plans)), provided Paylocity will provide templates and samples (if available), answer questions and offer information about what is typically included in the documents, and provide an overview of legal or regulatory rules. Paylocity will try to provide information, including links to a statute or law, links to governmental regulatory agencies, and any other information it may have available about a given topic, but it will not interpret legal rules or give advice on the law.

5. Employment and Income Verification Services

As part of the Services and at no additional cost to Client and Client's employees, Paylocity (through its vendor) will provide a Fair Credit Reporting Act employment and income verification service for Client's employees who have authorized a third-party verifier to obtain employment and income verification from the employee's employer ("**Verification Service**"). Client may opt out of the Verification Service by having an Administrator contact Paylocity at: employmentverification@paylocity.com and indicate the EIN(s) that Client wishes to opt out of the Verification Service. Unless Client has opted out of the Verification Service, Client authorizes Paylocity to transmit (to its vendor) employment and income verification information sufficient for the vendor to identify the employees who are eligible to receive the Verification Service. Client certifies that it has read the Notice to Furnishers provided to it [here](#). Client understands its obligations as a data furnisher set forth in the foregoing notice and under FCRA, which include duties regarding data accuracy and investigation of disputes, and it certifies it will comply with all such obligations. If an employee disputes the accuracy of the data provided, Client agrees to provide reasonable assistance to Paylocity to resolve the dispute. Client acknowledges that the vendor is solely liable for the services it provides, and that Paylocity is not responsible for the acts or omissions of its vendor, including, without limitation, any acts or omissions related to the security or confidentiality of any Client Data on the vendor's systems and/or servers. Client agrees and acknowledges that, by offering the Verification Service, (i) Paylocity is not intending to provide, and its actions should not be construed as providing, legal or financial advice and (ii) Paylocity is not acting in a fiduciary capacity on behalf of Client and/or Client's employees. Nothing in this provision creates any rights under the Agreement to any employee. There are no person(s) intended as third party beneficiaries of the Agreement; and no person or entity (other than Client or Paylocity) will have any right to enforce any part of the Agreement.

6. Recognition & Rewards Service

Client's use of the Recognition & Rewards service includes Recognition, Rewards both cash and digital gift cards ("**Recognition & Rewards Service**").

6.1 Recognition & Rewards Service

- 6.1.1 Client upon placing an Order will need to pre-fund all amounts to be used for the Recognition & Rewards Service.
- 6.1.2 Client is solely responsible for enrolling employees and determining employee eligibility for the Recognition & Rewards Service.
- 6.1.3 Client is solely responsible for specifying any additional limitations or restrictions regarding employee use of the Recognition & Rewards Service as required for Client to comply with laws and regulations applicable to Client.
- 6.1.4 Paylocity may modify the terms of the Recognition & Rewards Service from time to time upon notice to Client, which may be provided electronically or by in product notification.
- 6.1.5 Paylocity can terminate the Recognition & Rewards Service at any time upon notice to Client, which may be provided electronically or by in product notification.
- 6.1.6 Paylocity may suspend and/or terminate Client's access to the Recognition & Rewards Service immediately if there is reasonable suspicion of unauthorized or illegal use, misuse, immediate risk of harm to Paylocity, fraud or change in law.

6.2 Digital Gift Card Rewards:

- 6.2.1 Client may not use the Digital Gift Card Rewards to:
 - a. Redeem Digital Gift Card Rewards for personal use outside of a rewards program offered to Client employees.
 - b. Redirect Digital Gift Card Rewards once delivered to an employee to another employee without written permission by Paylocity.
 - c. market to children under the age of 13 or anyone considered a minor under the laws of their residence.
 - d. encourage or reward the use of:
 - i. Tobacco, marijuana, or vaping products
 - ii. Alcohol
 - iii. Violence, including firearms, weapons, or ammunition.
 - iv. Illegal drugs or non-legally prescribed controlled substances, and drug paraphernalia.
 - v. Items that create consumer safety risks.
 - vi. Pornography or sexually explicit materials.
 - e. Engage in unfair, predatory, or deceptive practices, such as misinformation, multi-level marketing, "get rich quick" schemes, or predatory financial services.
 - f. Use in furtherance of or by any organization that promotes hate, violence, or intolerance based on race, age, gender, sexuality, gender orientation, ethnicity, religion, political affiliation, or citizenship.
 - g. Resell or distribute any Digital Gift Card Rewards.
 - h. Offer as part of contests, lotteries, sweepstakes, gambling or casino loyalty, or online auctions.
 - i. support non-profit or charitable organizations that are not registered as 501(c)(3).
 - j. enable the purchase of cryptocurrencies or other secondary exchanges.
- 6.2.2 Client agrees that available Digital Gift Card Rewards may change. Paylocity agrees it will make commercially reasonable efforts to provide Client with prior written notice of such changes.
- 6.2.3 Client acknowledges that Paylocity has no control over the availability of redemption options and brands of Digital Gift Card Rewards.
- 6.2.4 Digital Gift Cards are final and non-refundable, and Digital Gift Card Rewards may not be canceled, terminated, or forwarded to a subsequent recipient for any reason.
- 6.2.5 Client shall be provided with prior notice if Paylocity and/or its suppliers, due to anti-money laundering regulations, must investigate suspicious, potentially illegal, fraud, or other unauthorized activity related to Client's use of the Digital Gift Card Rewards. Client will cooperate with any such reasonable investigation or preventative measure requests in good faith including, without limitation, promptly providing requested information regarding recipients of the Digital Gift Card Rewards which will be used by Paylocity or its suppliers solely for anti-fraud, anti-money laundering, and regulatory or risk-mitigation purposes.
- 6.2.6 The Digital Gift Card Rewards are each subject to their own respective merchant/supplier branded terms and conditions that govern the redemption, use, and any expiration date or fees of each Digital Gift Card Reward. All such terms and conditions for the Digital Gift Card Rewards are between the respective merchant/supplier and the recipient. Paylocity makes no representation or warranty related to, has no obligation under, and disclaims any liability associated with such supplier terms and conditions.
- 6.2.7 Client represents and warrant that the recipients of the Digital Gift Card Rewards are not and will not be (i) identified on any sanctioned lists; nor (ii) located, organized or ordinarily resident in a country or territory that is subject to sanctions or embargoes of any kind by the U.S.

6.3 Upon termination or expiration of the Recognition & Rewards Service, Paylocity will have the right to use any funds remaining in Client's pre-funded Recognition & Rewards Service to offset any amounts owed to Paylocity or any claim to funds which Paylocity may have against Client in connection with the Agreement.

6.4 Client will comply with all applicable laws and regulations, including but not limited to, wage and hour compliance laws, IRS regulations or other applicable laws and Client further agrees Paylocity will have no liability whatsoever for Client's failure to comply with such laws and regulations.

6.5 Client shall indemnify, hold harmless and defend Paylocity from and against all liability, actions, claims, demands, losses or damages incurred by Paylocity to the extent caused by, or arising out of Client's (i) use or misuse of the Recognition & Rewards Service and Digital Gift Card Rewards and (ii) failure to comply with any applicable laws or regulations. Any cap on liability or disclaimer of damages contained in the applicable Agreement shall not apply to Client's indemnification obligation in this Section 6.

7. On Demand Pay Service

Paylocity's On Demand Pay Service allows a Client's Authorized Users to access a certain amount of payroll funds in advance of such employee's payroll check date, subject to the limitations contained herein (the "**ODP Service**"). By using the ODP Service, Client agrees to the following:

Client is responsible for ensuring its Authorized Users comply with all in-product notices and requirements associated with use of the ODP Service, including all transaction limits, withdrawal limits, and other restrictions on the ODP Service as required by Paylocity. Client shall fund each payroll cycle in full, inclusive of all advance payroll funds requested by Client or its Authorized Users in connection with the ODP Service (the "**Requested Funds**", and each request of such Requested Funds an "**ODP Transaction**"), and shall ensure all Requested Funds are paid by Client to Paylocity on the earlier of (i) the payroll cycle immediate following the applicable ODP Transaction or (ii) two (2) weeks from the date of the applicable ODP Transaction. Client is responsible for any unpaid fees charged to its Authorized Users in connection with the ODP Service and is responsible for all costs of collection related to Paylocity's actions to recoup such fees from Client. Client will indemnify, defend and hold harmless Paylocity and its officers, directors, employees, affiliates, agents, and contractors, from and against any third-party claims and resultant losses arising out of Client's (or its Authorized Users') use of the ODP Service. Notwithstanding any provision to the contrary in the applicable Agreement, the foregoing obligations of Client shall not be subject to any limitation or exclusion of liability contained therein.

8. Integration Services; API Access

8.1 Integration Services. If included in an Order, Paylocity will create a native integration, electronic data exchange integration or flat files integration between Subscription Services and Third-Party Services (the "**Integration Services**") that may be performed pursuant to the Professional Services Terms. Client shall enter into a separate agreement with the third party providing the Integration Services. Paylocity is not responsible for and does not endorse any such Integration Services and disclaims any and all liability arising from or relating to the Integration Services by or on behalf of Client. Client shall provide proper instructions and oversight to complete the Integration Services.

a. Client further represents and warrants as follows:

- i. Client has obtained any and all rights and permissions required to share and transmit Client Data with and to the Third-Party Services provider;
- ii. Client authorizes Paylocity to provide such Client Data and Client Confidential Information to such Third-Party Services provider as may be required to perform the Integration Services;
- iii. Client will review and test the Integration Services and outputs;
- iv. Client will ensure completeness and accuracy and security of the connection (e.g., as with payroll processing, Electronic Data Interchange (EDI) setup and other activities);
- v. Client will confirm that the Integration Services work as it intended and in accordance with the laws in jurisdictions where it operates;
- vi. Client will conduct final approval/sign-off of the Integration Services to confirm they are complete and functioning as Client intends;
- vii. Client shall work directly with its Third-Party Services provider to ensure that any gaps are identified and resolved while Client (or Third-Party Services provider) builds the connection/integration and throughout the Subscription Term;
- viii. Client is, and will continue throughout the Subscription Term to be, a current active customer of the Third-Party Services; and
- ix. Client will obtain adequate rights from such Third-Party Services provider for Paylocity to perform the Integration Services, including the rights to use any applicable tools available from such Third-Party Services provider.

b. Client is responsible for all rights, obligations, and liabilities related to any of its Third-Party Services

provider's access, use, handling, processing, storage, disclosure, and deletion of Client Data for the Integration Services, as outlined in a separate agreement between Client and such Third-Party Services provider.

8.2 **API Access.** Client agrees that use of the Paylocity API shall be in accordance with and subject to the API End User License Agreement and Paylocity Developer Tools Terms of Service found [here](#).

9. Market Pay Services

The Market Pay Services provide information to Client intending to help Client: 1) understand the average market pay for its local geographic region, providing pay insights in regions where its employees are already working so it can assess and make informed decisions when creating job descriptions; and 2) determine what fair and competitive compensation it should consider when looking to attract and retain top talent.

Client shall not: (i) modify or create derivative works of the Market Pay Services; (ii) sell, sublicense, lease, rent, assign, distribute, repackage, rebrand or otherwise transfer, share or disclose the Market Pay Services or the content provided therein; or (iii) cause, assist or permit any third party to do any of the foregoing. Paylocity makes no warranties as to the accuracy of the Market Pay Services, any data utilized to create such Market Pay Services, or any outputs or outcomes resulting or deriving from the Market Pay Services and Client's use thereof. Paylocity reserves the right, to modify the Market Pay Services or any functions or features thereof at any time upon written notice to Client, provided that such modification contains substantially similar functionality. Client acknowledges and agrees that Paylocity shall have no liability to Client for any interruption or modification of the Market Pay Services.

10. Learning Management Services

10.1 **Safety Training and Healthcare Training.** Client agrees that when using Safety Training and/or Healthcare Training in the Learning Management Services, the services, training, and course materials are provided solely as compliance resources. Neither Paylocity or American Medical Compliance, Inc. ("AMC"), as the provider of the training content, guarantee or assume responsibility for any of Client's compliance with federal, state, or local laws or regulations. Client is solely responsible for its own compliance obligations. Neither Paylocity or AMC shall be liable for any fines, penalties, sanctions, or liabilities arising out of a Client's failure to comply with applicable laws or regulations, and Client shall indemnify, defend, and hold harmless Paylocity and its provider AMC from and against any claims, damages, or expenses relating thereto.

11. Benefits Decision Support

Benefits Decision Support, powered by Reclaim, includes functionality intended to enable Client to offer employees the ability to choose their most "optimal" benefits plan. Client's Authorized Users may only access the Benefits Decision Support after acknowledging and agreeing to Reclaim's then-current privacy policy and terms of use.

Paylocity's total cumulative liability for any and all claims arising from or relating to Benefits Decision Support and Client's use thereof shall be limited to an amount equal to the total fees paid by Client to Paylocity for Benefits Decision Support in the twelve (12) months immediately preceding the incident giving rise to the claim.

12. Mineral Services

12.1 For the Mineral Services provided by Mineral Inc., which may include HR Basic, HR Essentials and/ or Guided HR Compliance ("**Mineral Services**"), Client agrees to the following additional terms:

- 12.1.1 Client shall comply with Mineral's Terms of Service found [here](#). Client must confirm agreement with the Mineral Terms of Service upon logging into the Mineral platform.
- 12.1.2 If Client is utilizing a private virtual infrastructure physically located outside of the United States, Client agrees not to transmit to Mineral any information, data or technology controlled by the International Traffic in Arms Regulations or otherwise requiring an export license or other regulatory export authorization from the U.S. Government or any other governmental authority.
- 12.1.3 Client grants Paylocity permission to create user accounts for the Mineral Services on Client's behalf.
- 12.1.4 Notwithstanding anything to the contrary in the Agreement, in no event shall Paylocity's total aggregate liability for any and all claims arising from or relating to Mineral Services and Client's use thereof exceed the aggregate amounts paid by Client to Paylocity for Mineral Services in the twelve (12) month period directly preceding the event giving rise to the claim.

13. Access Management Services

13.1 Access Management Services includes functionality intended to enable Clients to manage their employees' digital user identities and application access, connecting HR data in Paylocity with IT identity repositories and downstream business applications. Access Management Services includes a partnership with OneLogin, Inc. for its software functionality and Expedient for select managed services (including implementation and other support services).

By using the Access Management Services ("**Access Management**"), Client agrees to the following additional terms:

- 13.1.1 Client shall comply with the OneLogin Terms found [here](#).
- 13.1.2 Client agrees to the Access Management Support Schedule Terms and the Access Management Implementation Terms found [here](#).
- 13.1.3 Client shall not knowingly utilize any third-party software accessed via Access Management in any application or situation where the failure thereof could directly or indirectly lead to death or serious bodily injury to any person and/or to severe physical or environmental damage.
- 13.1.4 If Client utilizes a private virtual infrastructure physically located outside of the United States, Client agrees not to transmit to Expedient any information, data or technology controlled by the International Traffic in Arms Regulations or otherwise requiring an export license or other regulatory export authorization from the U.S. Government or any other governmental authority.
- 13.1.5 Client grants Paylocity permission to create OneLogin user accounts on Client's behalf. Client further agrees that billing by Paylocity for Access Management will be based on the total number of OneLogin Users. "**OneLogin Users**" means any OneLogin user account created by or for Client, including but not limited to, any users created by the integration with Paylocity, third-party directories, by manual entry, or any other Client-driven data entry into the OneLogin system.
- 13.1.6 Notwithstanding anything to the contrary in the Agreement, in no event shall Paylocity's total aggregate liability for any and all claims arising from or relating to Access Management and Client's use thereof exceed the aggregate amounts paid by Client to Paylocity for Access Management in the twelve (12) month period directly preceding the event giving rise to the claim.

14. Headcount Planning

The Headcount Planning Product includes functionality intending to allow Client to: 1) build dynamic hiring plans, automate reconciliations, visualize its organization, provide a dashboard and reporting insight; 2) automate and streamline headcount processes and deliver end-to-end workflows; and 3) align stakeholders in Finance, Recruiting, and HR to increase visibility for teams and budget owners.

15. Early Access Features; No-Charge Services

15.1. Early Access Feature. From time to time, Paylocity may, in its sole discretion, make available to Client as an early adopter an early access version of a new product, feature, or service (in each case, an "**Early Access Feature**"). Client agrees and acknowledges that:

- a) when accessing such Early Access Feature, Client shall comply with the terms of the Agreement;
- b) Paylocity does not guarantee that an Early Access Feature will be available for any particular period of time, or that it will become a generally available Service. If a Service is announced to replace an Early Access Feature, Paylocity does not guarantee that the Service will have similar functionality to the Early Access Feature;
- c) the Early Access Feature may contain bugs, errors, and other defects, and that Client will use the Early Access Feature at its sole risk;
- d) Client's use of the Early Access Feature is on a voluntary and optional basis;
- e) Paylocity has no obligation to provide technical support and may discontinue provision of an Early Access Feature at any time in Paylocity's sole discretion and without prior notice to Client;
- f) by using an Early Access Feature, Client agrees to receive related correspondence and updates from Paylocity and acknowledges that opting out may result in cancellation and revoked access to the Early Access Feature; and
- g) in partial consideration for access to and use of the Early Access Feature, Client will, upon request from Paylocity, promptly provide Feedback with respect to the Early Access Feature.

15.2 No-Charge Services. From time to time, Paylocity may, in its sole discretion, make available to Client certain features, functionality, or offerings at no additional charge (in each case, a "**No-Charge Service**").

15.3. Notwithstanding anything contrary in the Agreement:

- a) THE EARLY ACCESS FEATURES AND NO-CHARGE SERVICES ARE PROVIDED "AS IS," WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-

INFRINGEMENT;

- b) PAYLOCITY SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER WITH RESPECT TO THE EARLY ACCESS FEATURES OR NO-CHARGE SERVICES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL, OR FOR LOST REVENUES, OR LOST DATA, SYSTEMS, OR LOST PROFITS, UNDER ANY THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE;
- c) PAYLOCITY SHALL HAVE NO INDEMNIFICATION OBLIGATION TO CLIENT WITH RESPECT TO THE EARLY ACCESS FEATURES OR NO-CHARGE SERVICES, INCLUDING BUT NOT LIMITED TO CLAIMS ALLEGING THAT THE USE OF THE EARLY ACCESS FEATURES OR NO-CHARGE SERVICES INFRINGES OR MISAPPROPRIATES THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; AND
- d) PAYLOCITY MAY DISCONTINUE AN EARLY ACCESS FEATURE OR NO-CHARGE SERVICE AT ANY TIME WITHOUT NOTICE TO CLIENT.

16. Chatbots

Through Client's use of the Services, Client may interact with automated features including chatbots, digital assistants, conversational experiences powered by artificial intelligence, or similar technologies (collectively, "**Chatbots**"). Client acknowledges that Chatbots may produce inaccurate or unrelated information and Client is responsible for its use of Chatbots and Chatbot-generated content. Paylocity makes no representations or warranties as to the accuracy or reliability of Chatbot-generated content.

17. PuzzleHR Implementation Services

These terms apply if PuzzleHR implementation support services are specified in the Order. To support Client's implementation of Paylocity's Subscription Services, Paylocity will pay the hourly fees directly to PuzzleHR on Client's behalf for specified implementation support services provided to Client by Puzzle Solutions LLC ("**PuzzleHR**"), an independent third-party provider, not to exceed the hourly cap specified in the Order, subject to the following:

- (i) Client must enter into a separate contract directly with PuzzleHR. Paylocity is not a party to that contract and Client's engagement with Puzzle HR is entirely separate from Client's agreement with Paylocity. Paylocity does not warrant or guarantee the quality of services provided by PuzzleHR and disclaims any and all liability arising from or relating to PuzzleHR and the related implementation services delivered by or on behalf of PuzzleHR.
- (ii) Paylocity's payment to PuzzleHR on Client's behalf does not cover any additional fees, such as travel, accommodation, or other reimbursable expenses, or any additional services, which will in all cases be Client's responsibility.
- (iii) Paylocity is not liable for any damages, claims, losses, disputes, or issues arising out of the contract between Client and PuzzleHR. Client will defend Paylocity against any Claim and will indemnify and hold harmless Paylocity from any Losses arising out of or related to Client's contract with PuzzleHR, without any liability limits or exclusions. Any matters related to the contract between Client and PuzzleHR or performance of services by PuzzleHR must be solely resolved directly with PuzzleHR under the terms of the contract between Client and PuzzleHR.
- (iv) Upon termination or expiration of the applicable Order or SA, Paylocity will only be responsible for payment on Client's behalf of the hourly fees for implementation support services provided by PuzzleHR up to date of such expiration or termination, with no obligation to cover any further fees thereafter.
- (v) The payment contribution provided by Paylocity on behalf of the Client cannot be redeemed, transferred, or applied toward any other services or providers. If the Client terminates the PuzzleHR services, Paylocity will have no further obligation to cover any remaining or future fees. Paylocity's payment contribution hereunder may only be used for specified client-side implementation support services provided to Client by PuzzleHR, as determined by Paylocity in accordance with its standard implementation procedures, and the Client shall use PuzzleHR solely for any responsibilities assigned to Client under the Project Plan issued by Paylocity, unless prior agreed by Paylocity in writing.

18. Asset Management Services

Asset Management Services ("**Asset Management**"), provides Client's Information Technology (IT) Administrators the tools to configure and administer several key functions within the Paylocity Subscription Services which include the following features:

A. Asset Management:

- Client's Administrators can manage, categorize and track Client assets (e.g., devices, badges, laptops, desktop monitors, headsets, mobile phones, tablets, printers, docking stations, web cams and other tangibles).

B. Request:

- Ticketing system provides Client Authorized Users the ability to create a ticket requesting to procure products from the Store as indicated below and such ticket will appear on a dashboard within the Paylocity Subscription Services for Client's Administrators to manage.

C. Store:

- The IT hardware procurement feature referred to as the Store is enabled through Asset Management and made available to Client through Paylocity's partnership with CDW, a hardware product fulfillment provider.
- Client's procurement from CDW is subject to and governed by CDW's Terms and Conditions of Sale and Privacy Policy and notwithstanding anything to the contrary in the Agreement, Paylocity (i) makes no representations, warranties, or indemnities on any products or services purchased through CDW pursuant to the Asset Management Service and (ii) shall have no liability of any kind arising from or relating to the procurement of any products or services through CDW.

D. Orders:

- Client will have visibility to order and tracking information.

E. Configuration:

- Client's Administrator can enable preferred settings such as automation frequency for ticket creations, email notification frequency, hardware thresholds and warranty, auto-provisioning information and default shipping address.

Client understands that neither Paylocity nor CDW, as the seller, is the manufacturer of the products purchased by Client and the only warranties offered are those of the manufacturer, not, Paylocity, CDW or their respective Affiliates. In purchasing the products, Client is relying only on the applicable manufacturer's specifications and is not relying on any statements, specifications, photographs or other illustrations representing the products that may be provided by Paylocity, CDW or their respective Affiliates. The availability of products through the Paylocity Subscription Services does not indicate Paylocity or CDW's endorsement of any products or manufacturer.

PAYLOCITY, CDW AND THEIR RESPECTIVE AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY APPLICABLE MANUFACTURER'S WARRANTY.

19. Spend Management Services

Airbase Inc. powered by Paylocity ("**Paylocity**") may provide certain spend management services through the Spend Management Platform ("**Spend Management Services**"). For Spend Management Services, the following terms in this Section 19 shall apply.

19.1 Definitions. The following definitions apply to the Spend Management Services as used in these SST or the applicable Order.

"AP Automation Transactions" means U.S. and international bank accounts bill payments made via the Spend Management Platform.

"Cashback Eligible Volume" means the Eligible Card Payment Volume that takes place in the United States, excluding foreign card transaction volume and PIN debit payment volume.

"PIN Debit Payment Volume" means total dollar amount of payments authenticated by entering a Personal Identification Number (PIN) at the point of sale to receive cash.

"Cross-Border Payment Transactions" are transactions where the source bank account and payee bank account are in different countries. There are two types of Cross-Border Payment Transactions: Cross-Border Accounts Payable Automation Transactions and Cross-Border Expense Management Transactions. "Cross-Border" means either the payee or the source account is a non-U.S.-based bank account. Cross-Border Payment Transactions do not include payments made by physical or virtual card.

“Domestic Payment Transactions” are transactions where the source bank account and payee bank account are in the same country. There are two types of Domestic Payment Transactions: U.S. Domestic Payment Transactions and International Bank Accounts (IBA) Domestic Payment Transactions. Domestic Payment Transactions do not include payments made by physical or virtual card. Within U.S. Domestic Payment Transactions and International Bank Accounts Domestic Payment Transactions, there are two subtypes: AP Automation Transactions and Expense Management Transactions.

- A **“U.S. Domestic Payment Transaction”** has a source account that is a U.S.-based bank account.
- An **“International Bank Accounts (IBA) Domestic Payment Transaction”** has a source account that is an internationally-based bank account.

“Eligible Card Payment Volume” means the volume of settled signature-based Point of Sale (POS) and online signature transactions on Paylocity Corporate Cards, in a period under consideration.

“Expense Management Transactions” means any employee expense reimbursements made via the Spend Management Platform.

“Foreign Transaction Volume” means the total Eligible Card Payment Volume that takes place outside of the United States, in a period under consideration.

“Fraud Exception” means a Client request to exempt transactions from Paylocity’s automatically occurring fraud alerts for a specified duration based on specific criteria, including transactions: (i) for specific whitelisted merchants; (ii) up to a specified amount; and (iii) in a specified geography.

“Paylocity Corporate Card” means a physical or virtual Paylocity-branded debit card, the use of which is subject to the Paylocity Card Program Agreement.

“Spend Management Platform” means the Paylocity-owned platform provided as part of the Subscription Services that enables Client to (i) create an overview of its business expenses, and (ii) manage and pay its business expenses.

“Vendor” means any third parties engaged by Client to provide goods or services for which Client incurs and pays business-related expenses.

19.2 Spend Management Services

- a) Depending on the availability of funds and the specific Spend Management Services, Clients may pay certain company expenses through the Spend Management Platform. Supported payment methods may include but are not limited to: (i) prepaid cards; (ii) bank transfers; (iii) checks; and (iv) any other payment mechanisms enabled within the Spend Management Platform.

19.3 Nacha Operating Rules

- a) For any service including an electronic funds transfer to be made across the Automated Clearing House (“ACH”) network (each an **“ACH Transaction”**), Client will be designated as the **“Originator,”** as defined in the National Automated Clearing House Association (“Nacha”) Operating Rules, as may be amended from time to time by Nacha (the **“Operating Rules”**);
- b) Client authorizes Paylocity to initiate ACH Transactions on its behalf as directed by Client;
- c) Client shall comply with the Operating Rules as applicable to Originators with regard to any and all fund transfers hereunder and shall comply with all applicable laws in initiating ACH Transactions;
- d) Client will indemnify, defend, and hold Paylocity and each Originating Depository Financial Institution, as defined in the Operating Rules, harmless from and against any Claim arising from Client’s violation of this Section 19.1; and
- e) Paylocity reserves the right to conduct an annual audit to confirm Client’s compliance with the terms of this Section 19 (or more frequently based on Paylocity’s reasonable suspicion of noncompliance).
- f) With regard to ACH Transactions, Client acknowledges that: (i) Paylocity will act as a third-party sender on Client’s behalf within the ACH network; and (ii) there is a risk of the reversal or chargeback of a payment (**“ACH Returns”**) due to insufficient funds in Client’s account or other reasons. Client expressly acknowledges and consents to being liable for any ACH Returns that may occur, including any fees associated therewith.

19.4 Sufficient Funds. In connection with the Services subject to this Section 19, Client agrees as follows:

- a) All Client-designated bank accounts will have sufficient funds to pay Client's third-party obligations in relation to the Services in order to satisfy Client's third-party obligations in their entirety.
- b) If Client fails to have sufficient funds to pay such third-party obligations including, without limitation, penalties, or other fees, then Client shall be responsible for all of Paylocity's costs of collection of amounts due hereunder, including, without limitation, attorneys' fees, and costs.
- c) Paylocity reserves the right to reverse Spend Management Transactions for which funds have not been received from Client.
- d) Paylocity may allocate funds remitted or otherwise made available to it by Client to any amounts owed to Paylocity hereunder as Paylocity deems appropriate in its sole discretion.

19.5 International or Cross-Border Payments. For AP Automation or Expense Management, Client may make international payments using the International Bank Accounts Domestic Payment Transactions or Cross-Border Payment Transactions feature of the Spend Management Platform (collectively, "**International Payments**"). To enable such functionality, Paylocity partners with Corpay. Corpay effectuates such payments on behalf of Client and Paylocity helps facilitate communications between Corpay and Client regarding those payments. Paylocity may collect and transmit information about Client and Vendors to assist Corpay in meeting its compliance obligations under applicable laws and regulations. Any funds flowing to Vendors through Corpay remain Client funds until Vendor receipt.

- a) Client agrees to the terms of the Cross Border Payments Agreement ("**CBPA**") found [here](#), as may be amended, and such terms shall be incorporated into the Agreement, and that: (i) the sole contracting party with Client under the CBPA is Corpay; (ii) it hereby grants to Paylocity any rights Client grants to Corpay under the CBPA to the extent those rights are necessary for Paylocity to provide the Spend Management Services.
- b) Client authorizes and directs Corpay (see <https://www.corpay.com/cross-border>; and see Listing of Corpay companies at <https://www.corpay.com/compliance>) to open a Corpay account in Client's name for foreign currency exchange and global payment transactions.
- c) Client shall be a principal party (principal-remitter and/or principal-beneficiary) to each transaction associated with Client's Corpay account and has appointed Airbase Inc. as an authorized user for Client's Corpay account.
- d) Client agrees to the "Client" rights and responsibilities under the applicable account terms at <https://www.corpay.com/cross-border/terms>.
- e) With regard to International Payments, Client acknowledges and agrees that:
 1. exchange rates used are competitive rates and are at all times displayed on Paylocity's user interface before Client initiates payments;
 2. payments may take between 5-7 business days depending on the country to which International Payments are being sent, and Paylocity and Corpay will apply commercially reasonable efforts to reach such timelines;
 3. it is Client's responsibility that any payment to a Vendor is made on time, and Paylocity is not liable for any late fees a Vendor might charge for late payment;
 4. in case of a returned payment for whatever reason (refunds, chargebacks, reversal, etc.), Paylocity will repurchase USD at a commercially competitive rate which may lead to losses based on market fluctuations;
 5. Paylocity is not responsible for any currency exchange losses in connection with Client's use of the International Payments features, including for any fees or claims from Vendor related to differences in exchange rates;
 6. Paylocity may charge a transaction fee for International Payments, and such fee will be shown to Client in Paylocity's user interface before initiation of the transaction;
 7. recipient banks may charge fees for receiving International Payments. Paylocity will not be liable for any deductions in connection therewith;
 8. Paylocity cannot void or stop an International Payment after it has been initiated;
 9. Client is responsible for compliance with any anti-money laundering or terrorist finance laws and regulations in connection with International Payments; and
 10. The International Payments features must be used for business purposes only, including but not limited to reimbursements.

19.6 Expense Management Transactions. For Expense Management, Paylocity will offer functionality enabling

employees of Client to request and receive reimbursements for expenses advanced by such employee ("Reimbursements"). Paylocity uses one or more designated third-party services to enable connection of employee bank accounts with the Spend Management Platform.

- 19.7 For AP Automation, Paylocity will not initiate payments on Client's behalf, except as otherwise provided herein. Client hereby authorizes Paylocity to process back-end payments, if necessary and upon request. Client owns and is responsible for Client funds until Vendor receipt. Any funds flowing to Vendors through Paylocity and/or its partners remain Client funds until Vendor receipt.
- 19.8 Paylocity Corporate Cards. The following applies to Paylocity Corporate Cards:
- a) Paylocity Corporate Cards draw from money that is pre-loaded into Client's Spend Management account. Client must first deposit funds into Client's Spend Management account and, when money is spent, the amount spent is debited from the deposited funds. Paylocity does not offer credit through Paylocity Corporate Cards; all money spent on Paylocity Corporate Cards is pre-paid by Client; and
 - b) Client acknowledges and agrees that any rights it granted to Sutton Bank under the Paylocity Card Program Agreement are hereby also granted to Paylocity. Client will not permit or enable any API access to: (a) use Spend Management Services in any manner inconsistent with the terms of the Order; (b) rent, sell, lease, lend, convey, redistribute, or otherwise provide any third party with use of any aspect of the Spend Management Services; and
 - c) Client agrees to the Paylocity Card Program Agreement found [here](#), and such terms shall be incorporated into the Agreement.
 - d) International Corporate Cards. If Client is issued international Corporate Cards, Client agrees to the Scale User Terms found [here](#), and such terms shall be incorporated into the Order.
- 19.9 The use of any third-party credit cards, and any cash back rewards due therefrom, is governed solely by Client's agreement with the applicable third-party issuer.
- 19.10 Cashback. Client acknowledges that any cashback rate listed in an Order may change based upon market conditions, interest rates, state or federal regulatory change, and/or other factors. Any change to cashback rates would be made effective with at least thirty (30) days' notice to Client. If Client is due cash back from Paylocity based upon Cashback Eligible Volume spend included in the applicable Order, Paylocity will apply any such cash back to the Service Fees or to any outstanding invoice. If Client is due funds, Client can redeem the balance due to it on a monthly basis.
- 19.11 Transaction Fees. Where the Order specifies a number of AP Automation and/or Expense Management Transactions ("**Spend Management Payments**") per month, Client may use such Spend Management Payments at any time during each month of the Subscription Term. Unused Spend Management Payments in a given month will not be applied to or roll over to any subsequent months of a Subscription Term. Additional Spend Management Payments used over the specified monthly amount will incur overage fees as indicated in the Order. Spend Management Payments overage fees are invoiced monthly, between the 15th of the previous month and the 14th of the month the invoice is dated, and represent transactions initiated within the Spend Management Platform, in excess of Spend Management Payments limits identified per applicable Order.
- 19.12 Fraud Exception. If Client requests a Fraud Exception, Client knowingly and voluntarily assumes all risks associated with such request, including both known and unknown risks. To the fullest extent permitted by law, Client waives, releases, and discharges Paylocity from any and all liability, claims, demands, causes of actions, damages, and losses, and all costs relating thereto, including without limitation, attorneys' fees, arising from or relating in any way whatsoever to fraudulent transactions related to the Fraud Exception requested by Client. Client understands the inherent risks and potential hazards associated with making a Fraud Exception, which may be both foreseen and unforeseen, and Client's request for a Fraud Exception is wholly voluntary.
- 19.13 Authorized Users. Paylocity treats all transactions made on the Spend Management Platform using Client's or an Authorized User's login credentials as authorized with Client's consent. Client will be solely responsible for any losses, unauthorized payments, or reversed payments resulting from any theft, loss, compromise, or unauthorized use of the Spend Management Platform or Spend Management Services by Client or Authorized User login credentials. Client will also be responsible for any losses or unauthorized payments resulting from fraudulent or illegal compromise of Client's systems. Client agrees that Paylocity will not be responsible for payments or transfers containing inaccurate instructions from Client or other Client errors.
- 19.14 All monetary amounts are to be interpreted as U.S. dollars unless otherwise specified.
- 19.15 As part of the registration process, Client will identify a primary point of contact for Client's Spend Management account.

19.16 Service Suspension. In addition to the suspension and termination rights in the SA, and any other rights Paylocity may have under the Agreement, SST, or applicable law, Paylocity may immediately suspend Client's access to (or Paylocity's delivery of) Spend Management Services if:

- a. Client does not have sufficient funds in its account for Paylocity to perform the Spend Management Services, or
- b. Client fails to remit any Spend Management funds to Paylocity, or is otherwise in breach of its funding requirements or obligations under Section 19 or the SA, or
- c. Client uses a bank that is no longer willing to originate debits from Client's account or credits on Client's behalf for any reason or Client otherwise has an account where authorization to debit is terminated, or
- d. Client undergoes a material adverse change to its financial condition that Paylocity reasonably believes will impact Client's ability to fulfill its obligations under the Agreement.

20. Recruiting

Client agrees that when using Recruiting with the Indeed integration enabled, it will comply with the Indeed Terms of Service found [here](#).

21. Elevate Payroll (f/k/a Managed Payroll Services)

21.1 Elevate Payroll. Paylocity, if identified in an Order, may deliver assistance to Client with certain payroll processing and key tasks ("**Elevate Payroll**"). Client acknowledges and agrees that the provision and delivery of Elevate Payroll is expressly conditioned upon Client maintaining an active subscription of the Payroll Services described in Section 1 above, Time & Labor in Section 2 above, Garnishment Services in Section 22 below, Onboarding, Human Resources Management, Compliance Management and Labor Law Posters pursuant to a Paylocity Order. Additionally, Client may be required to purchase access to additional Services in order to enable Elevate Payroll. Paylocity shall provide Elevate Payroll as outlined below:

- a. *Payroll Processing*
 1. Perform entry and maintenance of recurring payroll elements such as earnings, deductions, and tax configurations.
 2. Prepare and submit regularly scheduled and off-cycle payroll batches using default settings, recurring earnings and deductions, third party integrated pay elements, and certain one-off adjustments provided by Client and agreed to by Paylocity in advance.
- b. *Employee Onboarding*
 1. Work with Client on issues that may arise during the onboarding and integration of employees within the Subscription Services.
- c. *Employee Information and Pay Adjustments*
 1. Make necessary updates to employee information, including pay and time off accrual adjustments as requested in writing by Client to Paylocity.
- d. *Time & Attendance Support*
 1. Notify Client of unconfirmed employee timecards for Client's confirmation and approval.
 2. Generate pre-process payroll register and summary reports for review by Client.

21.2 Client Responsibilities. As part of Elevate Payroll, Client responsibilities include, but are not limited to the following:

- a. Client grants Paylocity consent to administrative access rights to the Subscription Services for the purpose of fulfilling Paylocity's obligations under this Section 21.
- b. Client shall designate an administrator/point of contact to work with Paylocity on Elevate Payroll and shall be responsible for immediately notifying Paylocity of any changes of such individual.
- c. Client shall make commercially reasonable efforts to ensure that its employees are working directly with Client and not contacting Paylocity directly with any queries. In the event a Client employee contacts Paylocity directly, Paylocity will direct Client employee back to Client.
- d. Provide Paylocity with timely, accurate, and complete payroll inputs, employee records, and related materials as requested by the payroll submission deadline.
- e. Review, validate, and approve all payroll elements and reports by the payroll deadlines.

21.3 Payroll Calendar and Payroll Data Submission Deadlines

- a. Paylocity will work with Client to establish and align appropriate submission deadlines for payroll inputs, employee records, and related materials, as well as deadlines for Client review and approval of payroll draft reports, in accordance with the payroll calendar.
- b. Client shall submit to Paylocity all payroll inputs, employee records, and related materials no later than two (2) business days prior to each payroll run (each scheduled payroll cycle for which Paylocity process payroll), or in accordance with mutually agreed-upon payroll calendar cutoff dates, for each

scheduled payroll cycle that Paylocity processes. Late submissions and retroactive changes may cause delays in running a timely payroll and incur additional fees.

21.4 **Excluded Services.** Without limiting any other exclusions set forth herein, Paylocity will not perform the following services:

- a. Communicate with third parties (including Client's other vendors);
- b. Maintain or access Client's non-Paylocity software or databases;
- c. Manually review every individual's earnings for each payroll;
- d. Calculate supplemental pay (including commissions, bonuses, or tips), or maintain documents reflecting such amounts or calculations; or
- e. Change employee direct deposit information.

22. Garnishment Management Services

Client may be required under applicable law to withhold wages for amounts owed by its employees in accordance with a U.S. garnishment order summons issued by states, tribal entities, courts, private attorneys or parties ("**Designated Agency**") acting pursuant to a court order to withhold from payroll a portion of an employee's earnings to repay the debt ("**Garnishment(s)**") (collectively, "**Garnishment Order**").

Clients may subscribe to the Paylocity Garnishment Services, as included in an Order, to allow Paylocity to assist Clients with a Garnishment Order for bankruptcy, creditor, federally administrated, IRS levy, local levy, child support, alimony, consumer debt, state levy, and student loan garnishments ("**Liens**") (collectively, "**Garnishment Services**").

22.1 Garnishment Services Process.

- a. Upon Client's receipt of a Garnishment Order it shall be responsible for ensuring only a designated Authorized User with the same name and email listed as the authorized contact in the Subscription Services uploads an exact copy, with the date and when it was first received by Client, to the employee profile in the Subscription Services and notify Paylocity by sending an email to garnishments@paylocity.com or another communication method as may be communicated by Paylocity; or send the exact copy to garnishments@paylocity.com or another communication method as may be communicated by Paylocity for processing. Paylocity will not process a Garnishment Order unless it is sent by an Authorized User as designated above. Client will ensure the list of its designated Authorized Users is current and up to date.
- b. Upon Paylocity's receipt of the Garnishment Order in accordance with Section 22.1(a), Paylocity will proceed as follows: i) provide Client with an acknowledgement that confirms receipt; ii) proceed to calculate the amount to withhold in accordance with the instructions set forth in the Garnishment Order; iii) update the Client employee's payroll record in the Subscription Services accordingly with the amount of the withheld wages; iv) complete the appropriate paperwork on behalf of Client, and forward to Client for signature, if required before proceeding, to send to the court pertaining to Client's response to the Garnishment Order along with the withheld wages; and v) email Client noting that the Garnishment Order was processed along with any additional pertinent information and any additional Client obligations. Paylocity will not review any additional information or documentation in any manner that deviates from the process expressly outlined in this Section 22.
- c. Client shall be responsible for preparing and submitting recurring calculation worksheets related to continued Liens to the Designated Agency to ensure accurate and lawful ongoing Garnishments.
- d. Client will be responsible for the: i) review of the payroll data prior to processing and will promptly notify Paylocity of any errors in the withheld wages; and ii) its Authorized User(s) who have access to the employee payroll record in the Subscription Services and can make modifications or delete the garnishment deductions as entered by Paylocity. Paylocity is under no obligation to check the employee record to determine if the entries made by Paylocity have been modified by Client's Authorized User(s). Paylocity shall have no liability for Client or its Authorized User(s) who make any modifications to Paylocity's garnishment calculations/deductions.

22.2 Client Responsibilities for Garnishment Services

- a. Paylocity's performance of the Garnishment Services is dependent upon the accurate, complete and timely information provided by Client. Client shall provide Paylocity with all information, documents, etc. Paylocity deems necessary to provide the Garnishment Services. Paylocity

will perform the Garnishment Services in accordance with the written instructions on the Garnishment Order unless otherwise instructed in writing by Client. Should Client provide any other instructions not indicated in the Garnishment Order it shall do so in advance, in writing via the Paylocity Platform and email to garnishments@paylocity.com. Client agrees that Paylocity will not be liable for any consequences that result from Client's instructions. Client agrees that Paylocity will not be liable for any consequences that result from Client's instructions.

- b. Client shall be responsible for the following: i) accuracy of garnishment calculations prior to payroll date and submitting payroll for processing in accordance with this Section 22; ii) communicating directly to its employees designated on the Garnishment Order that such garnishment will be deducted from employee's payroll earnings; ii) inform Paylocity in a timely manner when any Garnishment Order is no longer required. Paylocity will not be responsible for any liability due to Client's failure to (i) review the garnishment calculations for accuracy before submitting payroll for processing; (ii) notify its employee that their payroll earnings are being garnished, (iii) immediately notify Paylocity that the garnishment is no longer required; and/or (iv) immediately notify Paylocity that Client is terminating the Garnishment Services in accordance with Section 2.2 a) iii) (Termination; Service Suspension) of the SA. Failure by Client to notify Paylocity may result in delays in processing of new and existing orders. Paylocity shall not be responsible for any errors, liability, fines and/or penalties that may arise stemming from Client's failure to notify.

22.3 Automated Child Support Order. As part of the Garnishment Services, Paylocity has established an integration with the Office of Child Support Services ("OCSS") for electronic income withholding orders (e-IWO) ("Automated Child Support Order").

- a. Client Authorization.
 - i. Client agrees, acknowledges and authorizes Paylocity to directly receive Child Support Orders electronically from the OCSS on its behalf. This authorization extends to each Federal Employer Identification Number (FEIN) provided by Client. This authorization provides Paylocity the ability to process the Child Support Order for the applicable Client employee.
 - ii. The timing for when the electronic Child Support Order is enabled by OCSS varies by state agency. Client shall upload an exact copy of the Garnishment Order to the employee profile in the Paylocity Platform and also email the Child Support Order to garnishments@paylocity.com or another communication method as may be communicated by Paylocity; until Client no longer receives the Child Support Order directly from the OCSS.
- b. Automated Child Support Orders Not Processed by Paylocity. Paylocity does not process the Automated Child Support Orders for the following:
 - i. Governing Tribal Entities Electronic Funds Transfer (EFT) for tribal members or occurring within tribal jurisdictions);
 - ii. Virgin Islands;
 - iii. International employees; or
 - iv. States that do not use e-IWO for any reason.
- c. For Child Support Orders that are not automated as indicated in b) above, Client shall be responsible for following the process outlined in Section 22.1.
- d. Paylocity shall not be responsible for any liability arising from inaccuracies in garnishment calculations or withholdings resulting from information provided directly by the OCSS.

22.4 Paylocity is not a Law Firm or Agent. Paylocity is not a law firm, and the Garnishment Services will not be construed by Client as providing legal advice. Paylocity will not provide any representation in any legal proceedings or act on behalf of Client as an agent for service of process. It is Client's sole responsibility and duty to ensure compliance with all applicable laws and regulations. Engaging Paylocity to perform the Garnishment Services does not relieve Client of its obligation.

22.5 Client will indemnify, defend and hold harmless Paylocity and its officers, directors, employees, affiliates, agents, and contractors, from and against any third-party claims and resultant Losses arising out of Client's (or its Authorized Users') use of the Garnishment Services. Notwithstanding any provision to the contrary in the applicable Agreement, the foregoing obligations of Client shall not be subject to any limitation or exclusion of

liability contained therein.

23. Elevate Human Resources (f/k/a Managed Human Resources Services)

23.1 Elevate Human Resources. If identified in an Order, Paylocity will deliver assistance to Client with certain human resources related tasks, as identified below (“**Elevate HR**”). Client acknowledges and agrees that the provision and delivery of Elevate HR is expressly conditioned on Client maintaining an active subscription of Payroll Services described in Section 1 above and HR Edge Services described in Section 4 above. Additionally, Client may be required to license additional Services in order to enable Elevate HR.

23.2 Paylocity will use commercially reasonable efforts to provide Client with Elevate HR as outlined below:

- a. Employee Data Audit
 1. At least once per calendar month, review Client records for missing employee demographic data, and work with Client to update missing employee demographic data.
 2. Provide best practices for structuring company data on the Subscription Services, including positions, departments, and pay elements.
- b. Self-Service Portal
 1. Help Client configure and maintain the Employee Self-Service Module to enable employee self-service access to employment records and company info.
 2. Following Client’s written request, upload new documents and configure certain features and views.
- c. Employee Action Events Configuration
 1. Provide general best practices and training materials.
 2. Help Client configure and maintain employee action events to trigger certain documents for identified employee changes (e.g., hiring, promotions, terminations, pay rate updates).
- d. Regulatory Updates
 1. Help Client configure access to regulatory updates.
 2. Upon written direction from Client, process Subscription Services configuration and setting updates in response to a regulatory change.
- e. Employee Handbook
 1. Provide best practices and templates.
 2. Help Client create and maintain Paylocity generated employee handbooks.
 3. Following Client’s written request, review regulatory updates with Client and recommend handbook updates for the Paylocity generated handbook.
 4. Following Client’s written request, help Client distribute and track handbook and policy acknowledgements within the Subscription Services.
- f. User Permissions Reviews
 1. Provide quarterly reports and process Client-approved updates.
- g. Advisory Services
 1. *HR Support:*
 - (i) Provide Client with general education and best practices related to preparing for and responding to an audit or investigation.
 - (ii) Assist Clients in identifying potential gaps in regulatory requirements in its human resources practices and recommend corrective measures for Client to review and approve. Client will be responsible for implementing any such recommendations made by Paylocity.
 - (iii) Provide general human resources consulting services, including HR policy development, employee relations guidance, job descriptions and organizational design support, performance management frameworks, talent acquisition process support, compensation and benefits benchmarking (non-regulated), training and general best-practice guidance.
 2. *Employee Performance Management Support:*
 - (i) Assist management with preparing for performance improvement conversations.
 - (ii) Provide templates and other educational documentation to help Client develop performance improvement plans.
 - (iii) Evaluate Client’s proposed employment actions against company policy and risk mitigation best practices.
 3. *Employee Onboarding and Offboarding Support:*
 - (i) Support Client with employee onboarding and offboarding processes.
 - (ii) Help Client to identify applicable paperwork, prepare standard forms for use by Client, and facilitate storage of completed files within the Subscription Services.
- h. On-Site Services
 1. Paylocity may, as part of Elevate HR, provide on-site professional time during which Elevate HR will be performed at the Client’s office location(s).

2. If agreed upon in writing between the Parties, Paylocity may charge Client additional fees for on-site services.

23.5 Client Responsibilities. As part of Elevate HR, Client responsibilities include, but are not limited to, the following:

- a. Promptly provide Paylocity all information necessary for Paylocity to perform its obligations.
- b. Obtain legal advice to ensure all Elevate HR, including, but not limited to, HR Advisory Services, processes, templates, policies, communications and workflows, are appropriate for Client's specific and tailored use.
- c. Make all reasonable efforts to ensure that its employees are working directly with Client and are not contacting Paylocity directly with any queries. In the event a Client-employee contacts Paylocity directly, Paylocity will direct Client-employee back to Client.
- d. Ensure only designated Authorized User(s) communicate requests and information to Paylocity related to Elevate HR under this Section 23. Paylocity will not process any requests or review any information that is not provided by an Authorized User. Client must ensure that its list of Authorized Users is current.
- e. Grant Paylocity consent to administrative access rights to the Subscription Services for the purpose of fulfilling Paylocity's obligations under this Section 23.

23.6 Excluded Services and Disclaimers.

- a. Without limiting any other exclusions set forth herein, Paylocity will not perform the following services:
 1. Communicate with third parties (including Client's other vendors).
 2. Provide Elevate HR related to employment visas, issues or topics that are subject to the terms of a collective bargaining agreement, or support related to managing or administering Client's employee benefit plan offering, including but not limited to group health plan, voluntary benefit, or retirement plan offerings.
 3. Maintain or access Client's non-Paylocity Subscription Services.
- b. Elevate HR does not include services that are industry specific, specialized, or subject to heightened regulatory frameworks, including but not limited to:
 1. Healthcare (e.g., HIPAA, OSHA healthcare requirements);
 2. Financial services (e.g., FINRA, SEC, banking regulations);
 3. Government or public sector compliance;
 4. Union or collective bargaining;
 5. International employment law;
 6. Highly regulated or licensed professions; and
 7. Management or administration of Client's employee benefit plan offering, including (without limitation) training, configurations and templates.
- c. Paylocity shall have no liability for modifications made to any employee records by Client or its Authorized User(s).
- d. Elevate HR is based on generally accepted HR practices and is administrative in nature and shall not be construed as legal advice, legal representation, or a replacement for the Client's internal human resources department or legal counsel.
- e. Elevate HR is limited to what is described herein and Paylocity does not perform daily or routine HR management functions, including but not limited to employee supervision, hiring or termination decisions, payroll processing, benefits administration, timekeeping, or workplace investigations. All employment related decisions remain the sole responsibility of the Client.

24. Paylocity Retirement Powered by Vestwell

24.1 If identified in an Order, Paylocity, powered by Vestwell, will provide Client with certain retirement services for qualified Plans ("**Paylocity Retirement**"). In connection with the Paylocity Retirement, Paylocity provides the Paylocity Platform that enables Client and Plan participants to facilitate payroll deductions, transmit contribution data, and access integrated workflows. Client shall agree to the separate terms of the Vestwell Services Agreement and Fee Schedule ("**Vestwell Plan Terms**"), including the Vestwell Terms of Service, found [here](#), as may be amended. The Vestwell Plan Terms and the Vestwell Terms of Service govern only the Vestwell provided services. Such terms apply in addition to, and do not replace or supersede, the Agreement. In all cases, the Agreement governs the relationship between Client and Paylocity, and in the event of any conflict or inconsistency between the Agreement and the Vestwell Plan Terms or Vestwell Terms of Service, the Agreement shall control with respect to the Services provided by Paylocity. For purposes of Paylocity Retirement, the terms outlined in this Section 24 shall also apply.

24.2 Definitions

24.2.1 "**ERISA**" refers to the Employee Retirement Income Security Act of 1974 and related regulations as

- may be amended
- 24.2.2 “**Code**” means the Internal Revenue Code and related regulations.
- 24.2.3 “**Plan**” means any “employee pension benefit plan” as that term is defined under ERISA section 3(2) that is intended to meet the qualification requirements of Code section 401(a) or is intended to be a Code section 403(b) annuity contract or custodial account, and the related trust of which is intended to be tax exempt under Code section 501(a), including all related funding vehicles, amendments, restatements, and predecessors and successors thereto, that is offered through the Paylocity Platform and for which Vestwell or any of its Affiliates provide Plan services.
- 24.2.4 “**Paylocity Platform**” means the retirement plan services platform made available to Client for purposes of administering and providing the Plan.

24.3 **Discretionary Fiduciary and Investment Services Excluded**

- 24.3.1 Client acknowledges and agrees that Paylocity will not provide any discretionary, fiduciary, investment advisory, trustee, or investment management services for Client or the Plan as part of the Paylocity Retirement.
- 24.3.2 Client may engage Vestwell or any other service provider of Client's choosing to provide any discretionary fiduciary, investment advisory, or investment management services under separate agreement(s). Client understands and agrees that such services will not be considered part of the Paylocity Retirement.
- 24.3.3 Client acknowledges and agrees that (i) Paylocity has no discretionary authority or responsibility to interpret the Plan, determine eligibility to participate in the Plan, determine or change the rules or policies pertaining to eligibility or entitlement of any participant in the Plan to benefits under such Plan, or to take any other discretionary action with respect to the management, administration, or operation of the Plan, and (ii) Paylocity is not the Plan administrator, a Plan trustee, or other fiduciary (within the meaning of Section 3(21) of ERISA) with respect to the Plan. The Agreement shall be interpreted in a manner consistent with Paylocity's non-fiduciary role.

24.4 **Paylocity Retirement Service Fees**

- 24.4.1 Federal law requires that certain fees associated with a Plan must be paid by the Client as the Plan sponsor, including the one-time implementation fee and the monthly base and rate fees. These fees are set forth in the Order.
- 24.4.2 In addition to the fees set forth in the Order, Paylocity may charge the Client for certain ad-hoc activities which are listed [here](#).
- 24.4.3 Vestwell is required by federal law to invoice certain fees for the Vestwell provided components directly to the Client and these fees will be set forth in the Vestwell Plan Terms.
- 24.4.4 Client grants Paylocity the right to set off against any funds retained by Paylocity for purposes of remitting payments or making payments to Authorized Users, taxing authorities, or other third parties. Paylocity may allocate funds remitted or otherwise made available to it by Client to any amounts owed to Paylocity under the Agreement as Paylocity deems appropriate in its sole discretion.

24.5 **Client Obligations**

- 24.5.1 **Vestwell Documents**. Client will be required to sign or accept (as applicable) certain documents provided directly from Vestwell, for services Vestwell will deliver directly to Client, which do not form part of the Agreement. Paylocity Retirement will commence only upon Client's acceptance or execution (as applicable) of the Vestwell documents.
- 24.5.2 **Operation of Plan**. Client is solely responsible for taking all actions required under applicable law to maintain the Plan's qualification, including (without limitation) timely adoption of required amendments to the Plan. To the extent any Plan amendment affects, or may affect, the Paylocity Retirement, Client must notify Paylocity in writing and specify the nature of impact at least thirty (30) calendar days prior to the effective date of such amendment. Paylocity has no obligation to implement, support, or accommodate any Plan amendment that materially affects the Paylocity Retirement unless expressly agreed by Paylocity in writing. If Paylocity is unable to provide the Paylocity Retirement as a result of any such amendment, Paylocity may suspend or discontinue the Paylocity Retirement and in the event of discontinuance Client will also be responsible for the fees and obligations set forth in Section 24.3.2 above. Paylocity has no responsibility for Plan design, amendments, or compliance.
- 24.5.3 **Benefit Claims**. Client shall be solely responsible for responding to participant claims for benefits under the Plan and appeals relating to the denial of any such claims and Paylocity shall have no obligation or liability with respect to any participant claim for benefits.
- 24.5.4 **Selection of Investment Options**. Client (or Client's investment fiduciary or investment manager) shall be responsible for the selection of all investment options under the Plan. Paylocity shall have no responsibility or discretion under the terms of the Agreement for the prudence, selection or oversight

of any investment options under the Plan. Client acknowledges and agrees that (i) all investment information or investment materials that may be provided by Paylocity to Client are provided to enable Client or participants to independently assess available options and make investment decisions for the Plan, and (ii) Paylocity's provision of any such information or materials is not intended to constitute nor should it be construed as the provision of investment advice or investment recommendations by Paylocity with respect to any investment option that Client may consider making available under the Plan or that any participant may consider electing for investment of their account under the Plan.

24.5.5 Participant and Regulatory Disclosures. Client acknowledges and agrees that Paylocity is not responsible for determining, preparing, delivering, or ensuring the accuracy, completeness, or timeliness of any notices, disclosures, filings, or communications required under ERISA, the Code, or any other applicable law or regulation, including without limitation summary plan descriptions, summaries of material modifications, fee disclosures, participant investment disclosures, benefit claim notices, blackout notices, or any other disclosures to participants, beneficiaries, regulators, or governmental authorities relating to the Plan. Client further acknowledges and agrees that neither Paylocity nor any of its Affiliates has any obligation to provide, review, approve, monitor, or ensure compliance with any such disclosures or communications, and no information, reports, templates, tools, access to data, or other materials provided by Paylocity in connection with the Paylocity Retirement shall be construed as legal, fiduciary, or compliance advice or as assuming responsibility for Client's disclosure obligations.

24.5.6 Contribution Calculations; Funding. Based on the Client Data and Client's written instructions, Paylocity will calculate employer matching or profit sharing contributions, as applicable. Paylocity is not responsible for damages, delays, or penalties arising from inaccurate Client Data or Client's written instructions. Client shall fund and determine the source of employer contributions and Plan fees. Client shall ensure that funds are actually and timely contributed to the Plan. If Client does not sufficiently and timely fund its Plan contributions, contributions may not be processed for that payroll. Paylocity will not perform any follow-up or tracking to confirm that Client has made timely contributions.

24.6 Disclaimers

- 24.6.1 Paylocity does not sponsor, administer, maintain, or provide retirement plans, and does not act as a fiduciary, investment adviser, broker dealer, recordkeeper, or benefits provider.
- 24.6.2 Paylocity is not responsible for payment of any taxes, penalties, regulatory reviews, or Plan disqualification relating to Client's, or employee participants', failure to properly or timely fund contributions.

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Client Company

City of Temple Terrace
11250 North 56th Street
Temple Terrace, FL 33617
8137352520

Client Contact

Angela Torres
11250 North 56th Street
Temple Terrace, FL 33617
813-506-6400



Total Employee Count

380



Monthly Fee

\$14,905.45



One-Time Fees

\$81,810.50



Total Annual Investment¹

\$182,265.40

Loc #	Group #	Company or Affiliate Name	Emp Count	Monthly ³	Annual	Total Annual ²	One-Time Fees
1	1	City of Temple Terrace - municipality	380	\$14,905.45	\$3,400.00	\$182,265.40	\$81,810.50
Total			380	\$14,905.45	\$3,400.00	\$182,265.40	\$81,810.50 ⁴

¹Total Annual Investment includes estimated annual fees

²Annualized fees do not include usage based fees

³Monthly HCM fees based on # of Active Headcount as defined in the Additional Terms.

⁴Plus sales tax if applicable

See following pages for line item
breakdown of services

This Investment Summary ("Investment Summary" or "Order") is governed by the Paylocity Subscription Agreement found [here](#), together with the Service Specific Terms found [here](#), and any additional terms specified below. Any terms and conditions referenced on a Client purchase order shall not apply to this Investment Summary.

The Professional Services to be performed in connection with this Investment Summary are further described in the Statement of Work, made available [here](#) (for Implementation Services) and [here](#) (for Managed Implementation Services).

By signing below, Client agrees to the terms and conditions of this Investment Summary and the SA which shall be effective as of the date of Client's signature below ("Order Effective Date").

Paylocity Account Executive		Date
Signature	Signed by: F66CAB9ADD3945F...	21 July 2026 11:04 AM PDT

Client Authorization

Date

Signature

Name (Print)

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Group(s): 1

One-Time Fees	Qty	Rate	Price
HCM Bundle			\$66,623.00
Payroll Implementation	-	-	Included
General Ledger Implementation	-	-	Included
Time & Labor Implementation	-	-	Included
Ultima Timeclock Setup	1		\$750.00
Ultima Base Terminal	7	\$1,442.50	\$10,097.50
Ultima SILK ID Fingerprint Reader Side Module	7	\$620.00	\$4,340.00
Benefits Administration Implementation	-	-	Included
Carrier Benefits EDI/API Implementation	4	\$1,500.00	\$0.00
Human Resources Implementation	-	-	Included
Time Off Implementation	-	-	Included
Self-Service Portal Implementation	-	-	Included
Managed Implementation Services	-	-	Included
One-Time Total			\$81,810.50

**One-Time Setup Fees for the first 4 Carrier Benefit EDIs/APIs free at the time of Benefits Administration Implementation. Price reflects number of carriers over 4. Be advised that each carrier counts towards the four free. Additional carriers will incur a fee.*

Group(s): 1

Monthly Fees	# of Controls	Base	Qty	Rate	Monthly
Complete HCM Solution	1	\$225.35	380	\$38.00	\$14,665.35
Payroll					
• Payroll Processing	-	-	-	-	Included
• Expense Management	-	-	-	-	Included
• Unlimited Payroll Runs	-	-	-	-	Included
• Prorated & Retro Pay	-	-	-	-	Included
• New Hire Reporting	-	-	-	-	Included
• Direct Deposit	-	-	-	-	Included
• On Demand Payment	-	-	-	-	Included
• Check Printing Service	-	-	-	-	Included
• Tax Filing & Payments	-	-	-	-	Included
• General Ledger	-	-	-	-	Included
Benefits					
• Benefits Administration	-	-	-	-	Included
• Carrier Benefits EDI/API	-	-	4	-	Included
• Benefits Decision Support	-	-	-	-	Included
Human Resources					
• Human Resources Management	-	-	-	-	Included
• Workflows Process Automation	-	-	-	-	Included
• Centralized Document Library	-	-	-	-	Included
• State Compliance Form Library	-	-	-	-	Included
• Fillable Employee Forms	-	-	-	-	Included

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• Unlimited Custom Fields	-	-	-	-	Included
• Time Off Management	-	-	-	-	Included
• Employee Self-Service	-	-	-	-	Included
• Position Management	-	-	-	-	Included
• Org Chart & Directory	-	-	-	-	Included
• Skills & Certifications Management	-	-	-	-	Included
• ACA Tracking & Reporting	-	-	-	-	Included
• Compliance Management	-	-	-	-	Included
• Employment Verification	-	-	-	-	Included
• HR Edge	-	-	-	-	Included
• Unemployment Cost Management	-	-	-	-	Included
Talent					
• Recruiting	-	-	-	-	Included
• Onboarding	-	-	-	-	Included
• Learning Management	-	-	-	-	Included
• Safety Training Bundle	-	-	-	-	Included
• Performance Management	-	-	-	-	Included
• Compensation Management	-	-	-	-	Included
• Headcount Planning	-	-	-	-	Included
Employee Experience					
• Video	-	-	-	-	Included
• AI Assist	-	-	-	-	Included
• Community +	-	-	-	-	Included
• Recognition & Rewards	-	-	-	-	Included
• Employee Voice	-	-	-	-	Included
• Mobile App	-	-	-	-	Included
Insights & Reporting					
• Market Pay	-	-	-	-	Included
• Data Insights	-	-	-	-	Included
• Dynamic Reporting	-	-	-	-	Included
• Modern Workforce Index	-	-	-	-	Included
Integrations					
• API Access	-	-	-	-	Included
Customer Service					
• Dedicated Account Management	-	-	-	-	Included
• On Demand Training (PEAK)	-	-	-	-	Included
• Unlimited Product Training	-	-	-	-	Included
Time & Labor					
• Time & Attendance	-	-	-	-	Included
• Scheduling +	-	-	-	-	Included
• Time Collection	-	-	-	-	Included
• Ultima SILK I Fingerprint Reader Side Module - Timeclock Maintenance	-	7		\$10.30	\$72.10
• Ultima Base Terminal - Timeclock Maintenance	-	7		\$24.00	\$168.00
				Monthly Total	\$14,905.45

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*Timeclock monthly maintenance fees are waived for the first year

⁵There is no fee to the company for On Demand Payment; however, employees will be charged \$1.25 per transaction.

Annual Fees	Grp	# Ctrls	Base	Qty	Rate	Annual
W2 / 1099	1	1	\$50.00	380	\$7.00	\$2,710.00
1095 Forms	1	1	\$25.00	380	\$1.75	\$690.00
Annual Total						\$3,400.00

Usage-Based Fees - HCM Services	Base	Rate
Electronic Garnishments		\$1.90
Direct Agency Pay		\$3.05
Tax Registration		\$205.00
Delivery Next Day		\$22.00
Split Pack		\$6.00
Unemployment Cost Mgmt Hearing Fee		\$100.00
Cross-Border Expense Mgmt fee on payments with no foreign currency conversion		\$1.00
Cross-Border Expense Mgmt fee for payments with foreign currency conversion		\$2.50

The fees listed above are invoiced as incurred on per usage basis in accordance with the terms and conditions. Please note these fees are in addition to the ongoing fees stated in the Investment Summary section of the quote.

Additional Terms

The following additional terms and conditions apply to the Services described herein. Capitalized terms used herein and not otherwise defined have the meaning ascribed to such terms in the Paylocity Subscription Agreement.

1. Subscription Term

a) **Initial Subscription Term:** The Initial Subscription Term commences on Service Start Date and continues for a period of one year. "Service Start Date" means (i) to the extent the Order does not cover any spend management or payroll Services, the Order Effective Date; or (ii) to the extent the Order contains spend management Services and not payroll Services, the point in time that the Client's product instance has been completed and usage data is available; or (iii) to the extent the Order contains payroll Services, on the date of First Payroll Processing. "First Payroll Processing" means any use of Paylocity's Services by or on behalf of Client to administer payroll.

(b) **Renewal Term:** Upon conclusion of the Initial Subscription Term, the Services automatically renew for a period of one year, unless Client provides notice of non-renewal at least 60 days prior to the applicable renewal date.

2. Additional Pricing and Payment Terms

(a) Implementation Fees are non-cancellable and non-refundable as of the Order Effective Date.

(b) Implementation Fees will be billed in accordance with the following payment schedule: 50% upon Order Effective Date and 50% upon the First Payroll Processing.

(c) Paylocity reserves the right to update the price for the Services at any time after the Initial Subscription Term. Upon conclusion of the Initial Subscription Term, Paylocity may increase the Service Fees, provided that the maximum annual increase to the Service Fees shall not exceed an amount equal to 5% of the prior annual Service Fees payable for the same Services described herein.

(d) Client agrees to allow Paylocity to debit from its account(s) on due date any and all fees due to Paylocity under this Agreement.

(e) **Termination Fee:** (1) If the termination occurs prior to First Payroll Processing (or, if Client has not purchased payroll services, prior to Client's access to the Services), Client shall pay a termination fee in an amount equal to 3X the average monthly service fees payable per applicable Order (2) If the termination occurs after First Payroll Processing (or, if Client has not purchased payroll Services, after Client has first accessed the Services), Client shall pay a termination fee in an amount equal to 50% of the number of months remaining in the then-current term multiplied by the average monthly amount billed for the Services over the prior 12 month period immediately preceding the termination (or if less than twelve (12) months has elapsed, the monthly average amount billed to Client over the months the Agreement was in effect prior to the termination date.)

(f) Service Fees are based on the employee headcount as of the Order Effective Date, provided that the Client will be charged monthly for Service Fees based on the Client's (1) Active Employee Records that are not listed as a terminated status in the Employee Record within the Paylocity Services platform; or (2) number of Employee Records provisioned to use eligible Services. "Employee Record" means a unique employee identifier at each Client or Affiliate account, which includes all Authorized Users.

(g) Increases to the price for the Services per section 2(c) within the Additional Terms are subject to 60 day notice to the Client.

National Awards and Recognition





**Florida Department of Revenue
POWER OF ATTORNEY
and Declaration of Representative**

**MAST
DR-835
R. 10/11
TC**

Rule 12-6.0015
Florida Administrative Code
Effective 01/12

See Instructions for additional information.

PART I - POWER OF ATTORNEY

Section 1. Taxpayer Information. Taxpayer(s) must sign and date this form on Page 2, Part I, Section 8.

Taxpayer name(s) and address(es) City of Temple Terrace 11250 North 56th Street Temple Terrace, FL 33617	Federal ID no(s). (SSN*, FEIN, etc.) 59-6000439 Contact person Carlos Baia	Florida Tax Registration Number(s) (Business Part. No., Sales Tax No., R.T. Acct No., etc.) 9975811 Telephone number 8137352520 Fax number
---	---	---

The Taxpayer(s) hereby appoint(s) the following representative(s) as attorney(s)-in-fact:

Section 2. Representative(s). Each representative must be listed individually, and must sign and date this form on Page 2, Part II.

Name and address (include name of firm if applicable) Sean Miller Paylocity Corporation 1400 American Lane Schaumburg, IL 60173 E-mail address: taxfiling@paylocity.com	Telephone number (847) -956-4850 Fax number (847) -873-8209 Cell phone number
Name and address (include name of firm if applicable) E-mail address:	Telephone number Fax number Cell phone number
Name and address (include name of firm if applicable) E-mail address:	Telephone number Fax number Cell phone number

To represent the taxpayer(s) before the Florida Department of Revenue in the following tax matters:

Section 3. Tax Matters. Do not complete this section if completing Section 4.

Type of Tax (Corporate, Sales, Reemployment, formerly Unemployment, etc.)	Year(s) / Period(s)	Tax Matter(s) (Tax Audits, Protests, Refunds, etc.)
Reemployment		

Section 4. To Appoint a Reemployment Tax (formerly Unemployment Tax) Agent Only. Do not complete Sections 3 and 6 if completing Section 4.

By completing this section, an employer (taxpayer) appoints a representative to act as its Florida reemployment tax agent before the Florida Department of Revenue on a continuing basis and to receive confidential information with respect to mailings, filings, and other tax matters related to the Florida reemployment assistance program law. All other sections of this form (except Sections 3 and 6) must also be completed. **Do not complete Section 4 unless you wish to appoint a reemployment tax agent on a continuing basis.**

Agent name	Agent number (required)
Firm name	Federal I.D. No. (required)
Address (if different from above)	Telephone number

Mail Type: See Instructions for explanations. Check one box only. ☐ (Primary) ☐ 1 (Reporting) ☐ 2 (Rate) ☐ 3 (Claim)

Section 5. Acts Authorized.

The representative(s) are authorized to receive and inspect confidential tax information and to perform any and all acts that I (we) can perform with respect to the tax matters described in Section 3 and Section 4 (for example, the authority to sign any agreements, consents, or other documents). Except as otherwise provided, the authority specifically includes the power to execute waivers of restrictions on assessment or collection of deficiencies in tax, to execute consents extending the statutory period for assessment or claims for refund of taxes, and to execute closing agreements under section 213.21, Florida Statutes. This authority does not include the power to endorse or cash warrants, or the power to sign certain returns.

If you want to authorize a representative named in Section 2 to receive (but not to endorse or cash) refund warrants, write the name of the representative on this line and check the box

☐



Florida Tax Registration Number:
Federal Identification Number:

9975811
59-6000439

Taxpayer Name(s): City of Temple Terrace

•

Taxpayer(s) must complete Page 1 of this Power of Attorney or it will not be processed.

Section 6. Notices and Communication. Do not complete Section 6 if completing Section 4.

- Notices and other written communications will be sent to the first representative listed in Part I, Section 2, unless the taxpayer selects one of the options below. Receipt by either the representative or the taxpayer will be considered receipt by both.
 - a. If you want notices and communications sent to both you and your representative, check this box ☐
 - b. If you want notices or communications sent to you and not your representative, check this box ☐

Certain computer-generated notices and other written communications cannot be issued in duplicate due to current system constraints. Therefore, we will send these communications to only the taxpayer at his or her tax registration address.

Section 7. Retention / Nonrevocation of Prior Power(s) of Attorney.

The filing of this Power of Attorney will not revoke earlier Power(s) of Attorney on file with the Florida Department of Revenue, even for the same tax matters and years or periods covered by this document. If you want to revoke a prior Power of Attorney, check this box ☐

You must attach a copy of any Power of Attorney you wish to revoke.

Section 8.

Signature of Taxpayer(s).

If a tax matter concerns a joint return, **both** husband and wife must sign if joint representation is requested. If signed by a corporate officer, partner, member/managing member, guardian, tax matters partner/person, executor, receiver, administrator, trustee, or fiduciary on behalf of the taxpayer, I declare under penalties of perjury that I have the authority to execute this form on behalf of the taxpayer.

Under penalties of perjury, I (we) declare that I (we) have read the foregoing document, and the facts stated in it are true.

If this Power of Attorney is not signed and dated, it will be returned.

Signature	Date	Title (if applicable)
Print name		
Signature	Date	Title (if applicable)
Print name		

PART II - DECLARATION OF REPRESENTATIVE

Under penalties of perjury, I declare that:

- I am familiar with the mandatory standards of conduct governing representation before the Department of Revenue, including Rules 12-6.006 and 28-106.107 of the Florida Administrative Code, as amended.
- I am familiar with the law and facts related to this matter and am qualified to represent the taxpayer(s) in this matter.
- I am authorized to represent the taxpayer(s) identified in Part I for the tax matter(s) specified therein, and to receive and inspect confidential taxpayer information.
- I am one of the following:
 - Attorney - a member in good standing of the bar of the highest court of the jurisdiction shown below.
 - Certified Public Accountant - duly qualified to practice as a certified public accountant in the jurisdiction shown below.
 - Enrolled Agent - enrolled as an agent pursuant to the requirements of Treasury Department Circular Number 230.
 - Former Department of Revenue Employee. As a representative, I cannot accept representation in a matter upon which I had direct involvement while I was a public employee.
 - Reemployment Tax Agent authorized in Section 4 of this form.
 - Other Qualified Representative.
- I have read the foregoing Declaration of Representative and the facts stated in it are true.

If this Declaration of Representative is not signed and dated, it will not be processed.

Designation - Insert Letter from Above (a -f)	Jurisdiction (State) and Enrollment Card No. (if any)	Signature	Date
C	36-4227403		21 July 2026 11:04 AM PDT

Reporting Agent Authorization

Go to www.irs.gov/Form8655 for instructions and the latest information.

OMB No. 1545-1058

Taxpayer

1a Name of taxpayer (as distinguished from trade name) City of Temple Terrace		2 Employer identification number (EIN) 59-6000439
1b Trade name, if any		4 If you are a seasonal employer, check here ☐
3 Address (number, street, and room or suite no.) 11250 North 56th Street City or town, state, and ZIP code Temple Terrace, FL, 33617		5 Other identification number (optional)
6 Contact person Carlos Baia	7 Daytime telephone number 813-506-6400	8 Fax number

Reporting Agent

9 Name (enter company name or name of business) Paylocity Corporation		10 Employer identification number (EIN) 36-4227403
11 Address (number, street, and room or suite no.) 1400 American Lane City or town, state, and ZIP code Schaumburg IL 60173		
12 Contact person Carl Gigliotta	13 Daytime telephone number (224) 857-5989	14 Fax number (847) 873-8209

Authorization of Reporting Agent To Sign and File Returns (Caution: See Authorization Agreement.)

- 15** Indicate the tax return(s) to be signed and filed. For quarterly returns, use "YYYY/MM" format. "MM" is the last month of the quarter for which the authorization begins (for example, "2024/09" for third quarter of 2024). For annual returns, use "YYYY" format to indicate the year for which the authorization begins.

940	<u>2026</u>	941	<u>2026/12</u>	943	<u> </u>	944	<u> </u>
945	<u> </u>	1042	<u> </u>	CT-1	<u> </u>		

Authorization of Reporting Agent To Make Deposits and Payments (Caution: See Authorization Agreement.)

- 16** Indicate the tax return(s) for which the reporting agent is authorized to make deposits or payments. Use the "YYYY/MM" format to enter the month in which the authorization begins (for example, "2024/08" for August 2024).

720	<u> </u>	940	<u>2026</u>	941	<u>2026/12</u>	943	<u> </u>	944	<u> </u>	945	<u> </u>
990-PF	<u> </u>	990-T	<u> </u>	1041	<u> </u>	1042	<u> </u>	1120	<u> </u>	CT-1	<u> </u>

Duplicate Notices to Reporting Agents

- 17** Check here to request the IRS to issue to the reporting agent duplicate copies of notices and correspondence regarding returns filed and deposits or payments made by the reporting agent ☐

Disclosure Authorization for Forms Series W-2, 1099, and/or 3921/3922

- 18a** The reporting agent is authorized to receive otherwise confidential taxpayer information from the IRS to assist in responding to certain IRS notices relating to the Form W-2 series information returns. This authority is effective for calendar year forms beginning 2026.
- b** The reporting agent is authorized to receive otherwise confidential taxpayer information from the IRS to assist in responding to certain IRS notices relating to the Form 1099 series information returns. This authority is effective for calendar year forms beginning .
- c** The reporting agent is authorized to receive otherwise confidential taxpayer information from the IRS to assist in responding to certain IRS notices relating to the Forms 3921 and 3922. This authority is effective for calendar year forms beginning .

State or Local Authorization (Caution: See Authorization Agreement.)

- 19** Check here to authorize the reporting agent to sign and file state or local returns related to the authorization granted on line 15 and/or line 16 ☒

Authorization Agreement

I understand that this agreement does not relieve me, as the taxpayer, of the responsibility to ensure that all tax returns are filed and that all deposits and payments are made and that I may enroll in the Electronic Federal Tax Payment System (EFTPS) to view deposits and payments made on my behalf. If line 15 is completed, the reporting agent named above is authorized to sign and file the return indicated, beginning with the quarter or year indicated. If any starting dates on line 16 are completed, the reporting agent named above is authorized to make deposits and payments beginning with the period indicated. Any authorization granted remains in effect until it is terminated or revoked by the taxpayer or reporting agent. I am authorizing the IRS to disclose otherwise confidential tax information to the reporting agent relating to the authority granted on line 15 and/or line 16, including disclosures required to process Form 8655. Disclosure authority is effective upon signature of taxpayer and IRS receipt of Form 8655. The authority granted on Form 8655 will not revoke any Power of Attorney (Form 2848) or Tax Information Authorization (Form 8821) in effect.

I certify I have the authority to execute this form and authorize disclosure of otherwise confidential information on behalf of the taxpayer.

Sign Here

Signature of taxpayer

Title

Date

Proposal Evaluation Summary

Rankings & Pricing

Phase 1: Vendor RFP Submission Evaluation

Score & Cost Comparison

Ranking	Proposer	Score	Implementation Cost	Year 1 Cost	Total
1	Paylocity	3.18	\$23,974.70	\$230,510.45	\$254,485.15
2	Dayforce	3.17	\$672,400.00	\$48,840.58	\$721,240.58
3	Vertosoft	3.16	\$75,500.00	\$128,757.60	\$204,257.60
4	The Groove	2.81	\$589,803.00	\$177,466.00	\$767,269.00

Did Not Qualify (DNQ)

- ADP
- Concourse
- PDS
- Peopleguru

Demonstration Results

Results based on top three Proposers from RFP Submission

Phase 2: Final Evaluation based on Demonstrations from Proposers

Weighted Average Comparison

	Paylocity	Vertosoft	Dayforce
Weighted Average (out of 62 total points)	58.49	54.32	54.65
Final Score	94.33%	87.62%	88.15%

Item Cover Page

City Council Item Report

Date: August 4, 2026

From: Jack Shanks, Code Compliance Director

Item Type: Ordinance

Subject: Public Hearing and Second Reading of Ordinance 1597 Amending Section 1-103 (Definitions), Section 1-104 (Enforcement Procedures) and 1-105 (Schedule of Violations and Penalties)

Presenter: Jack Shanks, Code Compliance Director

Recommendation:

Based on new compliance measures needed to appropriately enforce the Short-Term Rental Program as well as a need for updated supplemental enforcement tools to enforce certain common violations that are readily repeatable, it is recommended that City Council approve an ordinance amending Section 1-103 adding the definition of "Itinerant or transient in nature," Section 1-104 updating verbiage to include violations of an itinerant or transient nature and creating Subsection (l) for identifying specific code section requiring additional notice prior to citation, and Section 1-105 updating Subsection (b) to include additional violations eligible for citations, and establishing Class IV violations and authorizing the issuance of citations for these violations on second reading on August 4, 2026.

Discussion:

Originally heard on first reading at the May 5, 2026 Council Meeting, questions from Council spurred a review of the proposed amendment. Specifically, feedback during the council meeting revolved around violations for overgrown grass and the duty to keep premises clean. It was suggested that there should be more time allotted for these types of violations. Upon review following the council meeting, we identified a total of five proposed ordinance sections that would be better enforced with an extended compliance period. Council also requested a breakdown of the number and types of violations presented to the Municipal Code Enforcement Board in the previous year. Due to the substantive changes made, the ordinance was brought back to first reading for the Council's consideration at the July 7, 2026 Council Meeting.

This ordinance amends the City of Temple Terrace Code of Ordinances to expand the City's civil citation program by providing verbiage defining the phrase "Itinerant or transient in nature" as it pertains to certain violations, adding additional violations to be eligible for citations, identifying violations that will carry an extended compliance

timeframe prior to first citation, and establishing a Class IV violation category within the existing Schedule of Violations and Penalties. The goal of this amendment is to improve and encourage compliance with existing regulations, enhance enforcement efficiency, and support the preservation of neighborhood character and quality of life. While the City's current Code of Ordinances includes regulations addressing yard parking, recreational vehicles, trailers, commercial vehicles, outdoor storage, inoperable vehicles, and certain impacts associated with short-term rentals, many of these violations are easily repeatable and can be difficult to resolve through existing enforcement processes alone. The current framework often requires extended notice and compliance periods, which may not effectively deter recurring violations or achieve consistent, long-term compliance.

This amendment provides an additional enforcement mechanism by allowing designated violations to be addressed through civil citation. The intent is not to create new regulations, but rather to strengthen the City's ability to enforce provisions that are already in place. By enabling more immediate enforcement action when appropriate, the City can more effectively address these specific violations, reduce prolonged enforcement cases, and promote equitable, city-wide compliance. The proposed fine structure retains a graduated approach. For the proposed Class IV violations, this includes a \$250 fine for a first offense and \$500 for second and subsequent offenses of the same violation. For local reference, the City of Tampa utilizes a Class III violation with a first offense of \$300 and a second or subsequent offense of \$450. These are for violations including unauthorized burning or burying of garbage, littering, street or sidewalk obstruction, allowing a dangerous tree, untrimmed tree branches over sidewalks or streets, and several others. Tampa's Class IV violations are set at \$450 and include illegal rental, underage house parties, nuisance structures, accumulation of trash, debris, and garbage, and others. Select code sections are now identified that will include an extended notification period to allow for additional time prior to citation. A process for the issuance of a Courtesy Notice followed by a Notice of Violation and a subsequent Final Notice of Violation prior to citation has been put in place for these code section violations.

The selected fine amounts are intended to ensure that citations serve as a meaningful deterrent to both initial and repeat violations. In 2025, 896 parking-related cases were generated, representing the largest single category of violations, followed by 639 cases involving grass and yard maintenance. The most frequent resident complaints involve yard parking, overgrown grass/weeds/underbrush, and the storage of RVs, boats, and trailers with some properties reaching compliance quickly then returning to a noncompliant pattern. This graduated fine structure is designed to promote prompt initial compliance while appropriately addressing repeat violations, reinforcing the City's emphasis on voluntary compliance rather than punitive enforcement.

Except in cases involving an immediate life/safety concern, violators will first receive a Courtesy Notice accompanied by an attempt at direct communication to explain the violation and provide a reasonable timeframe for correction. Staff will also make reasonable efforts to identify any barriers to compliance, such as age, financial

limitations, or health conditions, and provide guidance or resources where appropriate.

The Courtesy Notice will clearly outline the escalation process and associated fine amounts to encourage prompt correction and avoid future citations. If compliance is not achieved following the Courtesy Notice and communication attempt, an initial citation will be issued, with additional outreach efforts made to facilitate compliance. Continued noncompliance will result in a second citation and any subsequent enforcement actions as necessary. The overarching goal of this process is to achieve compliance without the need for citation issuance.

This ordinance provides:

The definition of the phrase, "Itinerant or transient in nature;"

New verbiage to an existing subsection that will include violations that are itinerant or transient;

Additional violations added to the table of code sections eligible for citations;

An additional classification of violations (Class IV) within the existing civil citation framework;

Expanded eligibility for civil citation enforcement for specific, repeatable code violations;

A more efficient and timely method for addressing violations that impact residential neighborhoods;

A graduated fine structure intended to promote sustained compliance;

Consistent and equitable enforcement tools for use across the City.

Resolution/Ordinance Information:

AN ORDINANCE OF THE CITY COUNCIL OF TEMPLE TERRACE, FL, AMENDING THE CITY OF TEMPLE TERRACE CODE OF ORDINANCES, CHAPTER 1, GENERAL PROVISIONS, ARTICLE II, CODE ENFORCEMENT, DIVISION 3, SUPPLEMENTAL ENFORCEMENT PROCEDURES BY AMENDING SECTION 1-103, BY AMENDING SECTION 1-104(d), BY CREATING SECTION 1-104(l), BY AMENDING SECTION 1-105(b), AND BY CREATING SECTION 1-105(d); PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCLUSION IN THE TEMPLE TERRACE CODE OF ORDINANCES; PROVIDING AN EFFECTIVE DATE.

Appropriation Code:

Requirements:

Ordinance

Cost:

Attachments:

1. Ordinance 1597 Amending Supplemental Code Enforcement v2
2. Business Impact Estimate

ORDINANCE 1597

AN ORDINANCE OF THE CITY COUNCIL OF TEMPLE TERRACE, FL, AMENDING THE CITY OF TEMPLE TERRACE CODE OF ORDINANCES, CHAPTER 1, GENERAL PROVISIONS, ARTICLE II, CODE ENFORCEMENT, DIVISION 3, SUPPLEMENTAL ENFORCEMENT PROCEDURES BY AMENDING SECTION 1-103, BY AMENDING SECTION 1-104(d), BY CREATING SECTION 1-104(l), BY AMENDING SECTION 1-105(b), AND BY CREATING SECTION 1-105(d); PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCLUSION IN THE TEMPLE TERRACE CODE OF ORDINANCES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 1-103 of the Temple Terrace Code provides definitions for words, terms and phrases found in Division 3 and the City seeks to add a definition for verbiage being updated in the Division; and

WHEREAS, Section 1-104 of the Temple Terrace Code authorizes code enforcement officers to issue citations when that officer has reasonable cause to believe that a person has committed a violation of a duly enacted city code or ordinance; and

WHEREAS, the City seeks to amend and update the provisions of Chapter 1, Article II, Division 3, Section 1-104 of the Temple Terrace Code of Ordinances, titled "Enforcement Procedures," by updating verbiage in subsection (d) to include violations of itinerant or transient nature; and

WHEREAS, the issuance of civil citations is limited to those code provisions specifically identified and categorized into violation classes within Section 1-105 of the Temple Terrace Code of Ordinances; and

WHEREAS, the City seeks to amend and update the provisions of Chapter 1, Article II, Division 3, Section 1-105, titled "Schedule of Violations and Penalties," by updating subsection (b) to include additional Class II violations and adding a new subsection (d) establishing Class IV violations; and

WHEREAS, the intent of this amendment is to provide additional enforcement tools to immediately address certain code violations, including but not limited to yard parking, recreational vehicles, boats, commercial and non-commercial trailers, commercial vehicles, outdoor storage of materials and appliances, inoperable vehicles, and parking and assembly violations; and

WHEREAS, the codes being added addresses violations that are readily repeatable and, under existing enforcement mechanisms, do not adequately incentivize continued compliance by violators; and

WHEREAS, the City Council finds that the addition of code violations eligible for citations and the establishment of Class IV violations and associated fine amounts is reasonable, proportional, and consistent with the severity and repetitive nature of the violations addressed herein; and

WHEREAS, the use of civil citation enforcement for these violations promotes efficient and timely compliance while conserving administrative and enforcement resources; and

WHEREAS, the creation of Class IV violations is consistent with the City's existing code compliance framework and graduated enforcement approach; and

WHEREAS, these regulations are deemed necessary by the City Council of Temple Terrace to preserve property values and to protect the health, safety, and general welfare of permanent residents, property owners, investors and transient occupants and visitors alike; and

WHEREAS, this ordinance is being promulgated by the City Council of Temple Terrace to supplement, but not replace, any existing federal or state law or regulation, or other controls within established residential neighborhoods served by a homeowners' association; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of Temple Terrace, Florida in a regular meeting duly assembled this 4th day of August, 2026, that:

SECTION 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are incorporated herein and made a specific part of this Ordinance upon adoption hereof.

SECTION 2. Chapter 1, General Provisions, Article II, Code Enforcement, Division 3, Supplemental Enforcement Procedures, Section 1-103, of the Temple Terrace Code is hereby amended as follows (additions are indicated in red underline and deletions shown by strikethrough):

Irreparable or irreversible violation shall mean a violation that causes harm, damage, injury or change that is incapable of correction, repair or return to an original condition.

Itinerant or transient in nature means temporary, mobile, or impermanent infractions or activities that can move locations, exist for a short duration, or are capable of being remedied and then repeated on the same day.

Person means any natural person, corporation, firm, partnership, association or other legal entity or person recognized or allowed to do business under state law.

SECTION 3. Chapter 1, General Provisions, Article II, Code Enforcement, Division 3, Supplemental Enforcement Procedures, Section 1-104, Subsection (d) of the Temple Terrace Code is hereby amended as follows (additions are indicated in red underline and deletions shown by strikethrough):

(d) If, however, a code enforcement officer has reason to believe that the violation is:

1. a repeat violation, ~~or~~
2. presents a serious threat to the public health, safety, or welfare, ~~or if the violation~~
3. is irreparable or irreversible, or
4. is itinerant or transient in nature,

a code enforcement officer does not have to provide the person with a reasonable time period to correct the violation prior to issuing a citation and may immediately issue that citation.

SECTION 4. Chapter 1, General Provisions, Article II, Code Enforcement, Division 3, Supplemental Enforcement Procedures, Section 1-104, Subsection (l) of the Temple Terrace Code is hereby created as follows:

(l) Code sections/descriptions annotated with an asterisk (*) in the Schedule of Violations of Section 1-105 shall require the issuance of a Notice of Violation and a Final Notice of Violation prior to the issuance of the first offense citation.

SECTION 5. Chapter 1, General Provisions, Article II, Code Enforcement, Division 3, Supplemental Enforcement Procedures, Section 1-105, Subsection (b) of the Temple Terrace Code is hereby amended as follows:

(b) Violations of the following sections of the city Code of Ordinances are considered Class II violations and will carry a fine of:

For a first offense, \$75.00.

For a second offense, \$150.00.

For a third or subsequent offense, \$300.00.

<i>City Code Section</i>	
<u>10-3</u>	<u>*Weeds, grass, underbrush</u>
<u>10-34</u>	<u>*Duty to keep premises clean</u>
<u>10-35</u>	<u>*Occupants and owners of abutting property to keep right-of-way clean and sanitary</u>
<u>12-900</u>	<u>Fencing or safety barrier (pool)</u>

14-224	Hawking, peddling, soliciting and canvassing prohibited without license
14-225	Solicitation in public rights-of-way prohibited
16-3	Public buildings; injury, deface, etc.
16-7	Excessive noise control

SECTION 6. Chapter 1, General Provisions, Article II, Code Enforcement, Division 3, Supplemental Enforcement Procedures, Section 1-105, Subsection (d) of the Temple Terrace Code is hereby created as follows:

(d) Violations of the following sections of the city Code of Ordinances are considered Class IV violations and will carry a fine of:

For a first offense, \$250.00.

For a second or subsequent offense, \$500.00.

<u>City Code Section</u>	
<u>8-140(h)(4)</u>	<u>Short-Term Rental - Parking</u>
<u>8-140(h)(7)</u>	<u>Short-Term Rental - Assembly uses</u>
<u>12-859</u>	<u>*Recreational vehicles, boats, and trailers in residential zoning districts</u>
<u>12-860</u>	<u>*Material and equipment storage in residential zoning districts; outdoor storage of home appliances and inoperative vehicles</u>
<u>12-921(b)</u>	<u>Yard parking</u>
<u>12-922</u>	<u>Commercial vehicle and trailer restrictions</u>
<u>22-161</u>	<u>Mandatory water use restrictions</u>

SECTION 7. Severability. If any section, subsection, sentence, clause, phrase, or provision of this Ordinance is for any reason found invalid or unconstitutional by any Court of competent jurisdiction, such finding shall not be construed to render the remaining provisions of this Ordinance invalid or unconstitutional.

SECTION 8. Conflicts. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 9. Inclusion in Code. The provisions of this Ordinance shall be included and incorporated in the City of Temple Terrace Code of Ordinances, as an amendment thereto, and

will be appropriately renumbered to conform to the uniform numbering system of the Temple Terrace Code of Ordinances.

SECTION 10. Effective Date. This ordinance shall become effective upon adoption and codified within the City's Code of Ordinances.

Passed and adopted by the City Council of the City of Temple Terrace this 4th day of August, 2026.

(Corporate Seal)



X

Andrew Ross,
Mayor
Chair of the City Council

Attest:

X

Lynda Sader
City Clerk

Approved As To Form & Content:

X

Ernest Mueller
City Attorney

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

Amendment to Section 1-103 adding a definition, Section 1-104 of Chapter 1, Article II, Division 3 updating subsection (b) and creating subsection (l) and Section 1-105 updating subsection (b) and creating subsection (d).

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Temple Terrace is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City of Temple Terrace is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Temple Terrace hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The proposed ordinance amendment modifies Chapter 1, Article II, Division 3, Sections 1-103, 1-104 and 1-105 of the Temple Terrace Code of Ordinances adds a definition, updates verbiage, updates a table that allows for the issuance of citations, and establishes a new category of civil violations, designated as Class IV violations, and includes additional code sections that may be enforced through civil citation. The amendment establishes a fine schedule of \$250 for a first offense and \$500 for second and subsequent offenses for the specified violations related primarily to parking, outdoor storage, and vehicle and equipment placement within residential zoning districts.

The public purpose of this ordinance is to promote and protect the public health, safety, welfare, and aesthetics of residential neighborhoods by improving compliance with existing parking and property maintenance regulations. By allowing these violations to be addressed through civil citation rather than more resource-intensive and prolonged enforcement mechanisms, the amendment enhances consistency, fairness, and efficiency in code enforcement while encouraging voluntary compliance and neighborhood standards that support property values and quality of life.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Temple Terrace, if any:

The proposed amendment is not expected to have a direct economic impact on private, for-profit businesses operating within the City of Temple Terrace. The violations addressed by this amendment primarily affect residential property conditions and vehicle parking and storage in residential zoning districts. The ordinance does not impose new operational requirements, licensing obligations, or fees on businesses.

Any potential financial impact would be limited to situations where a business entity owns or occupies property within a residential zoning district and fails to comply with existing code requirements, in which case fines would only apply upon noncompliance. The amendment does not create new substantive regulations, but rather provides an additional enforcement mechanism for existing standards.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

The City estimates that few, if any, private, for-profit businesses will be directly impacted by the proposed amendment. The majority of properties subject to the identified code sections are residential in nature. While it is possible that a limited number of businesses operating from or owning property within residential zoning districts could be subject to enforcement, such instances are expected to be infrequent and incidental.

4. Additional information the governing body deems useful (if any):

Item Cover Page

City Council Item Report

Date: August 4, 2026

From: Jeannie Barlow, Senior Executive Assistant

Item Type: Ordinance

Subject: Public Hearing and Second Reading of Ordinance 1598 Creating Code Chapter 20 Article IV School Speed Zone Enforcement Program

Presenter: Deputy City Attorney Nicole Donnell and Police Captain Jason Malave

Recommendation:

It is recommended that Council adopt the ordinance on second reading.

Discussion:

This ordinance establishes a School Speed Zone Enforcement Program in accordance with Florida State Statutes, and creates a new article within Chapter 20 of the City Code authorizing the use of automated speed detection systems in designated school zones. The authority to use automated school zone speed detection systems was created by the 2023 Florida School Zone Speed Detection Law, which became law in 2023 and is codified primarily in Section 316.1895, Florida Statutes and Section 316.1896, Florida Statutes.

The ordinance designates five school zones as heightened safety risk areas based on traffic data and public hearing findings: Greco Middle School, Woodmont Charter School, Temple Terrace Elementary School, Lewis Elementary School, and Riverhills Elementary Magnet School. Implementation will occur in phases, beginning with Greco Middle School and Lewis Elementary School.

The ordinance authorizes the City Manager or designee to administer the program, conduct the required public awareness campaign, install required signage, designate Local Hearing Officers to hear contested violations, and ensure compliance with all applicable state reporting requirements. Civil penalties, hearing procedures, and fine distribution will be administered in accordance with Florida law.

The purpose of the ordinance is to enhance public safety by reducing speeding in school zones and providing an additional enforcement tool to improve the safety of students, pedestrians, and motorists.

Resolution/Ordinance Information:

AN ORDINANCE OF THE CITY COUNCIL OF TEMPLE TERRACE, FL, CREATING THE CITY OF TEMPLE TERRACE CODE OF ORDINANCES CHAPTER 20, ARTICLE IV TITLED "SCHOOL SPEED ZONE ENFORCEMENT PROGRAM AND SPEED DETECTION SYSTEMS"; PROVIDING FOR USE OF SPEED DETECTION SYSTEMS IN ACCORDANCE WITH STATE LAW; PROVIDING FOR DEFINITIONS; PROVIDING FOR USE OF LOCAL HEARING OFFICER; PROVIDING FOR THE DESIGNATION OF SCHOOL SPEED DETECTION ZONE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS WITH STATE LAW; PROVIDING FOR CODIFICATION; DIRECTING THAT THE ORDINANCE BE FILED WITH THE DEPARTMENT OF STATE; PROVIDING FOR CORRECTION OF SCRIVENER'S ERROR; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.

Appropriation Code:

Requirements:

Ordinance

Cost:

Attachments:

1. Ordinance 1598- School Speed Zone Enforcement Program v2
2. Traffic Study Temple Terrace
3. Business Impact Estimate

ORDINANCE 1598

AN ORDINANCE OF THE CITY COUNCIL OF TEMPLE TERRACE, FL, CREATING THE CITY OF TEMPLE TERRACE CODE OF ORDINANCES CHAPTER 20, ARTICLE IV TITLED “SCHOOL SPEED ZONE ENFORCEMENT PROGRAM AND SPEED DETECTION SYSTEMS”; PROVIDING FOR USE OF SPEED DETECTION SYSTEMS IN ACCORDANCE WITH STATE LAW; PROVIDING FOR DEFINITIONS; PROVIDING FOR USE OF LOCAL HEARING OFFICER; PROVIDING FOR THE DESIGNATION OF SCHOOL SPEED DETECTION ZONE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS WITH STATE LAW; PROVIDING FOR CODIFICATION; DIRECTING THAT THE ORDINANCE BE FILED WITH THE DEPARTMENT OF STATE; PROVIDING FOR CORRECTION OF SCRIVENER’S ERROR; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.

Whereas, Section 316.1895, Florida Statutes, authorizes the use of Speed Detection Systems (“SDS”) to enforce speed limits in school zones during specified hours surrounding the school day; and

Whereas, Article VIII of the Florida Constitution authorizes the City of Temple Terrace to enact ordinances to protect the health, safety, and welfare of the City’s citizens; and

Whereas, speeding in designated school zones presents a threat to the health and safety of the public, and in particular, all school aged children who attend schools in the City; and

Whereas, Section 316.1895, Florida Statutes, authorizes the City to place or install, or contract with one or more vendors to place or install, SDS and carry out services in accordance with Chapter 316 and certain technical specifications established by the Florida Department of Transportation; and

Whereas, Section 316.1895, Florida Statutes, provides that the City may issue notices of violation and may authorize a law enforcement officer or traffic infraction enforcement officer to issue uniform traffic citations for violations of sections 316.1895 and 316.183, Florida Statutes, that are captured by SDS during specified time periods and further provides for notice to the registered owner of the subject vehicle, hearing procedures, appellate remedies, and the assessment and remittance of civil penalties; and

Whereas, Section 316.1895, Florida Statutes, requires cities that elect to operate a school speed zone detection program to implement a public awareness campaign at least 30 days before commencing with enforcement of violations and to annually report information about the

program to both the public and the Florida Department of Highway Safety and Motor Vehicles; and

Whereas, Section 316.1895, Florida Statutes, restricts the location and use of SDS to those school zones that the City determines constitutes a heightened safety risk warranting additional enforcement measures based on data or other evidence presented at a public hearing; and

Whereas, consistent with Section 316.008(9) Florida Statutes, the City Council, at a public hearing, considered traffic data and other evidence supporting the placement, installation and operation of each proposed school zone SDS and the City Council determined that five (5) school zones within the City constitute a heightened safety risk that warrants additional enforcement measures including placement, installation and operation of SDS at such school zones.

Whereas, based on the traffic data and evidence provided, SDS will be used in school zones located on Gillette Ave. (Greco Middle School), Serena Dr. (Woodmont Charter School), Ridgedale Rd. (Temple Terrace Elementary School), E. Whiteway Dr. (Lewis Elementary School), and S. Riverhills Dr. (Riverhills Elementary Magnet School); and

Whereas, the City will phase-in the implementation of SDS beginning with Greco Middle School and Lewis Elementary School followed by the remaining schools of Woodmont Charter School, Temple Terrace Elementary School, and Riverhills Elementary Magnet School; and

Whereas, The City Manager, or designee, shall post signage and conduct a public awareness campaign regarding the placement or installation of speed detection systems consistent with applicable requirements of Chapter 316, Florida Statutes, all applicable regulations of the Florida Department of Transportation (“FDOT”), the Florida Department of Highway Safety and Motor Vehicles (“FLHSMV”), and the terms of any agreement that may be entered into between the City and its vendor(s).

Whereas, section 316.1896, Florida Statutes, provides that the City designate a Local Hearing Officer to conduct hearings for SDS violations and that the Local Hearing Officer be a member in good standing of the Florida Bar; and

Whereas, The City Manager, or designee, with the assistance of the City’s vendor(s), will comply with the reporting requirements set forth in Section 316.0776 and 3106.1896, Florida Statutes, as they may be amended.

Whereas, in consideration of the traffic data and evidence provided which supports the installation and operation of each proposed school zone SDS due to heightened safety risks, the City desires to implement an automated SDS program in each of the school zones in order to

reduce speeding and benefit public safety pursuant to Section 316.1895, Florida Statutes, and applicable law.

NOW, THEREFORE BE IT ORDAINED BY THE CITY OF TEMPLE TERRACE CITY COUNCIL OF HILLSBOROUGH COUNTY, FLORIDA:

Section 1. The foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are incorporated herein and made a specific part of this Ordinance upon adoption hereof.

Section 2. Chapter 20 Article IV. of the Code of Ordinances titled “SCHOOL SPEED ZONE ENFORCEMENT PROGRAM AND SPEED DETECTION SYSTEMS” is hereby created to read as follows:

ARTICLE IV. - SCHOOL SPEED ZONE ENFORCEMENT PROGRAM AND SPEED DETECTION SYSTEMS

Section 20-68. – Purpose and Intent.

The purpose of this Section is to:

- (a) protect the health, safety, and welfare of the citizens and visitors of the City of Temple Terrace by authorizing the placement or installation and use of speed detection systems on roadways within the jurisdiction of the City, and;
- (b) Promote compliance with speed limits in school zones, as authorized by and in accordance with Chapter 316, Florida Statutes, as may be amended from time to time.
- (c) Provide a supplemental means of enforcing unlawful violations in school zones and shall not prohibit a law enforcement officer from issuing a uniform traffic citation for a traffic violation in accordance with F.S. Ch. 316.

Section 20-69. – Definitions

- (a) Hearing Procedure means the procedures set forth in a corresponding City of Temple Terrace resolution governing noticing, scheduling, and conducting hearings before a local hearing officer.
- (b) Local Hearing Officer means the person designated by the City to conduct hearings related to a Notice of Violation issued pursuant

to section 316.1896(1), Florida Statutes. The City may use a Special Magistrate and/or an attorney in good standing with The Florida Bar, who meets the qualifications set forth by the City Council, and is appointed by the City Council to serve as a Local Hearing Officer.

- (c) Notice of Violation means the written notification sent to the registered owner of a vehicle after a school zone speed infraction by that vehicle has been captured by a Speed Detection System and thereafter reviewed and approved by a law enforcement officer or traffic infraction enforcement officer
- (d) School Zone means that portion of a street or highway established as a school zone pursuant to Section 316.1895, F.S.
- (e) Speed Detection System means a portable or fixed automated system used to detect a motor vehicle's speed using radar or LiDAR and to capture a photograph or video of the rear of a motor vehicle that exceeds the speed limit in force at the time of the violation. This term is synonymous with the term "Speed Detection System" defined in Section 316.003(84), F.S.
- (f) Traffic Infraction Enforcement Officer means an officer authorized to issue a uniform traffic citation for violations of 316.1895 and 316.183, Florida Statutes.
- (g) Uniform Traffic Citation means the citation issued to the registered owner of a vehicle for a school zone speed infraction, in the form and including the contents prescribed by Sections 316.1896 and 316.650, Florida Statutes.

Section 20-70. Program Administration.

- (a) The City Manager, or designee, is hereby authorized to implement speed detection systems within the jurisdictional boundaries of the City consistent with the placement and installation specifications established by the Florida Department of Transportation to enforce

unlawful speed violations, as specified in Chapter 316, Florida Statutes, on roadways within the City maintained as school zones.

(b) Designation of Local Hearing Officer(s). As of the effective date of this ordinance, a Special Magistrate and/or an attorney, in good standing with the Florida Bar, will serve as the Local Hearing Officer(s), designated to conduct hearings requested by alleged violators wishing to contest notices of violation detected by speed detection systems in accordance with Chapter 316, Florida Statutes. The Local Hearing Officer is entitled to reasonable compensation as approved by the City Council. The Local Hearing Officer shall have jurisdiction to conduct proceedings challenging the issuance of a notice of violation.

Section 20-71. – Use of Speed Detection Systems.

The City shall utilize speed detection systems to enforce applicable speed limits on roadways maintained as school zones within the City's jurisdiction.

Section 20-72. Designation of School Zones.

The City Council has determined that each of the following school zones, where a speed detection system is to be placed or installed, constitutes a heightened safety risk that warrants additional enforcement measures pursuant to F.S. § 316.1895. The City Council may authorize the placement or installation of speed detection systems in additional school zones via amendment to this article in accordance with applicable law.

(a) Greco Middle School

6925 E. Fowler Ave., Temple Terrace, FL 33617

School Zone Boundary – Gillette Avenue between E Fowler Avenue and E 113th Avenue

(b) Woodmont Charter School

10402 N. 56th Street, Temple Terrace, FL 33617

School Zone Boundary – Serena Drive between Councils Way and N 56th Street

(c) Temple Terrace Elementary School

124 Flotto Ave., Temple Terrace, FL

**School Zone Boundary – Ridgedale Road between
Woodmont Avenue and Bullard
Parkway**

- (d) **Lewis Elementary School**
6700 E. Whiteway Dr., Temple Terrace, FL 33617
**School Zone Boundary – Whiteway Drive between Gillette
Avenue and Riverhills Drive**

- (e) **Riverhills Elementary Magnet School**
405 S. Riverhills Dr., Temple Terrace, FL 33617
**School Zone Boundary – S Riverhills Drive between Belle
View Avenue and Berwick Avenue**

Section 20-73. – Remittance of collected fines and costs.

All fines and costs collected pursuant to this Section will be remitted in accordance with Florida Statute 316.1896 and 318.18, and any other relevant State law.

Section 3. If any part of this Ordinance is declared invalid by a court of competent jurisdiction, such part or parts shall be severable, and the remaining part or parts hereof shall continue to be in full force and effect.

Section 4. In all instances where Florida law, as evidenced by the Florida Administrative Code, Florida Statutes, applicable case law or otherwise, mandates standards or requirements that are stricter than the provisions of this Ordinance, or where a matter is addressed by Florida Law that is not addressed by this Ordinance, then said law shall govern. In situations where this Ordinance addresses a matter in a manner that is stricter than that of Florida law, the provisions of this Ordinance shall control.

Section 5. The provisions of this Ordinance shall become and be made a part of the Temple Terrace Code of Ordinances.

Section 6. In accordance with the provisions of section 125.66, Florida Statutes, a certified copy of this Ordinance shall be filed with the Department of State.

Section 7. The City Clerk is authorized to correct any scrivener's errors, typographical mistakes, or other similar administrative errors found in this Ordinance,

without holding a public hearing, by filing a corrected copy. A scrivener's error shall not include an amendment that changes the intent, substance, or meaning of the Ordinance.

Section 8. All Ordinances or parts of Ordinances not specifically in conflict herewith are hereby continued in full force and effect, but all Ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 9. This Ordinance shall take effect immediately upon adoption on second reading.

Passed and adopted by the City Council of the City of Temple Terrace this 4th day of August, 2026.

(Corporate Seal)



X _____
Andrew Ross,
Mayor
Chair of the City Council

Attest:

X _____
Lynda Sader
City Clerk
Approved As To Form & Content:

X _____
Ernest Mueller
City Attorney



School Zone Speed Study

Conducted by RedSpeed for City Of Temple Terrace
February 10th thru 12th, 2026.



A three-day traffic study conducted by RedSpeed for City Of Temple Terrace demonstrated that, in five (5) of the five (5) school zones analyzed, over 600 vehicles exceeded the posted speed limit by more than 10 mph. In that top five (5) school zones highlighted in bold below, these violations accounted for an average of over 200 per day

Schools Studied	Street	Violators 10+ over	Daily Average
Greco Middle School	Gillette Ave	1,619	539
Woodmont Charter School	Serena Dr	1,061	353
Temple Terrace Elementary School	Ridgedale Rd	708	236
Lewis Elementary School	E Whiteway Dr	680	226
Riverhills Elementary Magnet School	S Riverhills Dr	644	214

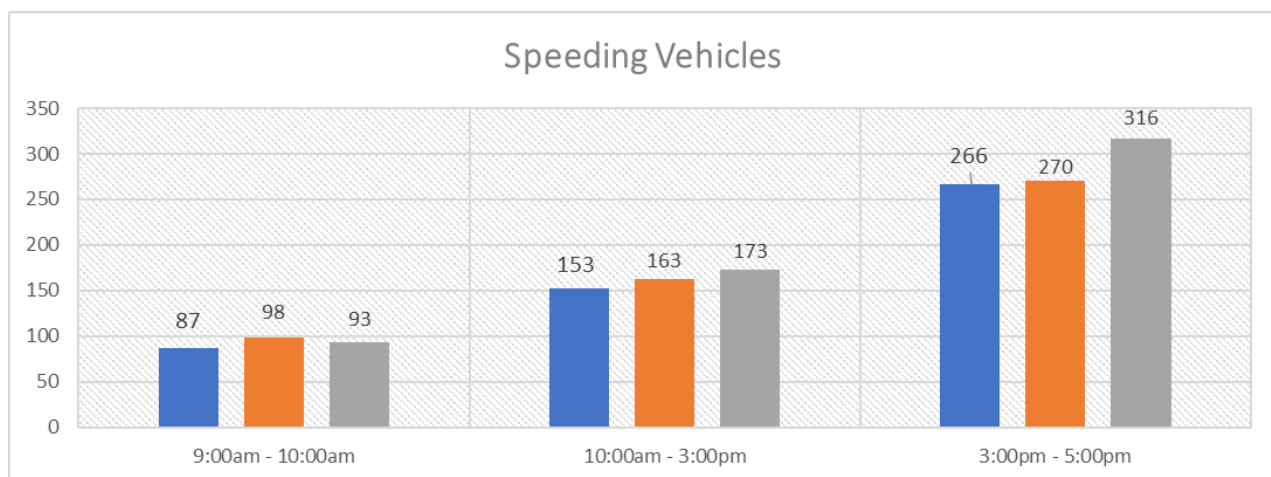
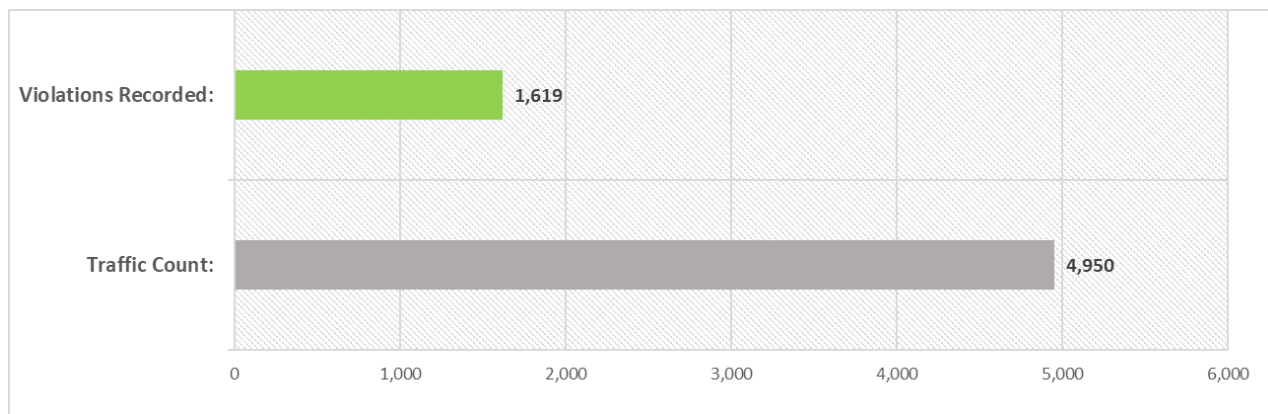
Florida Schools Speed Study

Greco Middle School, City of Temple Terrace

STUDY LOCATION: Gillette Ave	
SCHOOL ZONE SPEED LIMIT (During Enforced Hrs):	15 MPH
SPEED LIMIT (During Normal Hrs):	25 MPH
VIOLATION TRIGGER SPEED:	26 MPH and 36 MPH (Respectively)
SCHOOL ZONE HOURS OF OPERATION:	9:00 AM – 10:00 AM / 3:00 PM – 5:00 PM
STUDY DATE & TIME:	02-10/12-2026 (3 Days), 6:00 AM – 6:00 PM
TRAFFIC STUDY VEHICLE COUNT:	4,950
WEATHER CONDITIONS:	FAIR, NO RAIN
# OF LANES:	ONE LANE PER DIRECTION
DIRECTION:	NORTHBOUND – SOUTHBOUND
VIOLATIONS DETECTED:	1,619



Greco Middle School, City of Temple Terrace



	09:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	Total
26+ MPH	278	0	0	0	0	0	537	315	1,130
36+ MPH	0	92	91	84	110	112	0	0	489
Total	278	92	91	84	110	112	537	315	1,619

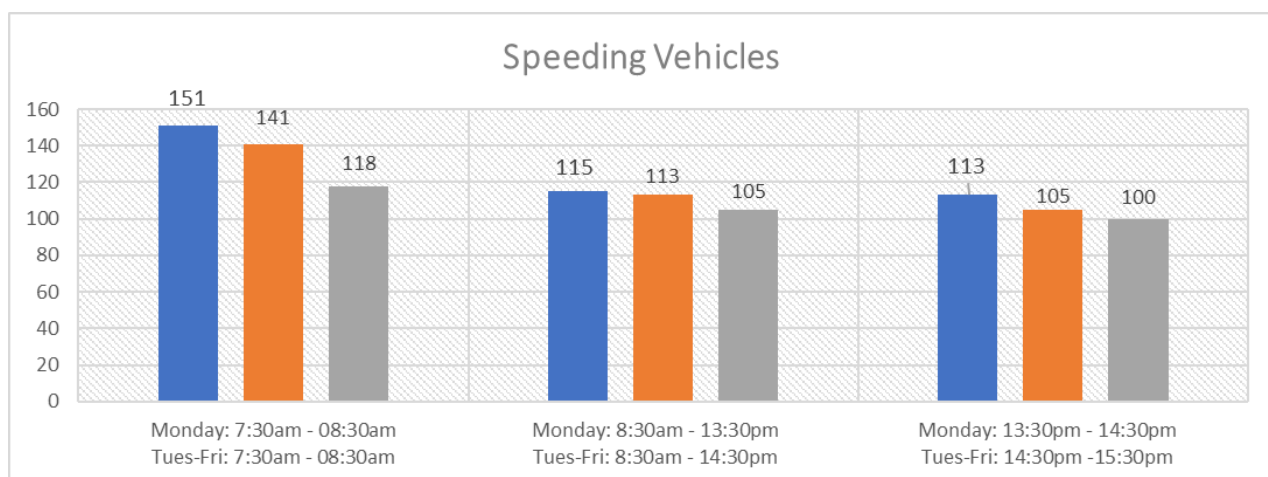
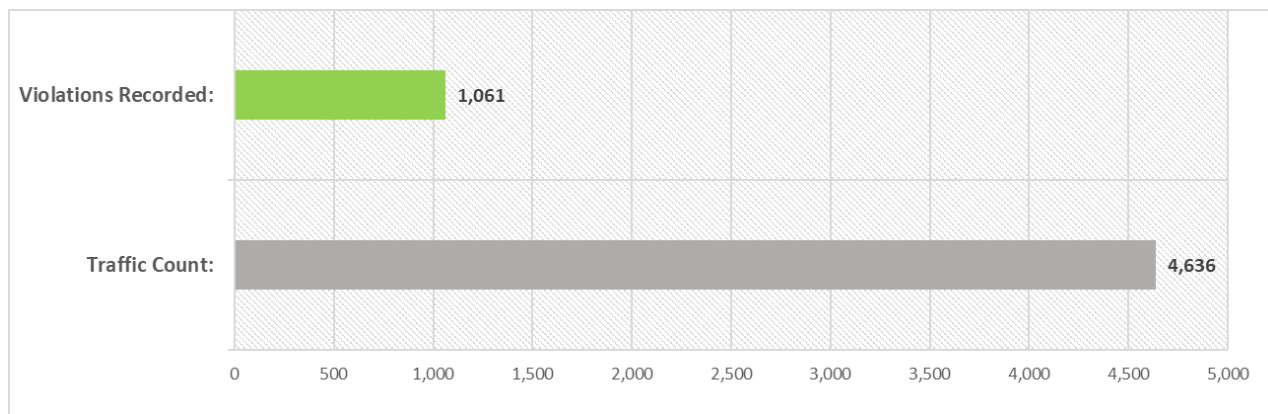
Study Dates	9:00am - 10:00am		10:00am - 3:00pm		3:00pm - 5:00pm		Total Vehicle Count	Total # of Violators	Overall % of Violators
	Vehicle Count	# of Violators	Vehicle Count	# of Violators	Vehicle Count	# of Violators			
2/10/2026	266	87	867	153	506	266	1,639	506	30.87%
2/11/2026	232	98	859	163	514	270	1,605	531	33.08%
2/12/2026	249	93	922	173	535	316	1,706	582	34.11%
Totals	747	278	2,648	489	1,555	852	4,950	1,619	32.71%

Woodmont Charter School, City of Temple Terrace

STUDY LOCATION: Serena Dr	
SCHOOL ZONE SPEED LIMIT (During Enforced Hrs):	15 MPH
SPEED LIMIT (During Normal Hrs):	25 MPH
VIOLATION TRIGGER SPEED:	26 MPH and 36 MPH (Respectively)
SCHOOL ZONE HOURS OF OPERATION:	Monday: 7:30 AM – 08:30 AM Tues-Fri: 7:30 AM – 08:30 AM Monday: 13:30 PM – 14:30 PM Tues-Fri: 14:30 PM – 15:30 PM
STUDY DATE & TIME:	02-10/12-2026 (3 Days), 6:00 AM – 6:00 PM
TRAFFIC STUDY VEHICLE COUNT:	4,636
WEATHER CONDITIONS:	FAIR, NO RAIN
# OF LANES:	ONE LANE PER DIRECTION
DIRECTION:	WESTBOUND – EASTBOUND
VIOLATIONS DETECTED:	1,061



Woodmont Charter School, City of Temple Terrace

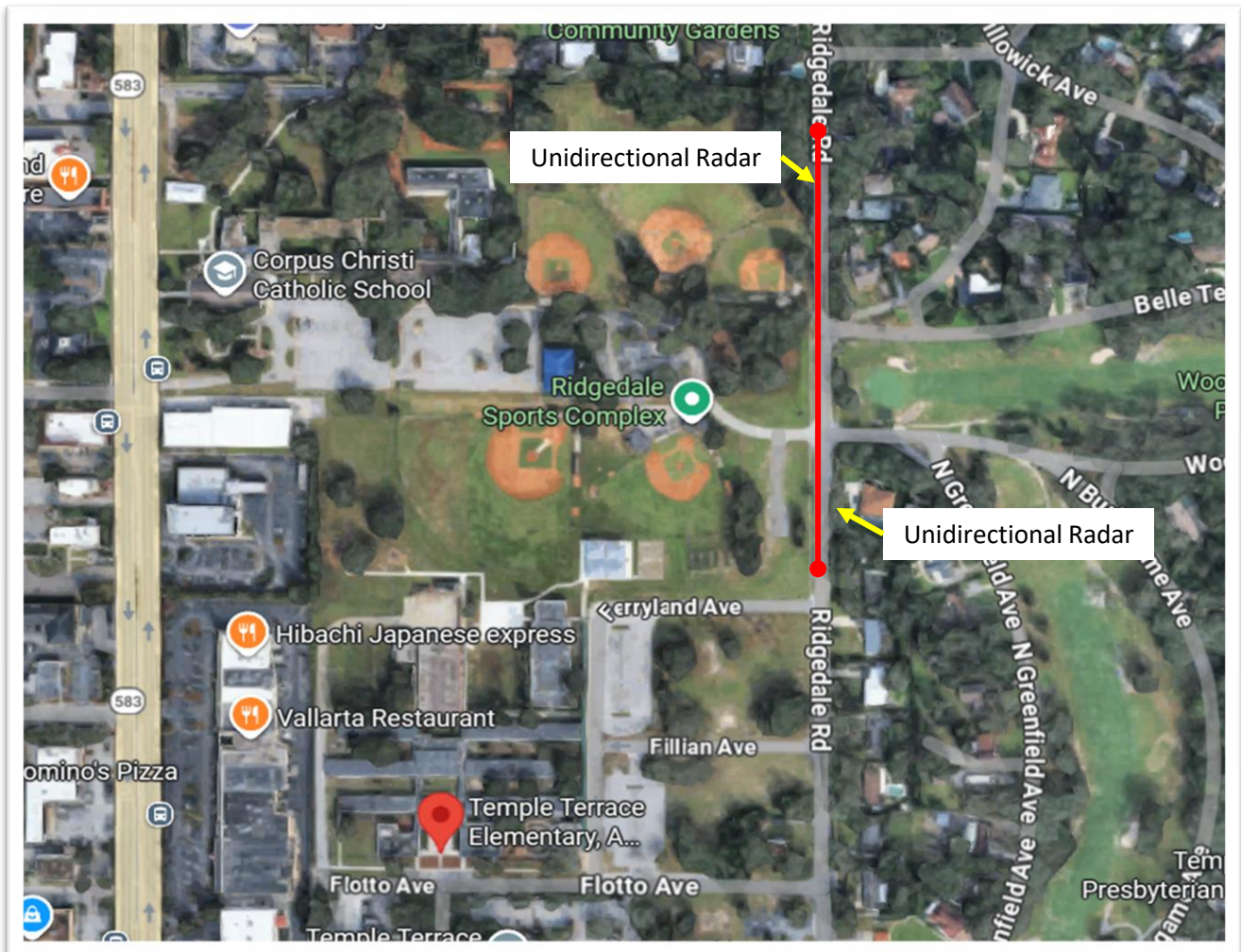


	07:00	08:00	09:00	10:00	11:00	12:00	13:00	14:00	15:00	Total
26+ MPH	189	221	0	0	0	0	0	155	163	728
36+ MPH	0	12	60	79	43	39	70	30	0	333
Total	189	233	60	79	43	39	70	185	163	1,061

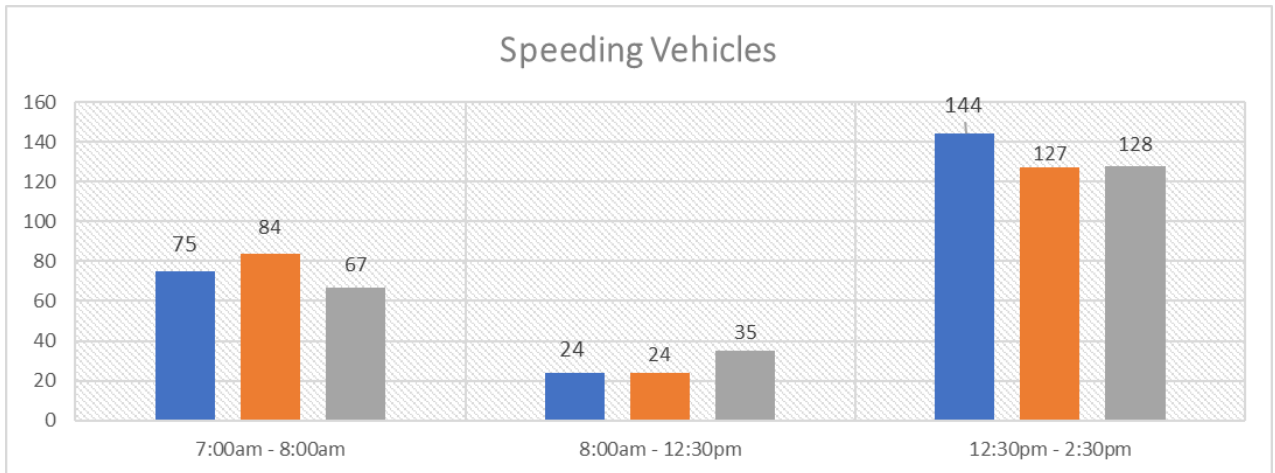
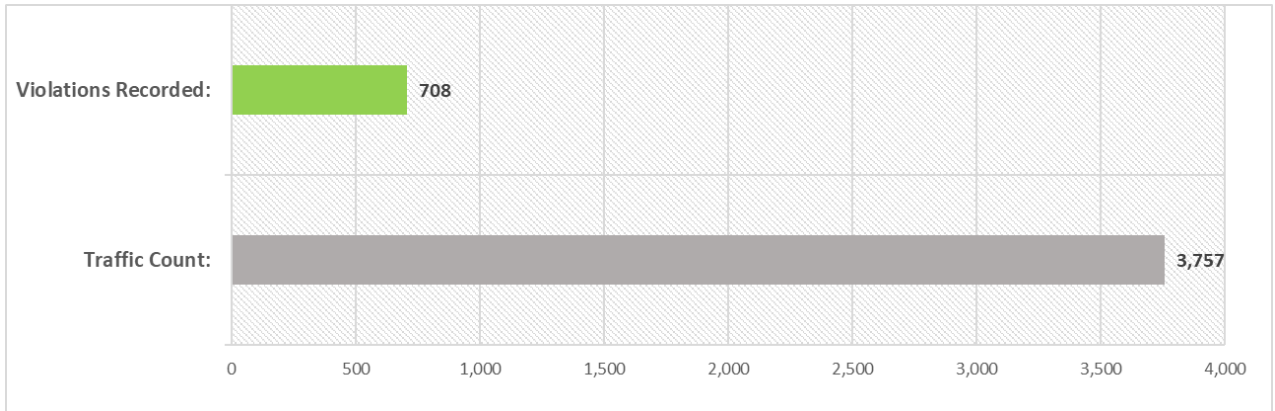
Study Dates	Monday: 7:30am - 08:30am Tues-Fri: 7:30am - 08:30am		Monday: 8:30am - 13:30pm Tues-Fri: 8:30am - 14:30pm		Monday: 13:30pm - 14:30pm Tues-Fri: 14:30pm - 15:30pm		Total Vehicle Count	Total # of Violators	Overall % of Violators
	Vehicle Count	# of Violators	Vehicle Count	# of Violators	Vehicle Count	# of Violators			
2/10/2026	273	151	1,047	115	227	113	1,547	379	24.50%
2/11/2026	264	141	1,034	113	237	105	1,535	359	23.39%
2/12/2026	242	118	1,057	105	255	100	1,554	323	20.79%
Totals	779	410	3,138	333	719	318	4,636	1,061	22.89%

Temple Terrace Elementary School, City of Temple Terrace

STUDY LOCATION: Ridgedale Rd	
SCHOOL ZONE SPEED LIMIT (During Enforced Hrs):	15 MPH
SPEED LIMIT (During Normal Hrs):	25 MPH
VIOLATION TRIGGER SPEED:	26 MPH and 36 MPH (Respectively)
SCHOOL ZONE HOURS OF OPERATION:	7:00 AM – 8:00 AM / 12:30 PM – 2:30 PM
STUDY DATE & TIME:	02-10/12-2026 (3 Days), 6:00 AM – 6:00 PM
TRAFFIC STUDY VEHICLE COUNT:	3,757
WEATHER CONDITIONS:	FAIR, NO RAIN
# OF LANES:	ONE LANE PER DIRECTION
DIRECTION:	NORTHBOUND – SOUTHBOUND
VIOLATIONS DETECTED:	708



Temple Terrace Elementary School, City of Temple Terrace



	07:00	08:00	09:00	10:00	11:00	12:00	13:00	14:00	Total
26+ MPH	226	0	0	0	0	110	57	81	474
36+ MPH	0	28	15	20	9	11	151	0	234
Total	226	28	15	20	9	121	208	81	708

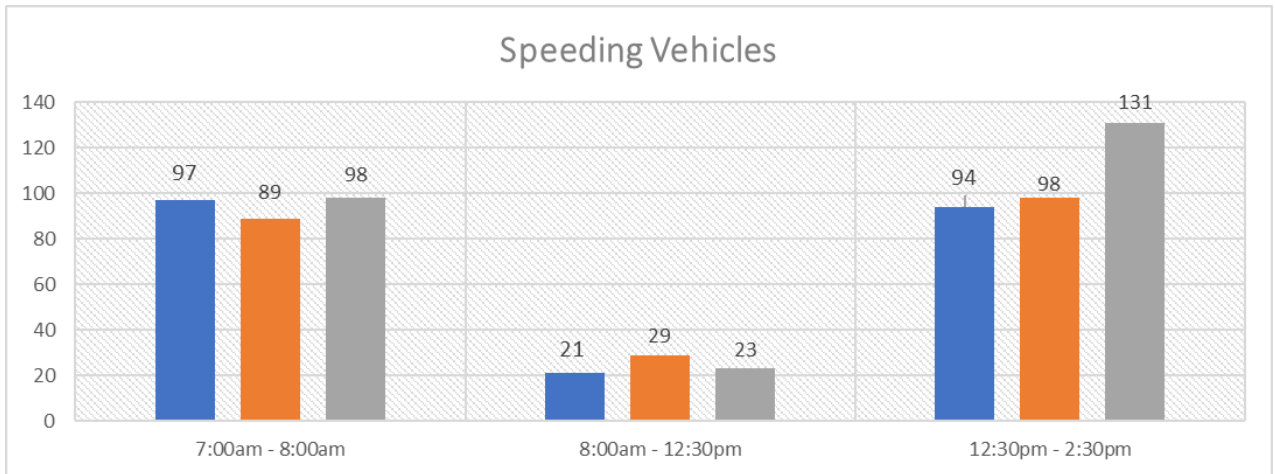
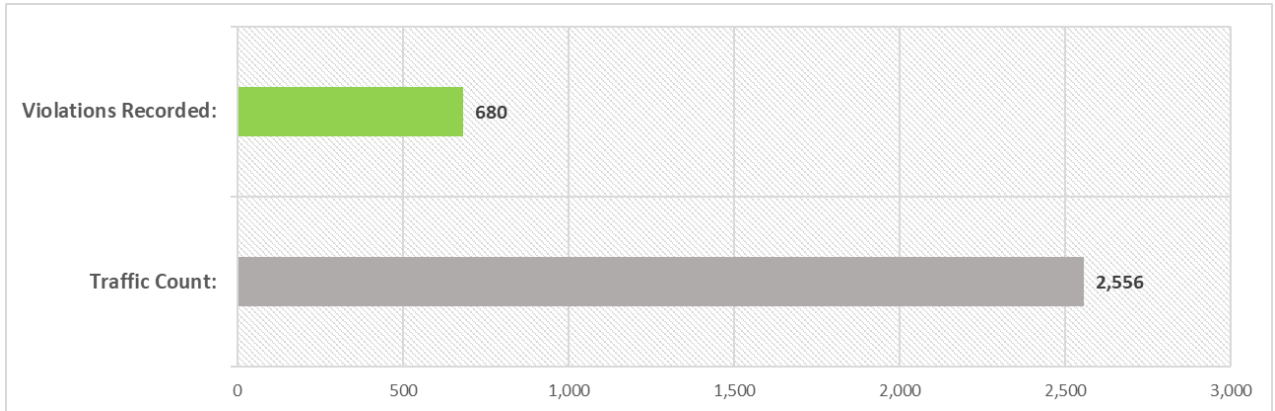
Study Dates	7:00am - 8:00am		8:00am - 12:30pm		12:30pm - 2:30pm		Total Vehicle Count	Total # of Violators	Overall % of Violators
	Vehicle Count	# of Violators	Vehicle Count	# of Violators	Vehicle Count	# of Violators			
2/10/2026	260	75	687	24	324	144	1,271	243	19.12%
2/11/2026	252	84	669	24	312	127	1,233	235	19.06%
2/12/2026	266	67	690	35	297	128	1,253	230	18.36%
Totals	778	226	2,046	83	933	399	3,757	708	18.84%

Lewis Elementary School, City of Temple Terrace

STUDY LOCATION: E Whiteway Dr	
SCHOOL ZONE SPEED LIMIT (During Enforced Hrs):	15 MPH
SPEED LIMIT (During Normal Hrs):	25 MPH
VIOLATION TRIGGER SPEED:	26 MPH and 36 MPH (Respectively)
SCHOOL ZONE HOURS OF OPERATION:	7:00 AM – 8:00 AM / 12:30 PM – 2:30 PM
STUDY DATE & TIME:	02-10/12-2026 (3 Days), 6:00 AM – 6:00 PM
TRAFFIC STUDY VEHICLE COUNT:	2,556
WEATHER CONDITIONS:	FAIR, NO RAIN
# OF LANES:	ONE LANE PER DIRECTION
DIRECTION:	WESTBOUND – EASTBOUND
VIOLATIONS DETECTED:	680



Lewis Elementary School, City of Temple Terrace



	07:00	08:00	09:00	10:00	11:00	12:00	13:00	14:00	Total
26+ MPH	284	0	0	0	0	77	122	81	564
36+ MPH	0	20	21	11	15	6	43	0	116
Total	284	20	21	11	15	83	165	81	680

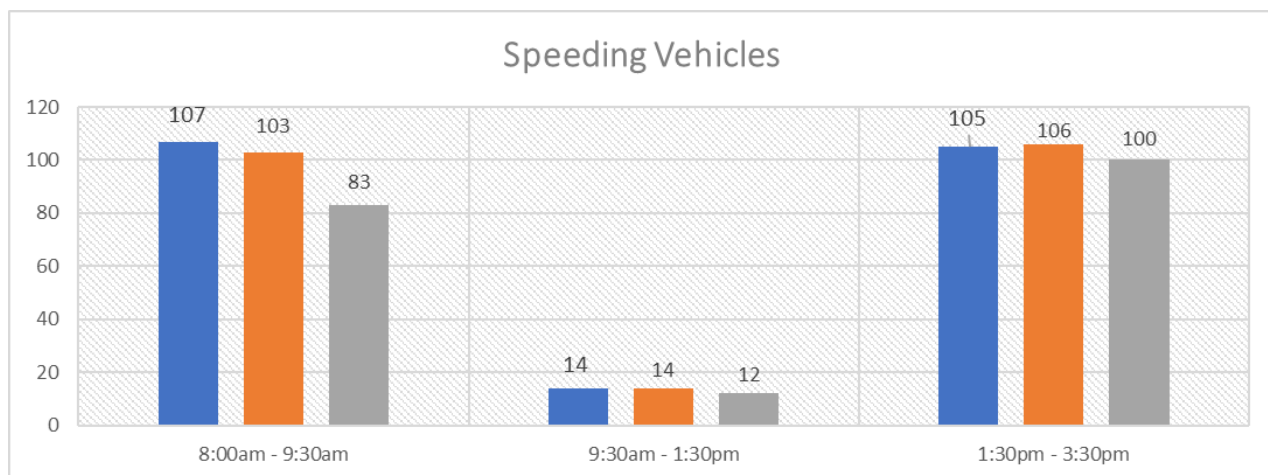
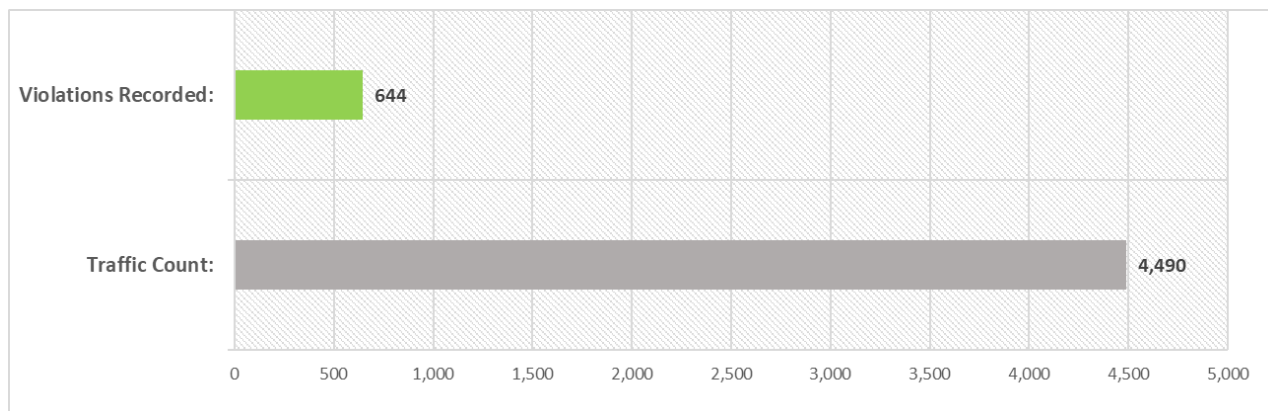
Study Dates	7:00am - 8:00am		8:00am - 12:30pm		12:30pm - 2:30pm		Total Vehicle Count	Total # of Violators	Overall % of Violators
	Vehicle Count	# of Violators	Vehicle Count	# of Violators	Vehicle Count	# of Violators			
2/10/2026	277	97	327	21	222	94	826	212	25.67%
2/11/2026	277	89	321	29	238	98	836	216	25.84%
2/12/2026	294	98	333	23	267	131	894	252	28.19%
Totals	848	284	981	73	727	323	2,556	680	26.60%

Riverhills Elementary Magnet School, City of Temple Terrace

STUDY LOCATION: S Riverhills Dr	
SCHOOL ZONE SPEED LIMIT (During Enforced Hrs):	15 MPH
SPEED LIMIT (During Normal Hrs):	25 MPH
VIOLATION TRIGGER SPEED:	26 MPH and 36 MPH (Respectively)
SCHOOL ZONE HOURS OF OPERATION:	8:00 AM – 9:30 AM / 1:30 PM – 3:30 PM
STUDY DATE & TIME:	02-10/12-2026 (3 Days), 6:00 AM – 6:00 PM
TRAFFIC STUDY VEHICLE COUNT:	4,490
WEATHER CONDITIONS:	FAIR, NO RAIN
# OF LANES:	ONE LANE PER DIRECTION
DIRECTION:	WESTBOUND – EASTBOUND
VIOLATIONS DETECTED:	644



Riverhills Elementary Magnet School, City of Temple Terrace



	08:00	09:00	10:00	11:00	12:00	13:00	14:00	15:00	Total
26+ MPH	260	33	0	0	2	89	174	48	606
36+ MPH	0	5	10	8	9	6	0	0	38
Total	260	38	10	8	11	95	174	48	644

Study Dates	8:00am - 9:30am		9:30am - 1:30pm		1:30pm - 3:30pm		Total Vehicle Count	Total # of Violators	Overall % of Violators
	Vehicle Count	# of Violators	Vehicle Count	# of Violators	Vehicle Count	# of Violators			
2/10/2026	509	107	653	14	315	105	1,477	226	15.30%
2/11/2026	559	103	636	14	300	106	1,495	223	14.92%
2/12/2026	566	83	653	12	299	100	1,518	195	12.85%
Totals	1,634	293	1,942	40	914	311	4,490	644	14.34%

Business Impact Estimate

Proposed Ordinance's Title/Reference:

AN ORDINANCE OF THE CITY COUNCIL OF TEMPLE TERRACE, FL, CREATING THE CITY OF TEMPLE TERRACE CODE OF ORDINANCES CHAPTER 20, ARTICLE IV TITLED "SCHOOL SPEED ZONE ENFORCEMENT PROGRAM AND SPEED DETECTION SYSTEMS"; PROVIDING FOR USE OF SPEED DETECTION SYSTEMS IN ACCORDANCE WITH STATE LAW; PROVIDING FOR DEFINITIONS; PROVIDING FOR USE OF LOCAL HEARING OFFICER; PROVIDING FOR THE DESIGNATION OF SCHOOL SPEED DETECTION ZONE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS WITH STATE LAW; PROVIDING FOR CODIFICATION; DIRECTING THAT THE ORDINANCE BE FILED WITH THE DEPARTMENT OF STATE; PROVIDING FOR CORRECTION OF SCRIVENER'S ERROR; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041 (4), Florida Statutes. If one or more boxes are checked below, this means the City of Temple Terrace is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City of Temple Terrace is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

X - The proposed ordinance is required for compliance with Federal or State law or regulation;

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

F.S.S. 316.1896, titled " **Roadways maintained as school zones; speed detection system enforcement; penalties; appeal procedure; privacy; reports.**—," authorizes counties and municipalities to use speed detection systems, which are similar to red light cameras, to enforce school zone speed limits for violations in excess of 10 miles per hour over the applicable speed limit when children are going to or from school and during the entirety of the school day.

The implementation of speed detection cameras within active school zones serves the public safety interest by improving the protection of children, parents, school staff, crossing guards, and other pedestrians during the times they are most vulnerable. School zones experience increased vehicle and pedestrian activity during student arrival and dismissal periods, creating an environment where excessive speed significantly elevates the likelihood and severity of traffic-related injuries.

This ordinance is required to allow the Temple Terrace Police Department the legal mechanism and process to enforce the above referenced measures.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit business in the City of Temple Terrace, if any:

The proposed ordinance is not expected to have any economic impact on private, for-profit businesses operating within the city. Its provisions are limited to traffic safety within designated active school zones and do not impose new operational requirements, restrictions, or costs on local businesses.

The ordinance may have an indeterminate, but positive, impact on local government revenues. Of the \$100 fine imposed per violation, \$39.00 or 65%, whichever is greater of the statutory monetary allocation is retained by the city to administer speed detection systems in school zones and for other public safety initiatives. The significance of the impact depends on how often fines are imposed or paid and are indeterminate.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

Based on a good faith assessment, the city anticipates that no private, for-profit businesses will be impacted by the proposed ordinance. Accordingly, the estimated number of businesses affected by the ordinance is zero.

4. Additional information the governing body deems useful (if any):

A traffic study was conducted for all five school zones within the city to evaluate vehicle speeds and traffic patterns. The completed study is available for review and provides the data supporting the proposed ordinance.

Item Cover Page

City Council Item Report

Date: August 4, 2026

From: Alyssa Livingstone, Senior Planner

Item Type: Ordinance

Subject: Public Hearing and First Reading of an Ordinance amending Land Development Code Sections 12-40 - Definitions and 12-81 - Reasonable Accommodation Procedures for Recovery Residences

Presenter: Alyssa Livingstone, Senior Planner

Recommendation:

Staff recommends approval on first reading and scheduling a public hearing and the second reading on August 17, 2026.

Discussion:

The Temple Terrace Community Development Department proposes an amendment to Section 12-40, Definitions, and Section 12-81, Reasonable Accommodation Procedures for Recovery Residences. These changes will amend procedures and processes related to Recovery Residences to ensure the Land Development Code complies with current statutory requirements. Recent changes in Florida Statutes Section §397.487 led City staff to initiate this text amendment. Approval of the amended text will allow for the affected sections to be in full compliance with statutory requirements.

Key points of the amendment include:

- Standardizes a statewide definition for "Certified Recovery Residences" as set forth in Section §397.311(5), Florida Statutes.
- Establishes a formalized process for requesting reasonable accommodation to the City's zoning and land use regulations, rules, ordinances, policies, and procedures for persons with disabilities to use and enjoy housing.
- Regulates eligibility for applicants having a "disability" as defined by Section §760.22, Florida Statutes.
- Adds Certified Recovery Residences as a qualifying entity for reasonable accommodation.
- Sets requirements for a Reasonable Accommodation Request Form to be utilized by the Community Development Department.
- Establishes processing requirements and response deadlines for all related

requests.

Resolution/Ordinance Information:

AN ORDINANCE OF THE CITY OF TEMPLE TERRACE, FLORIDA, AMENDING THE TEMPLE TERRACE LAND DEVELOPMENT CODE, AS AMENDED, BY AMENDING SECTIONS 12-40 DEFINITIONS, 12-81 REASONABLE ACCOMMODATION PROCEDURES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CORRECTION OF TYPOGRAPHICAL ERRORS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING AN EFFECTIVE DATE.

Appropriation Code:

Requirements:

Ordinance

Cost:

Attachments:

1. LDC-26-01 Ordinance v3
2. LDC 26-01 Redline Version
3. LDC-26-01 Planning Commission Review

ORDINANCE

AN ORDINANCE OF THE CITY OF TEMPLE TERRACE, FLORIDA, AMENDING THE TEMPLE TERRACE LAND DEVELOPMENT CODE, AS AMENDED, BY AMENDING SECTIONS 12-40 DEFINITIONS, 12-81 REASONABLE ACCOMMODATION PROCEDURES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CORRECTION OF TYPOGRAPHICAL ERRORS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING AN EFFECTIVE DATE

Whereas, In January 2016, the City of Temple Terrace ("City") adopted its 2040 Comprehensive Plan which requires that changes to the Land Development Code be consistent with state laws and current planning methods for growth and economic development; and

Whereas, recent changes to Florida Statutes Section 397.487 prompted City staff to initiate a publicly initiated text amendment to the Land Development Code to amend procedures and processes related to Recovery Residences and to bring the Land Development Code into compliance with current statutory requirements; and

Whereas, on June 8, 2026, the Hillsborough County City-County Planning Commission reviewed the proposed amendments to the Land Development Code for consistency with the City's 2040 Comprehensive Plan and found that the proposed amendments are consistent with the City's 2040 Comprehensive Plan; and

Whereas, the City's Council finds and determines that it is appropriate to update and revise its Code of Ordinances specifically Land Development Code Sections 12-40 and 12-81, relating to reasonable accommodation procedures; and

Whereas, the City Council held a public hearing and first reading of this ordinance at its August 4, 2026, regular meeting, and held a second public hearing and second reading of the ordinance at its August 17, 2026, regular meeting to consider public comment on the application and ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA THAT:

Section 1. The modifications to the City Code of Ordinances amending Chapter 12, Land Development Code, Sections 12-40 titled "Definitions" and 12-81 titled "Reasonable Accommodation Procedures," as attached hereto, are approved and adopted.

Section 2. If any part of this ordinance is declared invalid by a court of competent jurisdiction, such part or parts shall be severable, and the remaining part or parts hereof shall continue to be in full force and effect.

Section 3. All ordinances or parts of ordinances not specifically in conflict herewith are hereby continued in full force and effect, but all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. That the provisions of this ordinance may be renumbered or re-lettered to accomplish such intention. The City Clerk is given authority to correct scriveners' errors, such as incorrect Code cross references, grammatical, typographical, misspellings, and similar errors when codifying this ordinance.

Section 5. That this ordinance shall become effective after adoption.

Passed and adopted by the City Council of the City of Temple Terrace, this 17th day of August 2026.

(Corporate Seal)



X

Andrew Ross, Mayor
Chair of the City Council

Attest:

X

Lynda Sader
City Clerk

Approved As To Form & Content:

X

Ernest Mueller
City Attorney

Sec. 12-40. Definitions.

Certified Recovery Residences: Defined as set forth in Section §397.311(5), Florida Statutes, as amended from time to time.

Sec. 12-81. - Reasonable accommodation procedures.

- (a) *Purpose and general provisions.* This section implements the policy of the city regarding requests for reasonable accommodation to its zoning and land use regulations, rules, ordinances, policies, and procedures for persons with disabilities to use and enjoy housing, as provided by the Federal Fair Housing Act (42 U.S.C. 3601 et seq.) ("FHA") and Title II of the Americans with Disabilities Act (42 U.S.C. 12131 et seq.) ("ADA"). This section also implements the requirements of Section §397.487, Florida Statutes, by establishing a process for requesting reasonable accommodations from any Land Development Code regulation that serves to prohibit the establishment of a certified recovery residence.

For purposes of this section, a "disabled" individual or person is an individual who qualifies as disabled and/or handicapped under the FHA and/or ADA and has a "disability" as defined by Section §760.22, Florida Statutes; and the references in this section to "department" shall refer to the Community Development Department. Any person who is disabled (or qualifying entities) may request reasonable accommodation with respect the city's zoning and land use regulations, rules, ordinances, policies, and procedures as provided by the FHA and the ADA pursuant to the procedures set out in this section. For purposes of this section, a "qualifying entity" shall mean, a licensed service provider of the State of Florida as defined by ~~F.S. ch. Section~~ §397.311, Florida Statutes, as amended from time to time. All qualifying entities, including but not limited to, certified recovery residences, shall submit as part of an application for a reasonable accommodation, proof of the licensable service component the qualifying entity holds pursuant to ~~F.S. ch. Section~~ §397, Florida Statutes, as amended.

- (b) *General.* The following general provisions shall be applicable:
- (1) The city shall display a notice on the city's webpage (and shall maintain copies available for review in the city clerk's office) advising the public that disabled individuals (and qualifying entities) may request reasonable accommodation as provided herein.
 - (2) A disabled person may apply for a reasonable accommodation on his/her own behalf or may be represented at all stages of the reasonable accommodation process by a person designated in writing by the disabled person.
 - (3) The city shall provide assistance and accommodation as is required pursuant to the FHA and ADA in connection with a disabled person's request for reasonable accommodation, including without limitation, assistance with reading application questions, responding to questions, completing the necessary forms, filing an appeal, and appearing at a hearing to ensure the process is accessible.
- (c) *Reasonable accommodation request form.* A request by an applicant for reasonable accommodation under this section shall be made in writing by ~~completion of~~ completing a reasonable accommodation request form available from the department and ~~submitted~~ submitting the completed form to the ~~department of community development.~~ The reasonable accommodation request form shall be date-stamped by the department upon receipt. The reasonable accommodation request form is maintained by the ~~department of community development~~ and shall contain such questions and requests for information as are necessary for processing the ~~reasonable accommodation~~ request. The reasonable accommodation request form shall, at a minimum, require the following information:
- (1) Name and contact information for applicant;
 - (2) Address of housing or other location at which accommodation is requested;
 - (3) Name and mailing address of subject property owner;
 - (4) Description of reasonable accommodation requested;
 - (5) Description of the specific regulation(s) and/or procedure(s) from which reasonable accommodation is sought;

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- (6) Reasons the reasonable accommodation may be necessary for the individual(s) with disabilities to use and enjoy the housing or other service;
- (7) Name and contact information for applicant's authorized representative, if applicable; and
- (8) Signature of applicant, or authorized representative.
- (d) *Medical information; confidentiality.* Should the information provided by the disabled person to the city include medical information or records, including records indicating the medical condition, diagnosis or medical history of the disabled person, such individual may, at the time of submitting such medical information, request that the city, to the extent allowed by law, treat such medical information as confidential information of the disabled person. The city shall thereafter endeavor to provide written notice to the disabled person, and/or their representative, of any request received by the city for disclosure of the medical information or documentation which the disabled person has previously requested be treated as confidential by the city. The city will cooperate with the disabled person, to the extent allowed by law, in actions initiated by such individual to oppose the disclosure of such medical information or documentation, but the city shall have no obligation to initiate, prosecute, or pursue any such action, or to incur any legal or other expense (whether by retention of outside counsel or allocation of internal resources) in connection therewith, and may comply with any judicial order without prior notice to the disabled person.
- (e) *Determination process.* The city manager, or designee, shall have the authority to consider and act on requests for reasonable accommodation. When a reasonable accommodation request form has been completed and submitted to the department, ~~of community development and~~ it shall be date-stamped by the department upon receipt and referred to the city manager, or designee, for review and consideration.
- (1) The city manager, or designee, shall issue a written determination within ~~forty-five (45)~~ sixty (60) days of the date of receipt of a completed application, except as provided in paragraph (3) below, and may, in accordance with state and federal law:
- Grant the accommodation request;
 - Grant a portion of the request and deny a portion of the request and/or impose conditions upon the grant of the request; or
 - Deny the request, stating with specificity the objective, evidence-based reasons for denial and identifying any deficiencies or actions necessary for reconsideration, in accordance with state and federal law.
- If the request is denied, the determination shall state the grounds therefore. All written determinations shall give notice of the right to appeal.
- (2) The notice of determination shall be sent to the requesting party (i.e., the disabled individual or authorized representative) by certified mail, return receipt requested.
- (3) If reasonably necessary to reach a determination on the request for reasonable accommodation, the city manager, or designee, may, within thirty days of receiving the request, prior to the end of said ~~forty-five day~~ period, request additional information from the requesting party, specifying in detail what information is required. Such additional information may include, but not be limited to, additional medical information from the requesting party. The requesting party shall have ~~fifteen (15)~~ thirty (30) days after the date of the request for additional information to provide the requested information. In the event a request for additional information is made, the ~~forty-five day~~ sixty-day period to issue a written determination shall no longer be applicable, and the city manager, or designee, shall issue a written determination within thirty (30) days after receipt of the additional information. If the requesting party fails to provide the requested additional information within said ~~fifteen day~~ thirty-day period, the city manager, or designee, shall issue a written notice advising that the requesting party had failed to timely submit the additional information and therefore the request for reasonable accommodation shall be deemed abandoned and/or withdrawn and no further action by the city with regard to said reasonable accommodation request shall be required.
- (4) If a final written determination is not issued within 60 days after the city's receipt of a completed application, the reasonable accommodation request is deemed approved unless the parties agree in writing to a reasonable extension of time.
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- (f) *Criteria for determination.* In determining whether the reasonable accommodation request shall be granted or denied, the requesting party shall be required to establish that they are protected under the FHA and/or ADA by demonstrating that they are handicapped or disabled, as defined in the FHA and/or ADA and have a "disability" as defined by Section §760.22, Florida Statutes. For purposes of this section, the disabled individual must demonstrate to the city:
- (1) A physical or mental impairment which substantially limits one or more major life activities;
 - (2) A record of having such impairment;
 - (3) That they are regarded as having such impairment; ~~or~~ and
 - (4) That the proposed accommodation being sought is reasonable and necessary to afford handicapped/disabled persons equal opportunity to use and enjoy housing.
- (g) *Required findings.* A request for reasonable accommodation pursuant to this section shall be approved, with or without conditions, if the city manager, or designee, finds, based upon all of the evidence presented, that all of the following findings are made:
- (1) The property or dwelling that is the subject of the request for reasonable accommodation will be occupied by a disabled person(s);
 - (2) The requested accommodation is necessary to provide a disabled person(s) with an equal opportunity to use and enjoy a dwelling;
 - (3) The requested accommodation will not impose an undue financial or administrative burden on the city; and
 - (4) The requested ~~modification~~ reasonable accommodation will not require a fundamental alteration in the nature of a city program or law.
- (h) *Conditions of approval.* In granting a request for reasonable accommodation, the city manager, or designee, may impose conditions of approval deemed reasonable and necessary to ensure that the reasonable accommodation would comply with the findings of this section, including, but not limited to the following:
- (1) Inspection of the property periodically, as specified, to verify compliance with this section and any conditions of approval;
 - (2) Recordation of a deed restriction requiring removal of the improvements when the need for which the accommodation was granted no longer exists, except where the city manager, or designee, finds that removal would constitute an unreasonable financial burden and/or is physically integrated with the structure and cannot feasibly be removed. If applicable, the restrictive covenant shall provide that the reasonable accommodation does not run with the land and shall terminate upon any sale, transfer, lease, or other conveyance of the property;
 - (3) Time limits and/or expiration of the approval, if the need for which the accommodation was granted no longer exists;
 - (4) Measures to reduce the impact on surrounding uses;
 - (5) Measures in consideration of the physical attributes of the property and structures; and
 - (6) Other conditions necessary to protect the public health, safety, and welfare.
- (i) *Appeal of determination.* Within thirty (30) days from the date of the city manager's, or designee's, determination on a reasonable accommodation request or a revocation or modification of a reasonable accommodation, the applicant may appeal the decision. All appeals shall be filed with the city clerk and contain a written statement containing sufficient detail of the grounds for the appeal. Appeals pursuant to this section shall be to the city council who shall, after public notice and a public hearing, render a written determination as soon as reasonably practicable, but in no event later than sixty (60) days after an appeal has been filed. Notice of any public hearing hereunder shall be provided to the applicant at least ten (10) days in advance of the public hearing.
- (j) *Fees.* There shall be no fee imposed by the city in connection with a request for reasonable accommodation under this section or an appeal of a determination on such request to the city council, and the city shall have no obligation to pay a requesting party's (or an appealing party's, as applicable) attorneys' fees or costs in connection with the request, or an appeal.
- (k) *Stay of enforcement.* While an application for reasonable accommodation, or appeal or a determination of same, is pending before the city, the city will not enforce the subject zoning ordinance, rules, policies,
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and procedures against the applicant. However, should the applicant proceed with any property purchase, building, construction, or other work associated with establishing a project or residence housing individuals covered by the FHA or the ADA while an application or appeal for reasonable accommodation is pending, the applicant understands that any of these actions are done at the applicant's own risk because the application or appeal may be denied.

- (I) *Revocation of reasonable accommodation.* Any reasonable accommodation received shall be subject to revocation or modification if the holder of the reasonable accommodation or the property upon which the accommodation is granted is found in violation of any provision of the written determination granting the reasonable accommodation by a court of law or by the special magistrate hearing code enforcement cases, and the holder of the reasonable accommodation has failed to correct such violation. The city shall send a notice of hearing on a proposed revocation or modification of a reasonable accommodation by certified mail, return receipt requested, to the holder of the reasonable accommodation at least thirty (30) days prior to the date of the hearing. The city manager, or designee, shall have the authority to consider and act on a revocation or modification of a reasonable accommodation, after notice and hearing during which the reasonable accommodation holder shall have the opportunity to present evidence and be heard.



Hillsborough County City-County Planning Commission

June 8, 2026

City of Temple Terrace Land Development Code (LDC) Text Amendment: Sec. 12-40 Definitions and Sec. 12-81 Reasonable Accommodation Procedures for Recovery Residences

Presenter:

Yeneka Mills, millsy@plancom.org, 813-547-4373

Alyssa Livingstone, alivingstone@templeterrace.gov, 813-506-6481

Summary:

The proposed publicly initiated text amendment, initiated by City staff, to the City of Temple Terrace's Code of Ordinances seeks to update the procedures to comply with recent changes in Florida State Statutes Section §397.487. The proposed amendment would revise procedures and processes related to Recovery Residencies to bring the Land Development Code into compliance with current statutory requirements. The amendments include modifications to LDC Section 12-40 Definitions and updates to Section 12-81 Reasonable Accommodation Procedures for Recovery Residences.

Planning Commission staff has reviewed the proposed Land Development Code (LDC) amendment and determined the request is consistent with Future Land Use Objective 8.5 and Policy 8.5.3, which require that development approvals must meet or exceed the Land Development Code standards. Additionally, the request is consistent with Future Land Use Policy 2.1.2, which encourages providing a variety of residential uses consistent with the needs of the community.



The Planning Commission is required to review Land Development Regulations for consistency with the adopted City of Temple Terrace Comprehensive Plan in accordance with Chapter 163.3194(2) Florida Statutes, and Chapter 97-351 Laws of Florida, and provide findings to the Temple Terrace City Council.

Land Development Code

LU Objective 8.5: All development approvals shall be consistent with the development regulations and timeframe outlined in Chapter 163, Florida Statutes.

LU Policy 8.5.3: Developments will meet or exceed the requirements of all Land Development Code as established and adopted by the City of Temple Terrace, the State of Florida and the federal government unless such requirements have been previously waived by those governmental bodies.

Plan Hillsborough
planhillsborough.org
planner@plancom.org
813 - 272 - 5940
601 E Kennedy Blvd
18th floor
Tampa, FL, 33602

Residential Development

LU Policy 2.1.2: Provide for development of a wide variety of residential uses, including detached and attached residential, multi-family residential, mixed-use residential, live-work residential, assisted living, long-term care, and multi-generation accommodations among others, consistent with the needs characteristic of the socio-economic profiles of the City's households and future needs, through the provisions of varying residential densities, mixed-uses, overlay and other land use categories in the comprehensive plan and the Land Development Code (LDC) of the City of Temple Terrace.

Recommended Action:

Find the proposed LDC text amendment, relating to certified recovery residence, **CONSISTENT** with the *Temple Terrace Comprehensive Plan*, and forward this recommendation to Temple Terrace City Council.

Attachments:

Resolution, Cover Memo, Proposed Language



Resolution: Terrace Land Development Code (LDC) Text Amendment: Sec.12-40 Definitions and Sec. 12-81 Reasonable Accommodation Procedures for Recovery Residences

June 8, 2026

WHEREAS, the Hillsborough County City-County Planning Commission developed a Comprehensive Plan for the City of Temple Terrace, pursuant to the provisions of Chapter 163, Florida Statutes, which was originally adopted by the Temple Terrace City Council on January 19, 2016, as amended; and

WHEREAS, the Hillsborough County City-County Planning Commission received a publicly initiated LDC text amendment; and

WHEREAS, the Hillsborough County City-County Planning Commission staff reviewed the proposed LDC Amendment to Section 12-40 and Section 12-81 regarding Reasonable Accommodation Procedures for Recovery Residences; and

WHEREAS, the Hillsborough County City-County Planning Commission reviewed the City of Temple Terrace Land Development Code Text Amendment related to Reasonable Accommodation Procedures for Recovery Residences, considered all relevant information, including the adopted goals, objectives, and policies of the Temple Terrace Comprehensive Plan, as follows:

Land Development Code

LU Objective 8.5: All development approvals shall be consistent with the development regulations and timeframe outlined in Chapter 163, Florida Statutes.

LU Policy 8.5.3: Developments will meet or exceed the requirements of all Land Development Code as established and adopted by the City of Temple Terrace, the State of Florida and the federal government unless such requirements have been previously waived by those governmental bodies.

Future Land Use

LU Policy 2.1.2: Provide for development of a wide variety of residential uses, including detached and attached residential, multi-family residential, mixed-use residential, live-work residential, assisted living, long-term care, and multi-generation accommodations among others, consistent with the needs characteristic of the socio-economic profiles of the City's households and future needs, through the provisions of varying residential densities, mixed-uses, overlay and other land use categories in the comprehensive plan and the Land Development Code (LDC) of the City of Temple Terrace.

WHEREAS, Planning Commission staff determined that the City of Temple Terrace Land Development Code Text Amendment related to Reasonable Accommodation Procedures for

Recovery Residences is consistent with the goals, objectives, and policies of the *Temple Terrace Comprehensive Plan*.

NOW, THEREFORE, BE IT RESOLVED, that the Hillsborough County City-County Planning Commission finds the City of Temple Terrace Land Development Code Text Amendment related to Reasonable Accommodation Procedures for Recovery Residences **CONSISTENT** with the *Temple Terrace Comprehensive Plan* and forwards it to the Temple Terrace City Council for approval.

The above resolution for the City of Temple Terrace Land Development Code Text Amendment related to Reasonable Accommodation Procedures for Recovery Residences was adopted by the Planning Commission on June 8, 2026.

By motion of Choose an item.
Seconded by Choose an item.

Commissioner Bowden	Choose an item.
Commissioner Cardenas	Choose an item.
Commissioner Cona	Choose an item.
Commissioner Jemison	Choose an item.
Commissioner Joseph, Ph.D., Chair	Choose an item.
Commissioner Kugler	Choose an item.
Commissioner Linkous, Ph.D., AICP	Choose an item.
Commissioner Louk, Vice Chair	Choose an item.
Commissioner Sieben, Member-at-Large	Choose an item.
Commissioner Sienk	Choose an item.

Commissioner Joseph, Ph.D.,
Chair

Melissa Zornitta, FAICP
Executive Director

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**COMMUNITY DEVELOPMENT DEPARTMENT
MEMORANDUM**

To: Hillsborough County City-County Planning Commission
Through: Greg Pauley, Director – Community Development
From: Alyssa Livingstone, Senior Planner – Community Development
Date: February 19, 2026
Subject: LDC-26-01, Amending the Temple Terrace Land Development Code, Section 12-40 - Definitions and Section 12-81 - Reasonable Accommodation Procedures

Pursuant to recent state legislation amending Section §397.487, Florida Statutes, requiring updates to procedures and processes for Recovery Residences, city staff recommends approval of the attached Land Development Code amendments (LDC-26-01), which updates LDC Section 12-40 - Definitions and LDC Section 12-81 - Reasonable Accommodation Procedures.

Approval of the included amended text (LDC-26-01) will allow for the affected sections to be in full compliance with statutory requirements.

Amendments and additions are indicated with red underlined text.

Deletions are indicated with ~~black stricken text~~.

Sec. 12-40. Definitions.

Certified Recovery Residences: Defined as set forth in Section §397.311(5), Florida Statutes, as amended from time to time.

Sec. 12-81. - Reasonable accommodation procedures.

- (a) *Purpose and general provisions.* This section implements the policy of the city regarding requests for reasonable accommodation to its zoning and land use regulations, rules, ordinances, policies, and procedures for persons with disabilities to use and enjoy housing, as provided by the Federal Fair Housing Act (42 U.S.C. 3601 et seq.) ("FHA") and Title II of the Americans with Disabilities Act (42 U.S.C. 12131 et seq.) ("ADA"). This section also implements the requirements of Section §397.487, Florida Statutes, by establishing a process for requesting reasonable accommodations from any Land Development Code regulation that serves to prohibit the establishment of a certified recovery residence.

For purposes of this section, a "disabled" individual or person is an individual who qualifies as disabled and/or handicapped under the FHA and/or ADA and has a "disability" as defined by Section §760.22, Florida Statutes. The references in this section to "department" shall refer to the Community Development Department. Any person who is disabled (or qualifying entities) may request reasonable accommodation with respect the city's zoning and land use regulations, rules, ordinances, policies, and procedures as provided by the FHA and the ADA pursuant to the procedures set out in this section. For purposes of this section, a "qualifying entity" shall mean, a licensed service provider of the State of Florida as defined by ~~F.S. ch. §397.311,~~ Section §397.311, Florida Statutes, as amended from time to time. All qualifying entities, including but not limited to, certified recovery residences, shall submit as part of an application for a reasonable accommodation, proof of the licensable service component the qualifying entity holds pursuant to ~~F.S. ch. §397,~~ Section §397, Florida Statutes, as amended.

- (b) *General.* The following general provisions shall be applicable:
- (1) The city shall display a notice on the city's webpage (and shall maintain copies available for review in the city clerk's office) advising the public that disabled individuals (and qualifying entities) may request reasonable accommodation as provided herein.
 - (2) A disabled person may apply for a reasonable accommodation on his/her own behalf or may be represented at all stages of the reasonable accommodation process by a person designated in writing by the disabled person.
 - (3) The city shall provide assistance and accommodation as is required pursuant to the FHA and ADA in connection with a disabled person's request for reasonable accommodation, including without limitation, assistance with reading application questions, responding to questions, completing the necessary forms, filing an appeal, and appearing at a hearing to ensure the process is accessible.
- (c) *Reasonable accommodation request form.* A request by an applicant for reasonable accommodation under this section shall be made in writing by ~~completion of~~ completing a reasonable accommodation request form available from the department and ~~submitted~~ submitting the completed form to the ~~department of community development.~~ The reasonable accommodation request form shall be date-stamped by the department upon receipt. The reasonable accommodation request form is maintained by the ~~department of community development~~ and shall contain such questions and requests for information as are necessary for processing the ~~reasonable accommodation request.~~ The reasonable accommodation request form shall, at a minimum, require the following information:
- (1) Name and contact information for applicant;
 - (2) Address of housing or other location at which accommodation is requested;
 - (3) Name and mailing address of subject property owner;
 - (4) Description of reasonable accommodation requested;
 - (5) Description of the specific regulation(s) and/or procedure(s) from which reasonable accommodation is sought;

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- (6) Reasons the reasonable accommodation may be necessary for the individual(s) with disabilities to use and enjoy the housing or other service;
- (7) Name and contact information for applicant's authorized representative, if applicable; and
- (8) Signature of applicant, or authorized representative.
- (d) *Medical information; confidentiality.* Should the information provided by the disabled person to the city include medical information or records, including records indicating the medical condition, diagnosis or medical history of the disabled person, such individual may, at the time of submitting such medical information, request that the city, to the extent allowed by law, treat such medical information as confidential information of the disabled person. The city shall thereafter endeavor to provide written notice to the disabled person, and/or their representative, of any request received by the city for disclosure of the medical information or documentation which the disabled person has previously requested be treated as confidential by the city. The city will cooperate with the disabled person, to the extent allowed by law, in actions initiated by such individual to oppose the disclosure of such medical information or documentation, but the city shall have no obligation to initiate, prosecute, or pursue any such action, or to incur any legal or other expense (whether by retention of outside counsel or allocation of internal resources) in connection therewith, and may comply with any judicial order without prior notice to the disabled person.
- (e) *Determination process.* The city manager, or designee, shall have the authority to consider and act on requests for reasonable accommodation. When a reasonable accommodation request form has been completed and submitted to the department, ~~of community development and~~ it shall be date-stamped by the department upon receipt and referred to the city manager, or designee, for review and consideration.
- (1) The city manager, or designee, shall issue a written determination within ~~forty-five (45)~~ sixty (60) days of the date of receipt of a completed application, except as provided in paragraph (3) below, and may, in accordance with state and federal law:
- Grant the accommodation request;
 - Grant a portion of the request and deny a portion of the request and/or impose conditions upon the grant of the request; or
 - Deny the request, stating with specificity the objective, evidence-based reasons for denial and identifying any deficiencies or actions necessary for reconsideration, in accordance with state and federal law.
- If the request is denied, the determination shall state the grounds therefore. All written determinations shall give notice of the right to appeal.
- (2) The notice of determination shall be sent to the requesting party (i.e., the disabled individual or authorized representative) by certified mail, return receipt requested.
- (3) If reasonably necessary to reach a determination on the request for reasonable accommodation, the city manager, or designee, may, within thirty days of receiving the request, prior to the end of said forty-five day period, request additional information from the requesting party, specifying in detail what information is required. Such additional information may include, but not be limited to, additional medical information from the requesting party. The requesting party shall have ~~fifteen (15)~~ thirty (30) days after the date of the request for additional information to provide the requested information. In the event a request for additional information is made, the ~~forty-five day~~ sixty-day period to issue a written determination shall no longer be applicable, and the city manager, or designee, shall issue a written determination within thirty (30) days after receipt of the additional information. If the requesting party fails to provide the requested additional information within said ~~fifteen-day~~ thirty-day period, the city manager, or designee, shall issue a written notice advising that the requesting party had failed to timely submit the additional information and therefore the request for reasonable accommodation shall be deemed abandoned and/or withdrawn and no further action by the city with regard to said reasonable accommodation request shall be required.
- (4) If a final written determination is not issued within 60 days after the city's receipt of a completed application, the reasonable accommodation request is deemed approved unless the parties agree in writing to a reasonable extension of time.
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- (f) *Criteria for determination.* In determining whether the reasonable accommodation request shall be granted or denied, the requesting party shall be required to establish that they are protected under the FHA and/or ADA by demonstrating that they are handicapped or disabled, as defined in the FHA and/or ADA and have a "disability" as defined by Section §760.22, Florida Statutes. For purposes of this section, the disabled individual must demonstrate to the city:
- (1) A physical or mental impairment which substantially limits one or more major life activities;
 - (2) A record of having such impairment;
 - (3) That they are regarded as having such impairment; ~~or~~ and
 - (4) That the proposed accommodation being sought is reasonable and necessary to afford handicapped/disabled persons equal opportunity to use and enjoy housing.
- (g) *Required findings.* A request for reasonable accommodation pursuant to this section shall be approved, with or without conditions, if the city manager, or designee, finds, based upon all of the evidence presented, that all of the following findings are made:
- (1) The property or dwelling that is the subject of the request for reasonable accommodation will be occupied by a disabled person (s);
 - (2) The requested accommodation is necessary to provide a disabled person (s) with an equal opportunity to use and enjoy a dwelling;
 - (3) The requested accommodation will not impose an undue financial or administrative burden on the city; and
 - (4) The requested ~~modification~~ reasonable accommodation will not require a fundamental alteration in the nature of a city program or law.
- (h) *Conditions of approval.* In granting a request for reasonable accommodation, the city manager, or designee, may impose conditions of approval deemed reasonable and necessary to ensure that the reasonable accommodation would comply with the findings of this section, including, but not limited to the following:
- (1) Inspection of the property periodically, as specified, to verify compliance with this section and any conditions of approval ;
 - (2) Recordation of a deed restriction requiring removal of the improvements when the need for which the accommodation was granted no longer exists, except where the city manager, or designee, finds that removal would constitute an unreasonable financial burden and/or is physically integrated with the structure and cannot feasibly be removed. If applicable, the restrictive covenant shall provide that the reasonable accommodation does not run with the land and shall terminate upon any sale, transfer, lease, or other conveyance of the property ;
 - (3) Time limits and/or expiration of the approval, if the need for which the accommodation was granted no longer exists ;
 - (4) Measures to reduce the impact on surrounding uses ;
 - (5) Measures in consideration of the physical attributes of the property and structures ; and
 - (6) Other conditions necessary to protect the public health, safety, and welfare.
- (i) *Appeal of determination.* Within thirty (30) days from the date of the city manager's, or designee's, determination on a reasonable accommodation request or a revocation or modification of a reasonable accommodation, the applicant may appeal the decision. All appeals shall be filed with the city clerk and contain a written statement containing sufficient detail of the grounds for the appeal. Appeals pursuant to this section shall be to the city council who shall, after public notice and a public hearing, render a written determination as soon as reasonably practicable, but in no event later than sixty (60) days after an appeal has been filed. Notice of any public hearing hereunder shall be provided to the applicant at least ten (10) days in advance of the public hearing.
- (j) *Fees.* There shall be no fee imposed by the city in connection with a request for reasonable accommodation under this section or an appeal of a determination on such request to the city council, and the city shall have no obligation to pay a requesting party's (or an appealing party's, as applicable) attorneys' fees or costs in connection with the request, or an appeal.
- (k) *Stay of enforcement.* While an application for reasonable accommodation, or appeal or a determination of same, is pending before the city, the city will not enforce the subject zoning ordinance, rules, policies,
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and procedures against the applicant. However, should the applicant proceed with any property purchase, building, construction, or other work associated with establishing a project or residence housing individuals covered by the FHA or the ADA while an application or appeal for reasonable accommodation is pending, the applicant understands that any of these actions are done at the applicant's own risk because the application or appeal may be denied.

- (I) *Revocation of reasonable accommodation.* Any reasonable accommodation received shall be subject to revocation or modification if the holder of the reasonable accommodation or the property upon which the accommodation is granted is found in violation of any provision of the written determination granting the reasonable accommodation by a court of law or by the special magistrate hearing code enforcement cases, and the holder of the reasonable accommodation has failed to correct such violation. The city shall send a notice of hearing on a proposed revocation or modification of a reasonable accommodation by certified mail, return receipt requested, to the holder of the reasonable accommodation at least thirty (30) days prior to the date of the hearing. The city manager, or designee, shall have the authority to consider and act on a revocation or modification of a reasonable accommodation, after notice and hearing during which the reasonable accommodation holder shall have the opportunity to present evidence and be heard.

Item Cover Page

City Council Item Report

Date: August 4, 2026

From: Alyssa Livingstone, Senior Planner

Item Type: Ordinance

Subject: Public Hearing and First Reading of an Ordinance Amending Land Development Code Sections 12-40, Definitions, and 12-922, Commercial Vehicle Restrictions in Residential Districts

Presenter: Alyssa Livingstone, Senior Planner, Greg Pauley, Community Development Director

Recommendation:

Staff recommends approval on first reading and scheduling a public hearing and second reading on August 17, 2026.

Discussion:

The Temple Terrace Community Development Department proposes a publicly initiated amendment to Section 12-40, Definitions, and Section 12-922, Commercial Vehicle Restrictions in Residential Districts, of the Land Development Code. These changes will revise the definition of a 'Commercial Vehicle' and incorporate vehicle weight classifications to clarify regulations and ensure that commercial vehicle parking remains compatible with the character of residential neighborhoods.

Key points of the amendment:

- Amends the definition of a “commercial vehicle” based on the vehicle’s design, use, or intended use and the vehicle’s purpose in relation to the transportation of goods, equipment, or passengers.
- Adopts a standardized Vehicle Gross Weight Rating (GVWR) Classification Table (Source: Federal Highway Administration) for the regulation of standards set within the Code.
- Provides clarity of applicable zoning districts for which this section shall apply.
- Establishes updated general prohibitions based on vehicle weight class, use, and/or modification.
- Restates allowable exceptions based on delivery and service vehicles (temporary basis), and vehicles parked within a completely enclosed structure.

- Provides for an allowable exception for certain unmodified heavy/super duty pickup trucks and vans, limited to 2 per lot, not to exceed Class 3 GVWR.
- Excludes exterior business markings on vehicles as a restricted modification.

Resolution/Ordinance Information:

AN ORDINANCE OF THE CITY OF TEMPLE TERRACE, FLORIDA, AMENDING THE TEMPLE TERRACE LAND DEVELOPMENT CODE, AS AMENDED, BY AMENDING SECTIONS 12-40 DEFINITIONS, 12-922 COMMERCIAL VEHICLE RESTRICTIONS IN RESIDENTIAL DISTRICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CORRECTION OF TYPOGRAPHICAL ERRORS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING AN EFFECTIVE DATE.

Appropriation Code:

Requirements:

Ordinance

Cost:

Attachments:

1. LDC-25-03 Ordinance with Exhibit A (Redline Version) v4
2. LDC-25-03 Planning Commission Review
3. LDC-25-03 Business Impact Estimate v2

ORDINANCE

AN ORDINANCE OF THE CITY OF TEMPLE TERRACE, FLORIDA, AMENDING THE TEMPLE TERRACE LAND DEVELOPMENT CODE, AS AMENDED, BY AMENDING SECTIONS 12-40 DEFINITIONS, 12-922 COMMERCIAL VEHICLE RESTRICTIONS IN RESIDENTIAL DISTRICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CORRECTION OF TYPOGRAPHICAL ERRORS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING AN EFFECTIVE DATE.

Whereas, In January 2016, the City of Temple Terrace ("City") adopted its 2040 Comprehensive Plan which requires that changes to the Land Development Code be consistent with state laws and current planning methods for growth and economic development; and

Whereas, the City's Council finds and determines that it is appropriate to update and revise its Code of Ordinances, specifically Land Development Code Section 12-40 regarding the definition of a commercial vehicle and Section 12-922 regarding commercial vehicle restrictions in residential districts; and

Whereas, On April 13, 2026, the Hillsborough County City-County Planning Commission reviewed the proposed amendments to the Land Development Code for consistency with the City's 2040 Comprehensive Plan and found that the proposed amendments are consistent with the City's 2040 Comprehensive Plan; and

Whereas, the City finds that this ordinance is in the best interest of public health, safety, and welfare, and that it is necessary to amend certain sections in Chapter 12 to be consistent with the intent of the Land Development Code; and

Whereas, the City Council held a public hearing and first reading of this ordinance on August 4, 2026, and held a second public hearing and second reading of the ordinance on August 17, 2026, to consider public comment on the proposed amendments to the ordinance; and

Whereas, after due consideration, the Mayor and City Council have determined that the proposed amendments as set forth herein and are attached hereto, Exhibit "A" are in compliance with all constitutional and other legal requirements, are consistent with the applicable policies of the City's adopted 2040 Comprehensive Plan, and are in the public interest.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA THAT:

Section 1. The modifications to the City Code of Ordinances amending Chapter 12, Land Development Code, Sections 12-40 titled "Definitions" and 12-922 titled "Commercial Vehicle Restrictions in Residential Districts," as attached hereto as Exhibit A, are approved and adopted.

Section 2. If any part of this ordinance is declared invalid by a court of competent jurisdiction, such part or parts shall be severable, and the remaining part or parts hereof shall continue to be in full force and effect.

Section 3. All ordinances or parts of ordinances not specifically in conflict herewith are hereby continued in full force and effect, but all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. That the provisions of this ordinance may be renumbered or re-lettered to accomplish such intention. The City Clerk is given authority to correct scriveners' errors, such as incorrect Code cross references, grammatical, typographical, misspellings, and similar errors when codifying this ordinance.

Section 5. That this ordinance shall become effective upon adoption.

Passed and adopted by the City Council of the City of Temple Terrace, this 17th day of August 2026.

(Corporate Seal)



X

Andrew Ross, Mayor
Chair of the City Council

Attest:

X

Lynda Sader
City Clerk

Approved As To Form & Content:

X

Ernest Mueller
City Attorney

EXHIBIT A

Redline Version:

Additions indicated with red underlined text.

Deletions indicated with ~~black strike-throughs~~.

Sec. 12-40. - Definitions

~~Commercial vehicle: Any self-propelled or towed vehicle used in commerce to transport passengers (other than the driver) or cargo.~~

Commercial vehicle: Any motorized vehicle or trailer that is designed, used, or intended for the transportation of goods, equipment, or passengers for commercial purposes, financial gain, or as part of a service for hire, a business, an enterprise, or not-for-profit operation.

~~Sec. 12-922. Commercial vehicle restrictions in residential districts.~~

- ~~(a) Except as provided in subsection (b) of this section, all commercial vehicles, including self-propelled vehicles with or without trailers, having a weight class of one ton or more individually, or combined, and all commercial trailers, are prohibited from parking in any residential zoning district (street or lot).~~
- ~~(b) The parking of a commercial vehicle in a residential zoning district (street or lot), is permitted, provided that:~~
 - ~~(1) The commercial vehicle is standing on a temporary basis for the purpose of loading or unloading;~~
 - ~~(2) The commercial vehicle is providing other services common to residential areas;~~
 - ~~(3) The commercial vehicle, or combination of vehicle and trailer, does not exceed a weight class of one ton; or~~
 - ~~(4) The commercial vehicle is parked within a fully enclosed structure and such parking is approved by the city council, after notification is given to adjacent residents and a public hearing is held. (Ord. No. 855, 12-7-1993)~~

~~(Code 2001, § 25.760.10; Ord. No. 855, 12-7-1993)~~

Sec. 12-922. Commercial vehicle restrictions in residential districts.

(a) Motorized commercial vehicle weight classification. This section adopts the following weight classifications based on Gross Vehicle Weight Rating (GVWR) measured in pounds (lbs.).

<u>Class</u>	<u>Minimum GVWR (lbs.)</u>	<u>Maximum GVWR (lbs.)</u>	<u>Examples</u>
<u>1</u>	<u>0</u>	<u>6,000</u>	<u>Most cars, SUVs, small to medium pickup trucks, vans, and similar vehicles.</u>
<u>2</u>	<u>6,001</u>	<u>10,000</u>	<u>Most full-size pickup trucks, vans, and similar vehicles.</u>
<u>3</u>	<u>10,001</u>	<u>14,000</u>	<u>Most heavy-duty/super-duty pickup trucks, vans, and similar vehicles.</u>
<u>4 & above</u>	<u>14,001</u>	<u>& greater</u>	<u>Vehicles with a GVWR greater than 14,000 lbs.</u>
<u>Source: Federal Highway Administration</u>			

(b) Residential zoning district. For the purposes of this section, "residential zoning district" shall include single-family residential zoning districts, multi-family residential zoning districts, and planned development zoning districts which include only residential dwellings.

(c) General prohibition. Aside from approved exceptions included in this section, the following vehicles are prohibited from parking in any residential zoning district (street or lot):

- (1) Motorized commercial vehicles with a class 3 weight rating or greater, and trailers defined as commercial vehicles pursuant to Section 12-40;
- (2) Commercial vehicles, regardless of weight classification, modified with equipment racks, service beds, or other service equipment mounted to the exterior or open bed area of the vehicle;
- (3) Box trucks, step-vans, walk-ins, panel trucks, food trucks, and similar vehicles;
- (4) Tow trucks, boom trucks, crane trucks, bucket trucks, and similar modified vehicles; and
- (5) Motorized heavy equipment that is designed for earth-moving, land-clearing, construction, or farming.

(d) Exceptions. Parking a commercial vehicle in a residential zoning district (street or lot) is permitted pursuant to the following exceptions:

- (1) Commercial vehicle is standing or parked on a temporary basis and is actively loading or unloading, or is in the process of actively providing services for hire in the immediate area.
- (2) Commercial vehicle is a class 3 pickup truck or cargo van parked on a lot within a residential zoning district and is not modified with equipment racks, service beds, or other service equipment mounted to the exterior or open bed area of the vehicle. Only two such class 3 vehicles per lot are permitted.
- (3) Commercial vehicle is fully enclosed in a garage or similar structure and such parking is approved by City Council after notification is given to adjacent residents and a public hearing is held.

(e) Markings on vehicles. For the purpose of this section, exterior business markings on vehicles, which include the business name, address, contact information, tagline, slogan, logo, or other business related text and graphics, are not considered modifications prohibited by this section.

(Code 2001, § 25.760.10; Ord. No. 855, 12-7-1993)



Hillsborough County City-County Planning Commission

April 13, 2026

City of Temple Terrace: Land Development Code (LDC) Text Amendment - Sec 12-40 and 12-922 Commercial Vehicles

Presenter:

Krista Kelly, Kellyk@plancom.org, 813-803-9328

Alyssa Livingstone, Temple Terrace Senior Planner

Summary:

The proposed publicly initiated text amendment to the City of Temple Terrace's Code of Ordinances updates Commercial Vehicles LDC Section 12-40 and 12-922. The proposed amendment seeks to revise the definition of a Commercial Vehicle in Section 12-40 Definitions, and Section 12-922 related to commercial vehicle restrictions in residential districts, including the addition of a Vehicle Weight Classification Table. The purpose of this change is to strengthen and clarify the regulations related to Commercial Vehicles.

Planning Commission staff reviewed the proposed Land Development Code Amendment and found it consistent with Land Use Objective 8.5 and Policy 8.5.3, which require that development approvals must meet or exceed the Land Development Code standards and requirements. Additionally, Land Use Policy 2.1.1 supports the LDC amendment by prioritizing the protection of stable residential neighborhoods from incompatible land uses and blighting influences.

The Planning Commission is required to review Land Development Regulations for consistency with the adopted Temple Terrace Comprehensive Plan in accordance with Chapter 163.3194(2) Florida Statutes, and Chapter 97-351 Laws of Florida, and provide findings to the Temple Terrace City Council.

Recommended Action:

Staff recommends that the Planning Commission approve the attached resolution, finding the proposed Land Development Code Text Amendment changes and language implementing the Commercial Vehicles LDC Sec. 12-40 and 12-922 **CONSISTENT** with the *Temple Terrace Comprehensive Plan*, and forward this recommendation to the Temple Terrace City Council.

Attachments:

Resolution, Temple Terrace Cover Memo with Text Amendment attached.



Plan Hillsborough
planhillsborough.org
planner@plancom.org
813 - 272 - 5940
601 E Kennedy Blvd
18th floor
Tampa, FL, 33602



**Hillsborough County
City-County
Planning Commission**

Resolution: City of Temple Terrace Land Development Code Text Amendment – Commercial Vehicles LDC Section 12-40 and 12-922

April 13, 2026

WHEREAS, the Hillsborough County City-County Planning Commission developed a Comprehensive Plan for the City of Temple Terrace, pursuant to the provisions of Chapter 163, Florida Statutes, which was originally adopted by the Temple Terrace City Council on January 19, 2016, as amended; and

WHEREAS, the Hillsborough County City-County Planning Commission received a publicly initiated LDC text amendment; and

WHEREAS, the Hillsborough County City-County Planning Commission staff reviewed the proposed LDC Amendment to Section 12-40 and 12-922 regarding Commercial Vehicles; and

WHEREAS, the Hillsborough County City-County Planning Commission reviewed the City of Temple Terrace Land Development Code Text Amendment related to Commercial Vehicles, considered all relevant information, including the adopted goals, objectives, and policies of the Temple Terrace Comprehensive Plan, as follows:

Land Development Code

LU Objective 8.5: All development approvals shall be consistent with the development regulations and timeframe outlined in Chapter 163, Florida Statutes.

LU Policy 8.5.3: Developments will meet or exceed the requirements of all Land Development Code as established and adopted by the City of Temple Terrace, the State of Florida and the federal government unless such requirements have been previously waived by those governmental bodies.

Residential Development

LU Policy 2.1.1: Protect stable residential neighborhoods from incompatible land uses; blighting influences; and the impacts of infill, redevelopment, and new development.

WHEREAS, Planning Commission staff determined that the City of Temple Terrace Land Development Code Text Amendment related to Commercial Vehicles is consistent with the goals, objectives, and policies of the *Temple Terrace Comprehensive Plan*.

NOW, THEREFORE, BE IT RESOLVED, that the Hillsborough County City-County Planning Commission finds the City of Temple Terrace Land Development Code Text Amendment related to Commercial Vehicles **CONSISTENT** with the *Temple Terrace Comprehensive Plan* and forwards it to the Temple Terrace City Council for approval.

The above resolution for the City of Temple Terrace Land Development Code Text Amendment related to Commercial Vehicles was adopted by the Planning Commission on April 13, 2026.

By motion of Commissioner Linkous, Ph.D., AICP
Seconded by Commissioner Jemison

Commissioner Bowden	Aye
Commissioner Cardenas	Aye
Commissioner Cona	Absent
Commissioner Jemison	Aye
Commissioner Joseph, Ph.D., Chair	Aye
Commissioner Kugler	Absent
Commissioner Linkous, Ph.D., AICP	Aye
Commissioner Louk, Vice Chair	Absent
Commissioner Sieben, Member-at-Large	Absent
Commissioner Sienk	Aye

DocuSigned by:

63DCAB39B571461
Commissioner Joseph, Ph.D., Chair

DocuSigned by:

944A2D6F0DB0485...
Melissa Zornitta, FAICP
Executive Director

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Editor's notes:

Additions indicated with red underlined text.

Deletions indicated with ~~black strike-throughs~~.

Sec. 12-40. - Definitions

Commercial vehicle: Any self-propelled or towed vehicle used in commerce to transport passengers ~~(other than the driver)~~ or cargo.

Commercial vehicle: Any motorized vehicle or trailer that is designed, used, or intended for the transportation of goods, equipment, or passengers for commercial purposes, financial gain, or as part of a service for hire, a business, an enterprise, or not-for-profit operation.

Sec. 12-922. Commercial vehicle restrictions in residential districts.

- ~~(a) Except as provided in subsection (b) of this section, all commercial vehicles, including self-propelled vehicles with or without trailers, having a weight class of one ton or more individually, or combined, and all commercial trailers, are prohibited from parking in any residential zoning district (street or lot).~~
- ~~(b) The parking of a commercial vehicle in a residential zoning district (street or lot), is permitted, provided that:~~
 - ~~(1) The commercial vehicle is standing on a temporary basis for the purpose of loading or unloading;~~
 - ~~(2) The commercial vehicle is providing other services common to residential areas;~~
 - ~~(3) The commercial vehicle, or combination of vehicle and trailer, does not exceed a weight class of one ton; or~~
 - ~~(4) The commercial vehicle is parked within a fully enclosed structure and such parking is approved by the city council, after notification is given to adjacent residents and a public hearing is held. (Ord. No. 855, 12-7-1993)~~

(Code 2001, § 25.760.10; Ord. No. 855, 12-7-1993)

Sec. 12-922. Commercial vehicle restrictions in residential districts.

(a) Motorized commercial vehicle weight classification. This section adopts the following weight classifications based on Gross Vehicle Weight Rating (GVWR) measured in pounds (lbs.).

<u>Class</u>	<u>Minimum GVWR (lbs.)</u>	<u>Maximum GVWR (lbs.)</u>	<u>Examples</u>
<u>1</u>	<u>0</u>	<u>6,000</u>	<u>Most cars, SUVs, small to medium pickup trucks, vans, and similar vehicles.</u>
<u>2</u>	<u>6,001</u>	<u>10,000</u>	<u>Most full-size pickup trucks, vans, and similar vehicles.</u>
<u>3</u>	<u>10,001</u>	<u>14,000</u>	<u>Most heavy-duty/super-duty pickup trucks, vans, and similar vehicles.</u>
<u>4 & above</u>	<u>14,001</u>	<u>& greater</u>	<u>Vehicles with a GVWR greater than 14,000 lbs.</u>
<u>Source: Federal Highway Administration</u>			

(b) Residential zoning district. For the purposes of this section, "residential zoning district" shall include single-family residential zoning districts, multi-family residential zoning districts, and planned development zoning districts which include only residential dwellings.

(c) General prohibition. Aside from approved exceptions included in this section, the following vehicles are prohibited from parking in any residential zoning district (street or lot):

- (1) Motorized commercial vehicles with a class 3 weight rating or greater, and trailers defined as commercial vehicles pursuant to Section 12-40;
- (2) Commercial vehicles, regardless of weight classification, modified with equipment racks, service beds, or other service equipment mounted to the exterior or open bed area of the vehicle;
- (3) Box trucks, step-vans, walk-ins, panel trucks, food trucks, and similar vehicles;
- (4) Tow trucks, boom trucks, crane trucks, bucket trucks, and similar modified vehicles; and
- (5) Motorized heavy equipment that is designed for earth-moving, land-clearing, construction, or farming.

(d) Exceptions. Parking a commercial vehicle in a residential zoning district (street or lot) is permitted pursuant to the following exceptions:

- (1) Commercial vehicle is standing or parked on a temporary basis and is actively loading or unloading, or is in the process of actively providing services for hire in the immediate area.
- (2) Commercial vehicle is a class 3 pickup truck or cargo van parked on a lot within a residential zoning district and is not modified with equipment racks, service beds, or other service equipment mounted to the exterior or open bed area of the vehicle. Only two such class 3 vehicles per lot are permitted.
- (3) Commercial vehicle is fully enclosed in a garage or similar structure and such parking is approved by City Council after notification is given to adjacent residents and a public hearing is held.

(e) Markings on vehicles. For the purpose of this section, exterior business markings on vehicles, which include the business name, address, contact information, tagline, slogan, logo, or other business related text and graphics, are not considered modifications prohibited by this section.

(Code 2001, § 25.760.10; Ord. No. 855, 12-7-1993)

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Title of Ordinance: AN ORDINANCE OF THE CITY OF TEMPLE TERRACE, FLORIDA, AMENDING THE TEMPLE TERRACE LAND DEVELOPMENT CODE, AS AMENDED, BY AMENDING SECTIONS 12-40 DEFINITIONS, 12-922 COMMERCIAL VEHICLE RESTRICTIONS IN RESIDENTIAL DISTRICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CORRECTION OF TYPOGRAPHICAL ERRORS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING AN EFFECTIVE DATE. AN ORDINANCE OF THE CITY OF TEMPLE TERRACE, FLORIDA, AMENDING THE TEMPLE TERRACE LAND DEVELOPMENT CODE, AS AMENDED, BY AMENDING SECTIONS 12-40 DEFINITIONS, 12-861 FENCES, WALLS, AND HEDGES, AND 12-128 NONCONFORMING FENCES AND WALLS ON RESIDENTIAL PROPERTY; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CORRECTION OF TYPOGRAPHICAL ERRORS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Temple Terrace is of the view that a business impact estimate is not required by state law for the proposed ordinance, but the City of Temple Terrace is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted herein may apply, the City of Temple Terrace hereby publishes the following information.

1. Summary of the proposed ordinance (must include a statement of public purpose, such as serving the public health, safety, morals and welfare):

The proposed ordinance will amend section 12-40, Definitions, and Section 12-922, Commercial vehicle restrictions in residential districts, of the City's Land Development Code. The proposed amendments will update the City's definition of commercial vehicles and provide clear and specific standards for parking a commercial vehicle in a residential zoning district.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Temple Terrace, if any:

This ordinance does not propose a direct economic impact on private for-profit businesses in the City of Temple Terrace

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

This update is not anticipated to pose any impacts to local businesses.

4. Additional information the governing body deems useful (if any):

No additional information.

/// END ///

Item Cover Page

City Council Item Report

Date: August 4, 2026

From: Karmen Pitts, Executive Assistant

Item Type: Ordinance

Subject: Public Hearing and First Reading of an Ordinance Amending Code Section 12-834 Drainage Systems

Presenter: Jason Warrenfeltz, Public Works Director

Recommendation:

It is recommended that City Council approve the first reading of an Ordinance Amending Section 12-834 Drainage Systems, and schedule a public hearing and second reading on August 17, 2026.

Discussion:

The City of Temple Terrace reviews site plans that include stormwater management systems, drainage infrastructure, roadways, and supporting engineering reports. Through the review of numerous site plans and drainage reports, as well as discussions with design engineers, the City identified the need for revisions to the Land Development Code. These revisions are intended to clarify existing requirements and establish additional design standards to provide engineers with more comprehensive guidance for the design and construction of stormwater management systems, including associated pipes, ponds, and roadways. By improving the clarity and consistency of these standards, the updated Code will provide the reasonable assurance necessary to protect public safety, minimize flooding, preserve public infrastructure, and promote compliance with City requirements. Collectively, these revisions establish a best management practice by providing more complete and consistent guidance for the preparation of development design reports.

The amendments to Section 12-834 of the City Code of Ordinances are being proposed:

1. To provide for clarification of standards for drainage systems to ensure adequate stormwater collection, conveyance, and long-term performance within the roadway system;
2. To align Code language with current operational practices to clarify basin mapping and dynamic modeling standards and establish storm sewer design criteria;

3. To strengthen public health, safety, and enforcement authority by requiring minimum roadway to water table separation and specifying the use of a FDOT type II underdrain where applicable.

Upon approval of on first reading, a public hearing and second reading of the ordinance will be held on August 17, 2026.

Resolution/Ordinance Information:

AN ORDINANCE OF THE CITY OF TEMPLE TERRACE, FLORIDA, AMENDING SECTION 12-834 OF THE CITY CODE OF ORDINANCES; PROVIDING FOR CLARIFICATION OF STANDARDS FOR DRAINAGE SYSTEMS; REVISING THE TEXT TO ENSURE ADEQUATE STORMWATER COLLECTION, CONVEYANCE, AND LONG-TERM PERFORMANCE WITHIN THE ROADWAY SYSTEM; STRENGTHENING TECHNICAL SUBMITTAL REQUIREMENTS; CLARIFYING BASIN MAPPING AND DYNAMIC MODELING STANDARDS; ESTABLISHING STORM SEWER DESIGN CRITERIA; REQUIRING MINIMUM ROADWAY-TO WATER TABLE SEPARATION AND SPECIFYING USE OF A FDOT TYPE II UNDERDRAIN WHERE APPLICABLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR THE CORRECTION OF SCRIVENERS' ERRORS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

Appropriation Code:

Requirements:

Ordinance

Cost:

Attachments:

1. Ordinance - LDC Sec 12-834R1 v3
2. Exhibit A - Sec 12-834R1
3. Business Impact Estimate - Sec 12-834

ORDINANCE

AN ORDINANCE OF THE CITY OF TEMPLE TERRACE, FLORIDA, AMENDING SECTION 12-834 OF THE CITY CODE OF ORDINANCES; PROVIDING FOR CLARIFICATION OF STANDARDS FOR DRAINAGE SYSTEMS; REVISING THE TEXT TO ENSURE ADEQUATE STORMWATER COLLECTION, CONVEYANCE, AND LONG-TERM PERFORMANCE WITHIN THE ROADWAY SYSTEM; STRENGTHENING TECHNICAL SUBMITTAL REQUIREMENTS; CLARIFYING BASIN MAPPING AND DYNAMIC MODELING STANDARDS; ESTABLISHING STORM SEWER DESIGN CRITERIA; REQUIRING MINIMUM ROADWAY-TO WATER TABLE SEPARATION AND SPECIFYING USE OF A FDOT TYPE II UNDERDRAIN WHERE APPLICABLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR THE CORRECTION OF SCRIVENERS' ERRORS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

Whereas, in January 2016, the City of Temple Terrace ("City") adopted its 2040 Comprehensive Plan which requires that changes to the Land Development Code be consistent with state laws and current planning methods for growth and economic development; and

Whereas, on April 13, 2026, the Hillsborough County City-County Planning Commission reviewed the proposed amendments to the Land Development Code for consistency with the City's 2040 Comprehensive Plan and found that the proposed amendments are consistent; and

Whereas, the City Council finds that it is appropriate to update and revise Land Development Code Section 12-834 relating to Drainage systems; and

Whereas, amendments in this proposed ordinance were made to clarify standards for Drainage systems; and

Whereas, the City Council held a public hearing and first reading of the Ordinance at its August 4, 2026 regular meeting, and held a second public hearing and second reading of the Ordinance at its August 17, 2026 regular meeting to consider public comment on the application and Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA THAT:

Section 1. The amendments to the City Code of Ordinances amending Chapter 12, Land Development Code Section 12-834 titled Drainage systems, as attached hereto, are approved and adopted.

Section 2. If any part of this Ordinance is declared invalid by a court of competent jurisdiction, such part or parts shall be severable, and the remaining part or parts hereof shall continue to be in full force and effect.

Section 3. All ordinances or parts of ordinances not specifically in conflict herewith are hereby continued in full force and effect, but all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. The provisions of this Ordinance may be renumbered or re-lettered to accomplish such intention. The City Clerk is given authority to correct scriveners' errors, such as incorrect Code cross references, grammatical, typographical, misspellings, and similar errors when codifying this Ordinance.

Section 5. The provisions of this ordinance shall become and be made a part of the Temple Terrace Code of Ordinances, and the sections of this ordinance may be renumbered to accomplish this end.

Section 6. That this Ordinance shall become effective immediately upon adoption.

Passed and adopted by the City Council of the City of Temple Terrace, Florida, this 17th day of August 2026.

(Corporate Seal)



X

Andrew Ross, Mayor
Chair of the City Council

Attest:

X

Lynda Sader
City Clerk

Approved As To Form & Content:

X

Ernest Mueller
City Attorney

Deletions are indicated as black strikethrough and additions are indicated in red underline.

Sec. 12-834. Drainage systems.

- (a) *Plan submittal.* The following plans and information, prepared, signed, dated, and sealed by a Florida-registered engineer shall be submitted for the proposed drainage system:
- (1) A designated number of ~~Five (5)~~ sets of drawings (paper and digital PDF), as determined by the City, including:
 - a. A detailed site plan including a general location map and the location of all existing and proposed pavement and structures.
 - b. Construction plans of sufficient detail to indicate compliance with this section and to enable construction with minimal interpretations by a contractor. Data should include existing and proposed conduits, inlets, manholes, pipe sizes and slopes, invert elevations, and retention/detention basins.
 - c. Established drainage areas, acreage and boundaries of proposed drainage areas, and sufficient elevations to delineate said drainage areas.
 - (2) A designated number of ~~Two (2)~~ sets of supplemental data (paper and digital PDF), as determined by the City, including:
 - a. Topographic maps of the site and all adjacent contributing areas before and after the proposed alterations. Pre-development and Post-development basin maps showing the flow path for each time of concentration shall be provided.
 - b. Information regarding the types of soils and groundwater conditions existing on the site.
 - c. General vegetation maps of the site before development and a plan showing the landscaping to be performed as part of the project.
 - d. Design calculations, percolation test results, and seasonal high water determination.
 - e. Separation between roadway subgrade and seasonal high water table, soil infiltration rates and testing data, justification for open basins, floodplain boundaries and FEMA references, safe overflow routing and impacts to adjacent properties, if any.
 - e.f. Additional information necessary for determining compliance with this division as the city engineer may require.
- (b) *Design criteria.* Drainage designs shall be based on the following design criteria unless conditions dictate that such criteria may be modified, or unless more strict requirements are set by other regulatory agencies. Drainage calculations shall be furnished to support proposed drainage features.
- (1) *Water quality.* ~~The drainage system shall provide treatment equivalent to retention, or detention with filtration, or the runoff from the first one inch of rainfall; or as an option for projects with drainage areas less than one hundred (100) acres, the first one-half (½) inch of runoff. Facilities which discharge to Class I waters shall be provided with an approved, workable filter system.~~ Treatment systems shall be designed to meet the stormwater quality treatment criteria specified by the Southwest Florida Water Management District.
 - (2) *Design method.* ~~For drainage areas less than two hundred (200) acres, The drainage system shall be designed by the rational method~~ SCS/NRCS Method (using ICPR unless otherwise approved by the Engineering Department) for modeling areas that have ponds and control structures, except the rational method shall be used for FDOT Storm Drain Tabulations for roadway systems.
 - (3) *Design frequency.* Rainfall data is to be obtained using Florida DOT Zone 6 Rainfall Curves for FDOT Storm Drain Tabulations. For modeling areas that have ponds and control structures, rainfall may be based on SWFWMD charts or NOAA precipitation records. The exception is that for FDOT roadways, FDOT storm data shall be used.

The design frequency shall be:

Facility	Design Frequency
Ditches, cross-drains, storm sewers for external subdivision drainage, <u>detention basins (with an adequate outlet including downstream conditions)</u>	25 year, <u>24-hour rainfall</u>
Ditches, cross-drains, storm sewers within subdivisions	10 year, <u>24-hour rainfall</u>
Retention basins (with no outlet or limited outlet)	100 year, <u>24-hour rainfall</u>
<u>Streets (to be contained within the street or storm sewer)</u>	<u>4 inches/hour rainfall</u>

(4) *Coefficient of runoff* (for the Rational Method used for FDOT Storm Drain Tabulations)

Type Development	Runoff Coefficient
Unimproved areas	0.20
Single-family residential	0.40
Multifamily including apartments	0.60
Commercial	0.90
Paved areas	0.90

(5) *Coefficient of roughness (Manning's coefficient).*

Type	Coefficient
Reinforced concrete pipe	0.012
Concrete box culvert	0.012
Corrugated metal pipe	0.024
Bare earthy ditches	
Maintained	0.03
Not maintained	0.08
Others	To be approved by the city engineer

(6) *Inlets.*

- a. The flow time to the first inlet shall be determined by standard practice, but shall be a minimum of fifteen (15) minutes for storm sewer analysis.
- b. Desirable inlet spacing shall be from four hundred (400) feet to six hundred (600) feet.
- c. Other than at intersections, inlets shall be placed as near as possible to common property line.
- d. Where city standard details are not available, inlets shall conform to state FDOT standards or other appropriate best available standards.

(7) *Manholes.*

- a. Shall be placed at all grade changes and at changes in alignment.
- b. Maximum distance between manholes shall be three hundred (300) feet.
- c. Where city standard details are not available, manholes shall conform to state FDOT standards.
- d. Conflict manholes are not allowed unless provided as part of a design exception. ~~Where it is necessary to allow a sanitary line or other utility to pass through a manhole, inlet or junction box because of no reasonable alternative, the utility shall be ductile iron and shall be located in the upper half of the sewer opening.~~

(8) *Conduits (storm sewers).*

- a. Shall be a minimum of fifteen (15) inches in diameter.
- b. Shall have a minimum velocity of two and one-half (2½) feet per second, and a maximum velocity of ten (10) feet per second.
- c. Minimum clearance between top of pipe bell and bottom of roadway subgrade shall be one-half (½) foot.
- d. Minimum clearance between outside of crossing conduits shall be ~~one-half (½) foot.~~ according to FDEP separation guidance.
- e. Pipe material shall be reinforced concrete, ABS, ~~or corrugated aluminum pipe.~~ or other appropriate pipe material approved by FDOT for the intended purpose, subject to approval by the city engineer.

(9) *Pavement elevation relative to drainage components.*

- a. The bottom of street subgrade shall be at least six (6) inches above seasonal high groundwater elevation. Arterials and collector roadways shall be designed so that the SHGWT is at least three feet below the low edge of pavement.
- b. ~~The low edge of street pavement~~ bottom of the roadway base shall be at least ~~one foot~~ two feet above the seasonal high groundwater table (SHGWT) elevation ~~the applicable design year storm.~~
- c. The low edge of street pavement near a retention and/or detention basin shall be at least one foot above the design high water elevation of said retention and/or detention basin.

(10) *Retention and detention basins.*

- a. Retention basins shall be designed to retain a twenty-four (24) hour, one hundred (100) year frequency rainfall. The post volume of surface discharge shall be less than the pre volume of surface discharge. Outfall capacity conditions shall be described. In a closed basin, where there is no positive outfall, there will be no surface discharge allowed.
- b. Detention basins shall be designed so that the instantaneous peak discharge from the developed site due to a twenty-five (25) year rainfall shall not exceed the instantaneous peak discharge from the undeveloped site due to a (10) ten-year rainfall. Outfall capacity conditions shall be described. For areas where flooding could be expected, the model results shall also include the results for a twenty-four (24) hour, one hundred (100) year frequency rainfall without a downstream increase for the base flood elevation (BFE). Where there is evidence of flooding caused by storms, a higher design standard may be required.
- c. Floodplain compensation must be provided for fill impacts between the SHWT and the BFE, cup-for-cup. This is in addition to the attenuation volume required detention/retention basins. Floodplains must be identified based on the best available information and not limited to FEMA maps.
- ~~d.e.~~ Recovery time for the attenuation volume required for detention/retention basins shall be a maximum of seventy-two (72) hours after the storm event. This is in addition to the storage volume developed for the satisfaction of water quality criteria.
- ~~e.d.~~ An infiltration rate test shall be performed for each one-half (½) acre of basin bottom. The test shall be the Standard Double Ring Infiltration Test or appropriate geotechnical laboratory tests. A safety factor of 2 shall be used in using the infiltration rate so determined.
- ~~f.e.~~ A soil boring shall be taken for each one-half (½) acre of basin bottom, and shall include soil classification and a determination of current water level and seasonal high water table. The soil report shall be included with the drainage calculations.
- ~~g.f.~~ Minimum freeboard for basins shall be one foot between design high water and top of bank.
- ~~h.g.~~ Side slopes of both wet and dry ponds shall be no steeper than four-to-one (4:1) to a point where the depth is two (2) feet below the control elevation. Where these slopes are present, no fencing (or wall) is required. Where slopes are steeper than four-to-one (4:1), the requirements of section 12-1053 shall apply.

- ~~i.h.~~ Retention and/or detention ponds having vertical walls must also be provided with one or more means of ingress and egress for purposes of maintenance and safety. Specific plans for this requirement must be approved by the city engineer.
- ~~j.i.~~ Landscaping and buffering shall be provided as set forth in section 12-1053.
- ~~k.j.~~ Conditions downstream of the outlet control structure shall be such that will enable said outlet control to function as shown on the design calculations.
- ~~l.k.~~ The basin shall be provided with an emergency overflow spillway to control discharge in the event the basin overflows.
- ~~m.l.~~ Inlet-outlet structures shall be designed to prevent silting, erosion and maintenance problems. (Ord. No. 797, 2-4-1992)

(11) *Underdrains.*

- a. Underdrains may be required by the city engineer to facilitate groundwater control during construction and may be left in place. When the use of underdrains is required, the road drainage plans shall include all details necessary to clearly indicate the underdrain construction.
- b. Underdrains are considered to be a permanent control of the groundwater table. The design of the roadway may be based on long-term groundwater level control through the use of underdrains.
- c. A filter fabric envelope shall be used with underdrains and shall be an approved strong, porous nylon, polyester, polypropylene or other fabric approved by the city engineer, which completely covers envelops the underdrain aggregate surface in such a way as to prevent infiltration of surrounding material. The filter envelope shall weigh a minimum of two and one-half (2½) ounces per square yard, shall retain soil particles larger than two hundred twelve (212) microns (no. 70 sieve) and shall pass particles finer than twenty-five (25) microns. When tested in accordance with ASTM D1682, the grab strength (wet) of the filter fabric shall not be less than one hundred (100) pounds and the grab elongation shall not be less than sixty (60) percent. Storage and handling of the filter fabric shall be in accordance with the manufacturer's recommendations. Torn or punctured filter fabric shall not be used. The filter fabric shall not be exposed to sunlight for periods exceeding the manufacturer's recommendations or six (6) weeks, whichever is shorter.
- d. Underdrain pipe shall be of sufficient size (six-inch minimum) to effectively control the flow and sloped at least 0.10 percent. Underdrain pipe shall be concrete, corrugated aluminum, polyvinyl-chloride, corrugated polyethylene or other material approved by the city engineer. ~~Concrete, corrugated aluminum and polyvinyl-chloride~~ Unless otherwise approved, FDOT Type II will be the only underdrain design allowed and shall be in accordance with the state FDOT Standard Specifications for Road and Bridge Construction.

(Code 2001, § 25.745.11; Ord. No. 797, 2-4-1992)

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

AN ORDINANCE OF THE CITY OF TEMPLE TERRACE, FLORIDA, AMENDING SECTION 12-834 OF THE CITY CODE OF ORDINANCES; PROVIDING FOR CLARIFICATION OF STANDARDS FOR DRAINAGE SYSTEMS; REVISING THE TEXT TO ENSURE ADEQUATE STORMWATER COLLECTION, CONVEYANCE, AND LONG-TERM PERFORMANCE WITHIN THE ROADWAY SYSTEM; STRENGTHENING TECHNICAL SUBMITTAL REQUIREMENTS; CLARIFYING BASIN MAPPING AND DYNAMIC MODELING STANDARDS; ESTABLISHING STORM SEWER DESIGN CRITERIA; REQUIRING MINIMUM ROADWAY-TO WATER TABLE SEPARATION AND SPECIFYING USE OF A FDOT TYPE II UNDERDRAIN WHERE APPLICABLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR THE CORRECTION OF SCRIVENERS' ERRORS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Temple Terrace is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City of Temple Terrace is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Temple Terrace hereby publishes the following information.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

AMENDING SECTION 12-834 OF THE CITY CODE OF ORDINANCES PROVIDES FOR CLARIFICATION OF STANDARDS FOR DRAINAGE SYSTEMS AND IMPROVES PUBLIC HEALTH, SAFETY AND WELFARE.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Temple Terrace, if any:

AMENDING SECTION 12-834 DOES NOT CAUSE ANY SIGNIFICANT ECONOMIC IMPACT AND MAY IN-FACT REDUCE TIME AND COSTS ASSOCIATED WITH PERMITTING.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

AMENDING SECTION 12-834 IS INTENDED TO IMPACT ALL DRAINAGE RELATED DESIGNS WITHIN THE CITY OF TEMPLE TERRACE.

4. Additional information the governing body deems useful (if any):

Item Cover Page

City Council Item Report

Date: August 4, 2026

From: Karmen Pitts, Executive Assistant

Item Type: Ordinance

Subject: Public Hearing and First Reading of an Ordinance Amending Code Section 12-921 Driveways Regulations

Presenter: Jason Warrenfeltz, Public Works Director

Recommendation:

It is recommended that City Council approve the first reading of an Ordinance Amending LDC Section 12-921 Driveways Regulations, and schedule a public hearing and second reading on August 17, 2026.

Discussion:

The City of Temple Terrace receives Right-of-Way Use Permit applications for the installation of residential driveways. Through the review of numerous permit applications, discussions with homeowners and contractors, and observations of failed inspections, the City identified the need for revisions to the driveway requirements. These revisions are intended to provide clearer guidance on driveway design and construction, helping homeowners and contractors submit more complete permit applications and construct safer, code-compliant driveways. Overall, the revisions establish a best management practice by providing comprehensive design standards that improve the quality, consistency, and compliance of driveway installations.

The amendments to Section 12-921 of the City Code of Ordinances are being proposed:

1. To provide for clarification of standards for off-street parking and driveway requirements.
2. To revise code language regarding different elements of the installation of driveways.
3. To adopt the Hillsborough County typical detail drawing as a reference.

If approved on first reading, the ordinance will be scheduled for a public hearing and second reading on August 17, 2026.

Resolution/Ordinance Information:

AN ORDINANCE OF THE CITY OF TEMPLE TERRACE, FLORIDA, AMENDING SECTION 12-921 OF THE CITY CODE OF ORDINANCES; PROVIDING FOR CLARIFICATION OF STANDARDS FOR OFF-STREET PARKING AND DRIVEWAY REQUIREMENTS; REVISING THE TEXT REGARDING DIFFERENT ELEMENTS OF THE INSTALLATION OF DRIVEWAYS; MORE SPECIFICALLY, PROVIDING CLARIFICATION REGARDING SECURING BLOCK PAVERS, SIGHT DISTANCE, REDUCING IMPACTS FROM TREE ROOTS, SIDEWALK SLOPES AND THE PROTECTION OF UTILITIES; ADOPTING THE HILLSBOROUGH COUNTY TYPICAL DETAIL DRAWING AS A REFERENCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR THE CORRECTION OF SCRIVENERS' ERRORS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

Appropriation Code:

Requirements:

Ordinance

Cost:

Attachments:

1. Ordinance - LDC Sec 12-921R1 v3
2. Exhibit A - Sec 12-921R1
3. Business Impact Estimate - Sec 12-921

ORDINANCE

AN ORDINANCE OF THE CITY OF TEMPLE TERRACE, FLORIDA, AMENDING SECTION 12-921 OF THE CITY CODE OF ORDINANCES; PROVIDING FOR CLARIFICATION OF STANDARDS FOR OFF-STREET PARKING AND DRIVEWAY REQUIREMENTS; REVISING THE TEXT REGARDING DIFFERENT ELEMENTS OF THE INSTALLATION OF DRIVEWAYS; MORE SPECIFICALLY, PROVIDING CLARIFICATION REGARDING SECURING BLOCK PAVERS, SIGHT DISTANCE, REDUCING IMPACTS FROM TREE ROOTS, SIDEWALK SLOPES AND THE PROTECTION OF UTILITIES; ADOPTING THE HILLSBOROUGH COUNTY TYPICAL DETAIL DRAWING AS A REFERENCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR THE CORRECTION OF SCRIVENERS' ERRORS; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

Whereas, in January 2016, the City of Temple Terrace ("City") adopted its 2040 Comprehensive Plan which requires that changes to the Land Development Code be consistent with state laws and current planning methods for growth and economic development; and

Whereas, on March 9, 2026, the Hillsborough County City-County Planning Commission reviewed the proposed amendments to the Land Development Code for consistency with the City's 2040 Comprehensive Plan and found that the proposed amendments are consistent; and

Whereas, amendments in this proposed ordinance were made to clarify standards for off-street parking and driveway requirements; and

Whereas, the City Council finds that it is appropriate to update and revise Land Development Code Section 12-921 relating to off-street parking and driveway requirements; and

Whereas, the City Council held a public hearing and first reading of the Ordinance at its August 4, 2026 regular meeting, and held a second public hearing and second reading of the Ordinance at its August 17, 2026 regular meeting to consider public comment on the application and Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA THAT:

Section 1. The amendments to the City Code of Ordinances amending Chapter 12, Land Development Code Section 12-921 titled Off-street parking and driveway requirements, as attached hereto, are approved and adopted.

Section 2. If any part of this Ordinance is declared invalid by a court of competent jurisdiction, such part or parts shall be severable, and the remaining part or parts hereof shall continue to be in full force and effect.

Section 3. All ordinances or parts of ordinances not specifically in conflict herewith are hereby continued in full force and effect, but all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. The provisions of this Ordinance may be renumbered or re-lettered to accomplish such intention. The City Clerk is given authority to correct scriveners' errors, such as incorrect Code cross references, grammatical, typographical, misspellings, and similar errors when codifying this Ordinance.

Section 5. The provisions of this ordinance shall become and be made a part of the Temple Terrace Code of Ordinances, and the sections of this ordinance may be renumbered to accomplish this end.

Section 6. That this Ordinance shall become effective immediately upon adoption.

Passed and adopted by the City Council of the City of Temple Terrace, Florida, this 17th day of August 2026.

(Corporate Seal)



X

Andrew Ross, Mayor
Chair of the City Council

Attest:

X

Lynda Sader
City Clerk

Approved As To Form & Content:

X

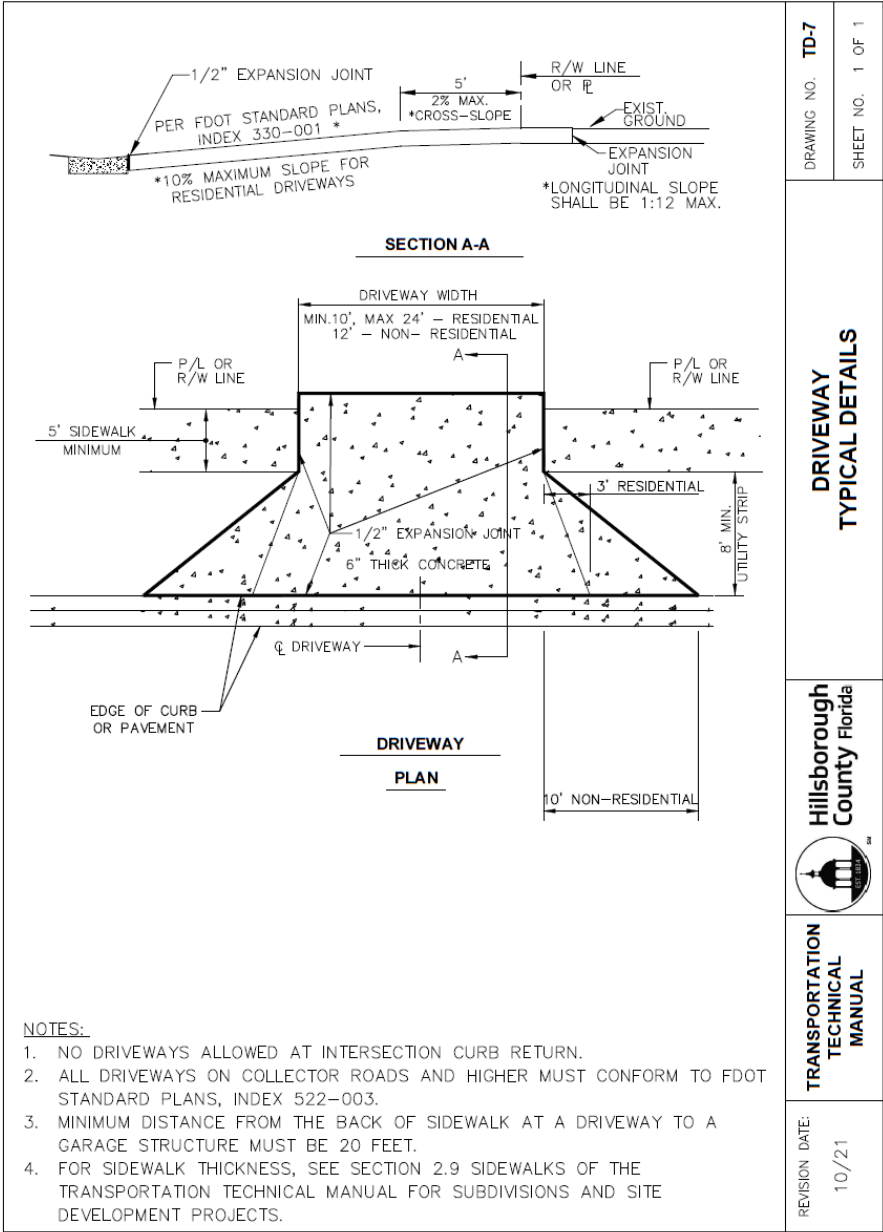
Ernest Mueller
City Attorney

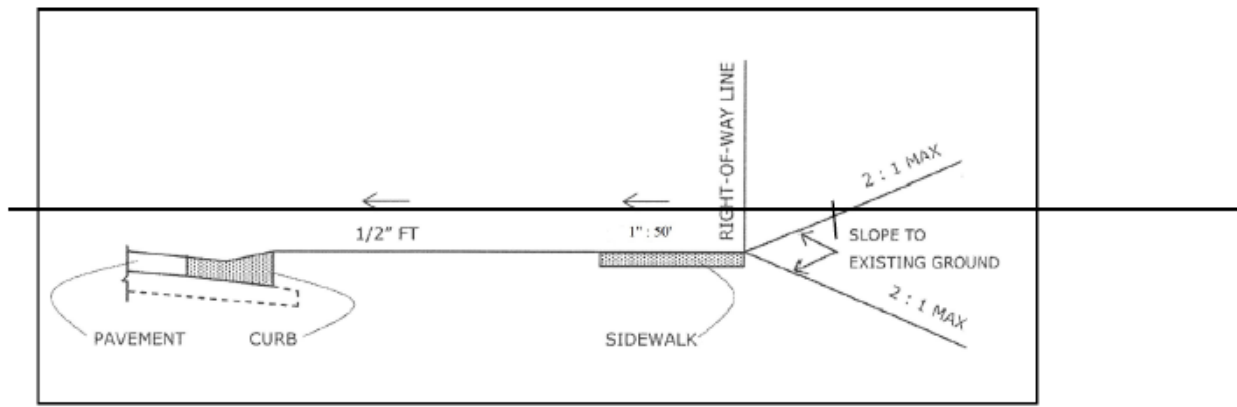
Deletions are indicated as black ~~strikerthrough~~ and additions are indicated in red underline.

Sec. 12-921. Off-street parking and driveway requirements.

- (a) Except as provided in sections 12-859 and 12-923, all noncommercial vehicles may be parked only under the following conditions; otherwise, they are prohibited from residentially zoned districts.
- (b) All vehicles shall be parked on a permanent driveway. All driveways installed, altered, changed, replaced, or extended after the effective date of this section shall require a building permit and shall meet the following requirements. Vehicles shall be parked on a permanent, durable, stabilized and dustless surface meeting the following requirements:
 - (1) *Driveway materials allowed on private property.*
 - a. A hard, all-weather-surfaced driveway which shall consist of concrete, asphalt, brick, paving stones, block pavers such as turf block or comparable material or other similar hard surface material contained by a uniform border material to create a neat and orderly appearance.
 - b. If recycled or crushed asphalt, or other loose material is used, it shall be bordered, packed in and rolled for compaction and stabilization. If gravel ~~or shells~~ is used it shall be bordered to avoid overflow into the right-of-way. In addition, the border must be raised, decorative and heavy duty so as to be anchored and fixed in place. Landscaping may be an exception to the uniform border requirement as long as it secures the driveway.
 - c. For the use of block pavers, an acceptable edge restraining material is required.
 - (2) *Driveway standards.*
 - a. Driveway additions must be adjoined to an existing driveway that provides access to a garage, carport or other approved parking area. Driveways shall be designed so that stormwater will not flow from the street into the driveway.
 - b. Driveways must remain clear and unobstructed by any structural elements or vegetation. Adequate sight distance shall be provided.
 - c. Failure to adequately maintain driveways, resulting in a nuisance or unsafe condition for pedestrians, ~~wheelchairs~~, cyclists, or motor vehicles, shall be considered a violation of this Code. For new or replacement driveways, all tree roots shall be removed to minimum depth of six (6) inches below the base of the proposed driveway surface material.
 - d. Driveway apron design between the property line and edge of pavement in the right-of-way requires the following concrete aprons as follows, unless a paver waiver is provided:
 - 1. Ninety-eight (98) percent compaction (98% of the maximum dry density).
 - 2. Three thousand (3,000) PSI concrete.
 - 3. Wire mesh (six (6) by six (6) to ten (10) by ten (10)) or concrete fiber in apron.
 - 4. Driveway to have ~~four-inch~~ six-inch thickness at for the sidewalk as part of the apron.
 - 5. Driveway to have six-inch thickness in right-of-way and apron.
 - 6. Sidewalk part of the apron will have a ~~1":50'~~ 1 ft:50 ft (2% maximum) cross slope to comply with ADA requirements. Tie-in transitions between the apron (or block pavers) and the sidewalk on each side shall be 1 ft:20 ft. (5% maximum) slope and shall be the responsibility of the property owner who is having the driveway installed. The contractor or property owner shall be required to make arrangements for two inspections, a rough-in inspection and a final inspection.

- 7. Apron will have more than one-half inch per foot slope low side adjacent to curb and edge of pavement ~~and will call across driveway~~ with the apron being at least six (6) inches higher than the edge of pavement at or near the right-of-way/property line.
- 8. The Contractor or Property Owner must call 811 before construction to have all utilities marked. The contractor or property owner remain responsible having utilities relocated where needed. Maximum 2:1 slope to existing ground from the property line to the sidewalk or first five (5) as measured from the property line to edge of pavement of the street.
- 9. The Hillsborough County Drawing No. TD-7 is adopted for reference.





Source: City of Temple Terrace Driveway Detail Sheet, Building Department

(3) *Driveway access.*

- a. A driveway access point shall be located as far from an intersection as the lot size permits when the property abuts an intersection of rights-of way.
- b. Driveways shall be located no closer than three (3) feet from the property line, except where the driveway meets the right-of-way.
- c. All driveways shall be designed and maintained to provide for adequate sight lines so as to permit safe access to and from the properties served. The sight lines must remain clear and unobstructed by any structural elements or vegetation.
- d. The minimum driveway width on properties shall be ten (10) feet.
- e. In single family zoning districts, the maximum width of a driveway between at the front property line is 24 feet per driveway, and the street curb shall not occupy more than twenty-five (25) Driveways may occupy up to twenty-five (25) percent of the lot width for the purpose of reducing on-street parking. for purposes of allowing a greater area for on-street parking and reducing the distance pedestrians have to cross on the sidewalk. The driveway may become wider once it is on the property, but not to exceed the allowed percent impervious area, for vehicles to be parked on private property.
- f. Driveways fronting on cul-de-sacs or similar road layouts may be constructed up to 24 feet in width regardless of the lot width at the property line, however the driveway separation from the adjoining interior property line must be at least 3 feet and no portion of the driveway shall encroach upon frontage of the adjacent property.

- (4) *Alternative driveway design.* Alternative driveway designs, standards, and administrative waivers of this section may be approved by the city manager or designee in unique circumstances due to existing nonconformities or in cases where another government entity has different design standards for the driveway and/or connection to a county or state street.

(5) Nonconformities. Nonconformities must be addressed when driveways are altered.

(Code 2001, § 25.760.2; Ord. No. 1034, 12-5-2000; Ord. No. 1087, 4-1-2003; Ord. No. 1424, § 1(Exh. A), 7-18-2017; Ord. No. 1454, § 1(Exh. A), 6-5-2018)

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

AN ORDINANCE OF THE CITY OF TEMPLE TERRACE, FLORIDA, AMENDING SECTION 12-834 OF THE CITY CODE OF ORDINANCES; PROVIDING FOR CLARIFICATION OF STANDARDS FOR DRAINAGE SYSTEMS; REVISING THE TEXT TO ENSURE ADEQUATE STORMWATER COLLECTION, CONVEYANCE, AND LONG-TERM PERFORMANCE WITHIN THE ROADWAY SYSTEM; STRENGTHENING TECHNICAL SUBMITTAL REQUIREMENTS; CLARIFYING BASIN MAPPING AND DYNAMIC MODELING STANDARDS; ESTABLISHING STORM SEWER DESIGN CRITERIA; REQUIRING MINIMUM ROADWAY-TO WATER TABLE SEPARATION AND SPECIFYING USE OF A FDOT TYPE II UNDERDRAIN WHERE APPLICABLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR THE CORRECTION OF SCRIVENERS' ERRORS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Temple Terrace is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City of Temple Terrace is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Temple Terrace hereby publishes the following information.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

AMENDING SECTION 12-921 OF THE CITY CODE OF ORDINANCES PROVIDES FOR CLARIFICATION OF STANDARDS FOR OFF-STREET PARKING AND DRIVEWAY REQUIREMENTS AND IMPROVES PUBLIC HEALTH, SAFETY AND WELFARE.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Temple Terrace, if any:

AMENDING SECTION 12-921 DOES NOT CAUSE ANY SIGNIFICANT ECONOMIC IMPACT AND MAY IN-FACT REDUCE TIME AND COSTS ASSOCIATED WITH PERMITTING.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

AMENDING SECTION 12-921 IS INTENDED TO IMPACT ALL DRIVEWAY RELATED DESIGNS WITHIN THE CITY OF TEMPLE TERRACE.

4. Additional information the governing body deems useful (if any):

Item Cover Page

City Council Item Report

Date: August 4, 2026

From: Brianne Holacik, Executive Assistant

Item Type: Resolution - Agreement/Contract

Subject: Resolution Accepting Modification No. 1 to Hazard Mitigation Grant Agreements for Fire Stations No. 1 and No. 2 Wind Retrofit Projects

Presenter: Ian Kemp, Fire Chief

Recommendation:

To approve a resolution accepting Modification No. 1 to Hazard Mitigation Grant Agreements DR-4486-012-R and DR-4486-099-R with the Florida Division of Emergency Management (FDEM), accepting revised grant funding for the Fire Station No. 1 and Fire Station No. 2 Wind Retrofit Projects, authorizing the required non-federal match, and authorizing the City Manager to execute the grant modifications.

Discussion:

In May 2023, the City entered into Hazard Mitigation Grant Program (HMGP) agreements with the Florida Division of Emergency Management (FDEM) for wind retrofit improvements at Fire Station No. 1 and Fire Station No. 2. The agreements were accepted by City Council through Resolutions No. 84-23 and 85-23.

Since that time, the City has completed significant wind mitigation improvements at both facilities, including roof and window hardening designed to strengthen the buildings against future hurricane events. During implementation of the projects, it became evident that replacing the existing apparatus bay doors was necessary to fully harden each facility and bring the entire building envelope into compliance with current wind mitigation standards. The City subsequently requested additional Hazard Mitigation Grant Program funding from the Florida Division of Emergency Management to expand the project scope to include installation of hurricane-rated apparatus bay doors at both fire stations.

Modification No. 1 increases the federal funding for Fire Station No. 1 from \$251,717.28 to \$589,247.10, and for Fire Station No. 2 from \$224,335.84 to \$515,637.00, for a combined increase of \$628,830.98. The modified grant agreements also provide 100% federally funded Sub-Recipient Management Costs of \$32,735.95 for Fire Station No. 1 and \$28,646.50 for Fire Station No. 2. The City's required non-federal match increases from \$52,894.79 to \$122,764.90, reflecting the expanded scope of work to include

replacement of the apparatus bay doors. Federal grant funding will be appropriated from Grants Fund Account 125-1521-522.64-21, with the required local match funded through a budget adjustment from Community Investment Tax Reserve Account 160-1521-522.64-21.

Resolution/Ordinance Information:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, ACCEPTING MODIFICATION NO. 1 TO HAZARD MITIGATION GRANT PROGRAM (HMGP) GRANT AGREEMENTS DR-4486-012-R AND DR-4486-099-R WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT; ACCEPTING REVISED GRANT FUNDING FOR WIND RETROFIT IMPROVEMENTS AT FIRE STATIONS NO. 1 AND NO. 2; AUTHORIZING THE REQUIRED NON-FEDERAL MATCH; AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT MODIFICATIONS; PROVIDING AN EFFECTIVE DATE.

Appropriation Code:

160-1521-522.64-21 and 125-1521-522.64-21

Requirements:

Resolution

Cost:

\$122,764.90

Attachments:

1. Resolution-Wind Retrofit Agreement Modification No.1 (Bay Doors)v3
2. 4486-012-R_MOD#1_ForSubrecipientSignature(05-12-26)
3. 4486-099-R_MOD#1_ForSubrecipientSignature(05-12-26)

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, ACCEPTING MODIFICATION NO. 1 TO HAZARD MITIGATION GRANT PROGRAM (HMGP) GRANT AGREEMENTS DR-4486-012-R AND DR-4486-099-R WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT; ACCEPTING REVISED GRANT FUNDING FOR WIND RETROFIT IMPROVEMENTS AT FIRE STATIONS NO. 1 AND NO. 2; AUTHORIZING THE REQUIRED NON-FEDERAL MATCH; AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT MODIFICATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council adopted Resolution Nos. 84-23 and 85-23 accepting Hazard Mitigation Grant Program (HMGP) funding through the Florida Division of Emergency Management (FDEM) for the Fire Station No. 1 and Fire Station No. 2 Wind Retrofit Projects under Grant Agreements DR-4486-012-R and DR-4486-099-R, respectively; and

WHEREAS, the City has completed significant wind mitigation improvements at both fire stations, including roof and window hardening, as part of the original HMGP projects; and

WHEREAS, during implementation of the projects, it was determined that the existing apparatus bay doors did not meet current wind mitigation standards and that replacement of the bay doors was necessary to fully harden each facility and complete the building envelope improvements; and

WHEREAS, the City requested additional HMGP funding from FDEM to expand the scope of the projects to include replacement of the existing apparatus bay doors with hurricane-rated apparatus bay doors; and

WHEREAS, FDEM approved Modification No. 1 to Grant Agreements DR-4486-012-R and DR-4486-099-R, increasing the federal project share for the Fire Station No. 1 Wind Retrofit Project from \$251,717.28 to \$589,247.10, and for the Fire Station No. 2 Wind Retrofit Project from \$224,335.84 to \$515,637.00, for a combined increase of \$628,830.98; and

WHEREAS, the modified grant agreements also provide 100% federally funded Sub-Recipient Management Costs (SRMC) of \$32,735.95 for Fire Station No. 1 and \$28,646.50 for Fire Station No. 2, and increase the City's required non-federal share from \$52,894.79 to \$122,764.90, consistent with the expanded scope of work; and

WHEREAS, the federal grant funding shall be appropriated from Grants Fund Account 125-1521-522.62-41, and the required non-federal share shall be funded from Community Investment Tax Account 160-1521-522.62-41.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, that:

1. That Modification No. 1 to Hazard Mitigation Grant Agreements DR-4486-012-R and DR-4486-099-R between the City of Temple Terrace and the Florida Division of Emergency Management is hereby accepted and approved.

2. That the revised funding provided under Modification No. 1 to Grant Agreements DR-4486-012-R and DR-4486-099-R, together with the City's required non-federal share totaling \$122,764.90, are hereby accepted and approved for the continued implementation of the Fire Station No. 1 and Fire Station No. 2 Wind Retrofit Projects, including replacement of the existing apparatus bay doors with hurricane-rated apparatus bay doors.
3. That the City Manager is hereby authorized to execute Modification No. 1 to Grant Agreements DR-4486-012-R and DR-4486-099-R, together with any related documents necessary to administer and complete the projects.
4. That this Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA,
this 4th Day of August 2026.**

(Corporate Seal)



X

Andrew Ross
Mayor

Attest:

X

Lynda Sader
City Clerk

SUB-RECIPIENT AGREEMENT CHECKLIST
DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Temple Terrace
PROJECT #:	4486-012-R
PROJECT TITLE:	City of Temple Terrace, Fire Station #1/EOC, Wind Retrofit
CONTRACT #:	H0931
MODIFICATION #:	One

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Ian Kemp Fire Chief 124 Bullard Parkway Temple Terrace, Florida 33617

Enclosed is your copy of the proposed contract/modification between **City of Temple Terrace** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☒	This form is required to be included with all Reviews, Approvals, and Submittals
☒	Reviewed and Approved
☒	Signed & Dated Electronic Copy by Official Representative
☒	Copy of the organization's resolution or charter that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☐	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☐	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☒	Attachment L – FACTS - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☐	Attachment M – Foreign County of Concern Affidavit completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☒	Electronic Submittal to the Grant Specialist

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 328-3153 or email me at Ellen.White@yagroup.com.

Contract Number: H0931

Project Number: 4486-012-R

**MODIFICATION TO SUBGRANT AGREEMENT BETWEEN
THE DIVISION OF EMERGENCY MANAGEMENT AND
CITY OF TEMPLE TERRACE**

This Modification Number One is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and City of Temple Terrace ("the Sub-Recipient") to modify Contract Number H0931, dated May 22, 2023 ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hazard Mitigation Grant Program of \$251,717.28 in Federal Funds; and

WHEREAS, the Division and the Sub-Recipient intend to modify the Agreement; and

WHEREAS, the Agreement expired on September 30, 2025; and

WHEREAS, the Division and the Sub-Recipient intend to reinstate and extend the terms of the Agreement, modify the Scope of Work, and increase the Federal Funding by \$342,206.47 under the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is hereby reinstated and extended as though it had never expired.

2. Paragraph 8 of the Agreement is hereby amended to read as follows:

(8) PERIOD OF AGREEMENT

This Agreement shall begin May 22, 2023, and shall end September 30, 2026, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement.

3. The Agreement is amended to increase the Federal Funding by \$342,206.47, for the maximum amount payable under the Agreement to \$593,923.75, (Five Hundred Ninety-Three Thousand Nine Hundred Twenty-Three Dollars and Seventy-Five Cents).

4. The Budget and Scope of Work, Attachment A to this Agreement, is hereby modified as set forth in 1st Revised Attachment A to this modification, a copy of which is attached hereto and incorporated herein by reference.

5. All provisions of the Agreement being modified and any attachments thereto in conflict with Modification shall be and are hereby changed to conform to this Modification, effective as of the date of the last execution of this Modification by both parties.

6. 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.

7. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative closeout report. The ending dates of each quarter of the program year are March 31, June 30, September 30, and December 31.

8. Attachment L - Florida Accountability Contract Tracking System (FACTS) Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes, Instructions and Worksheet is hereby incorporated into the Agreement and is required to be completed by the subrecipient and returned the Division.

IN WITNESS WHEREOF, the parties hereto have executed this modification as of the dates set out below.

SUB-RECIPIENT: CITY OF TEMPLE TERRACE

By: _____

Name and Title: _____

Date: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

Attachment A
(1st Revision)
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide protection to the Fire Station #1/Emergency Operations Center (EOC) building, in Temple Terrace, Hillsborough County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4486-012-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Temple Terrace, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient shall provide wind protection to the Fire Station #1/Emergency Operations Center (EOC) building, located at 124 Bullard Parkway, Temple Terrace, Florida 33617.

The HMGP project scope of work proposes to protect the building envelope by replacing all building openings, including the bay doors, with hurricane impact resistance products and reinforcing the existing roof to withstand the wind speed in the area in accordance with effective code requirements and local standards. Additional project activities include the required removal and replacement of Fire Station bay doors to meet compliance with wind protection standards. Fire Station #1 encompasses Fire Administration, Emergency Medical Services (EMS), and Emergency Operations Center (EOC). Currently, the building envelope is not in compliance with the required wind speed protection in the area. The project shall protect the integrity of the fire station envelope, reduce potential structural, and content damages from future wind events.

Wind protection shall be provided on any other opening such as vents, louvers, and exhaust fans. The project shall conform with the design criteria found in ASCE 7 standards. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specifications.

The project shall provide protection against 155 MPH winds for Risk Category IV buildings and structures, or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

Project Locations:

ID#	Station	Location	Coordinates
1)	Fire Station #1/EOC	124 Bullard Parkway, Temple Terrace, Florida 33617	(28.032858, -82.392245)

TASKS & DELIVERABLES:

A) Tasks:

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation, and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the procurement and installation of all opening protection products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The project shall protect the structure from windblown debris resulting from high windstorms which shall allow the function of the structures to continue following a severe wind event.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

- a) Copy of permit(s), notice of commencement.
- b) Local Building Official Inspection Report and Final Approval.

- c) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
 - d) Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are **signed, sealed, and inspected by a structural engineer** who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.
 - e) Proof of compliance with Project Conditions and Requirements contained herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards, allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to

calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separately from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of providing protection to the Fire Station #1/Emergency Operations Center (EOC) building, Temple Terrace, Florida 33617, by replacing all building openings with hurricane impact resistance products and reinforcing the existing roof to withstand the wind speed in the area. Protection shall be provided on all exterior openings, such as doors, windows, skylights, vents, louvers, and exhaust fans on the structures.

Wind protection shall be provided on any other opening such as vents, louvers and exhaust fans. The project shall conform with the design criteria found in ASCE 7 standards. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specifications.

The project shall provide protection against 155 MPH winds for Risk Category IV buildings and structures, or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before

payment will be made.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
- 3) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- 4) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet or exceed the wind and impact standards of the current local codes.
- 5) Product Specifications documentation satisfying protection requirements for all products utilized shall be provided to the Division for closeout.
- 6) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding. Glazing in structures shall be impact resistant or protected with an impact resistant covering meeting the requirements of SSTD 12, ASTM E 1886 and ASTM E 1996, ANSI/DASMA 115 (for garage doors and rolling doors) or Miami-Dade TAS 201, 202 and 203 or AAMA 506 referenced therein as follows:
 - a) Glazed openings located within 30 feet (9.1 m) of grade shall meet the requirements of the Large Missile Test.
 - b) Glazed openings located more than 30 feet (9.1 m) above grade shall meet the provisions of the Small Missile Test.
 - c) Louvers protecting intake and exhaust ventilation ducts not assumed to be open that are located within 30 feet (9144 mm) of grade shall meet requirements of the Large Missile Test.Impact-resistant coverings shall be tested at 1.5 times the design pressure (Positive or Negative) expressed in pounds per square feet as determined by the Florida Building Code, Building Section 1609, for which the specimen is to be tested.
- 7) The local municipal or county building department shall inspect the installation according to the manufacturer's specifications and ensure that the above-mentioned standards have been met; documentation shall be provided to the Division for closeout.
- 8) The materials and work funded pursuant to this Sub-grant Agreement are intended to decrease the vulnerability of the structure to property losses and are specifically not intended to provide for the safety of inhabitants before, during or after a natural or manmade disaster.
- 9) The funding provided by the Division under this subaward shall compensate for the materials, labor and fees for the hardening activities as a retrofit measure for the Sub-Recipient's structures to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards. The funding of this project by the Division does not confer or imply any warranty of use or suitability for the work performed pursuant to this agreement. The State of Florida disclaims all warranties with regard to this mitigation project, express or implied, including but not limited to, any implied warranties and/or conditions of satisfactory quality and fitness for a particular purpose, merchantability, or merchantable quality.

- 10) This project has not been evaluated by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA 361-Design and Construction for Community Shelter and thus does not provide “near absolute protection”. It is understood and agreed by the Division and the Sub-Recipient that the structure may have vulnerabilities due to age, design and location that may result in damage to the structure from wind events even after the installation of the mitigation measures funded under this Sub-grant Agreement. It is further understood and agreed by the Division and the Sub-Recipient that the level of wind protection provided by the mitigation action, although meeting State standards and codes and enhancing the structural integrity of the structure, does not ensure the safety or survival of occupants.

D) Environmental:

- 1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- 2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA but done substantially at the same time) shall require resubmission to the Division and FEMA for reevaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA’s ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.
- 3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.
- 4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) Programmatic:

- 1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the impact to the budget.
- 3) The Sub-Recipient must “obtain prior written approval for any budget revision which would result in a need for additional funds” [44 CFR 13(c)], from the Division and FEMA.
- 4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Project approval is on the condition that the tasks, deliverables, and conditions be accomplished and submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.
- 8) The Sub-Recipient must provide the Division (FDEM) documentation of compliance with Florida Statutes 553.896 Mitigation grant program guidelines (as follows).

(1) The Legislature finds that facilities owned by the government and those designated to protect the public should be the first to adopt the best practices, active risk management, and improved security planning. These facilities should be protected to a higher level.

*(2) Beginning with grant funds approved after July 1, 2005, the construction of new or retrofitted window or door coverings that is funded by a hazard-mitigation grant program or shelter-retrofit program must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. **Before the Division of Emergency Management forwards payment to a recipient of the grant, an inspection report and attestation or a copy of the signed and sealed plans shall be provided to the department.***

(3) If the construction is funded by a hazard mitigation grant or shelter retrofit program, the Division of Emergency Management shall advise the county, municipality, or other entity applying for the grant that the cost or price of the project is not the sole criterion for selecting a vendor.

(4) A project funded under mitigation or retrofit grants is subject to inspection by the local building officials in the county in which the project is performed.

- 9) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen conditions related to the project arose that required the use of contingency funds.
- 10) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.
 - a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.
 - b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.
 - c) SRMC cannot exceed 5% of the total project costs awarded.
 - d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.
 - e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.
 - f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4486-012-R**. It is funded under HMGP, FEMA-4486-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4486.

FEMA awarded this project on November 9, 2022; this Agreement was executed on May 22, 2023, and the Period of Performance for this project shall end on **September 30, 2026**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;

- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

SCHEDULE OF WORK

State Contracting:	3 Months
Construction Plan/Technical Specifications:	3 Months
Bidding / Local Procurement:	6 Months
Permitting:	6 Months
Construction / Installation:	19 Months
Local Inspections / Compliance:	3 Months
State Final Inspection / Compliance:	3 Months
Closeout Compliance:	3 Months
Total Period of Performance:	46 Months

BUDGET

Line-Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	\$445,749.00	\$401,174.10	\$44,574.90
Labor:	\$109,411.00	\$98,469.90	\$10,941.10
Fees:	\$68,382.00	\$61,543.80	\$6,838.20
Initial Agreement Amount:	\$623,542.00	\$561,187.80	\$62,354.20
***Contingency Funds:	\$31,177.00	\$28,059.30	\$3,117.70
Project Total:	\$654,719.00	\$589,247.10	\$65,471.90
****SRMC			
SRMC:	\$32,735.95	\$32,735.95	
SRMC Total:	\$32,735.95	\$32,735.95	

**Any line-item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

***** This project has an estimated \$31,177.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen conditions related to the project arose that required the use of contingency funds.

Project Management costs are included for this project in the amount of \$0.00

****** Sub-Recipient Management Costs (SRMC) are included for this project in the amount of \$32,735.95 in Federal funding.** *Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

Funding Summary Totals

Federal Share:	\$589,247.10	(90.00%)
Non-Federal Share:	\$65,471.90	(10.00%)
Total Project Cost:	\$654,719.00	(100.00%)
SRMC (100% Federal)	\$32,735.95	

Attachment L
Florida Accountability Contract Tracking System (FACTS)
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes
Instructions and Worksheet

PURPOSE: Section 215.985, Florida Statutes (F.S.), amended in 2023, requires that each contract for which a state entity makes a payment pursuant to a contract executed, amended, or extended on or after July 1, 2023, the Division shall post any documents submitted pursuant to s. 216.1366, F.S., which indicates the use of state funds as remuneration under the contract or a specified payment associated with the contract on the contract tracking system.

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

• As used in this subsection, the term:

- o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.
- o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.
- o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is “Yes,” provide the information required in the “Total Compensation Paid to Non-Profit Personnel Using State Funds” form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is “No”, move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #		
Total Contract Amount		
Contract Term:		
Line Item Budget Category	Total Amount Paid	Amount Paid from State Funds
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		
CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.		
Name:		
Signature:		
Title:		
Date:		

SUB-RECIPIENT AGREEMENT CHECKLIST
DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Temple Terrace
PROJECT #:	4486-099-R
PROJECT TITLE:	City of Temple Terrace, Fire Station #2, Wind Retrofit
CONTRACT #:	H0959
MODIFICATION #:	One

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Ian Kemp Fire Chief 124 Bullard Parkway Temple Terrace, Florida 33617

Enclosed is your copy of the proposed contract/modification between **City of Temple Terrace** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☒	This form is required to be included with all Reviews, Approvals, and Submittals
☒	Reviewed and Approved
☒	Signed & Dated Electronic Copy by Official Representative
☒	Copy of the organization's resolution or charter that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☐	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☐	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☒	Attachment L – FACTS - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☐	Attachment M – Foreign County of Concern Affidavit completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☒	Electronic Submittal to the Grant Specialist

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 328-3153 or email me at Ellen.White@yagroup.com.

Contract Number: H0959

Project Number: 4486-099-R

**MODIFICATION TO SUBGRANT AGREEMENT BETWEEN
THE DIVISION OF EMERGENCY MANAGEMENT AND
CITY OF TEMPLE TERRACE**

This Modification Number One is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and City of Temple Terrace ("the Sub-Recipient") to modify Contract Number H0959, dated May 30, 2023 ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hazard Mitigation Grant Program of \$224,335.84 in Federal Funds; and

WHEREAS, the Division and the Sub-Recipient intend to modify the Agreement; and

WHEREAS, the Agreement expired on November 30, 2025; and

WHEREAS, the Division and the Sub-Recipient intend to reinstate and extend the terms of the Agreement, modify the Scope of Work, and increase the Federal Funding by \$295,393.86 under the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is hereby reinstated and extended as though it had never expired.

2. Paragraph 8 of the Agreement is hereby amended to read as follows:

(8) PERIOD OF AGREEMENT

This Agreement shall begin May 30, 2023, and shall end November 30, 2026, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement.

3. The Agreement is amended to increase the Federal Funding by \$295,393.86, for the maximum amount payable under the Agreement to \$519,729.70, (Five Hundred Nineteen Thousand Seven Hundred Twenty-Nine Dollars and Seventy Cents).

4. The Budget and Scope of Work, Attachment A to this Agreement, is hereby modified as set forth in 1st Revised Attachment A to this modification, a copy of which is attached hereto and incorporated herein by reference.

5. All provisions of the Agreement being modified and any attachments thereto in conflict with Modification shall be and are hereby changed to conform to this Modification, effective as of the date of the last execution of this Modification by both parties.

6. 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.

7. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative closeout report. The ending dates of each quarter of the program year are March 31, June 30, September 30, and December 31.

8. Attachment L - Florida Accountability Contract Tracking System (FACTS) Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes, Instructions and Worksheet is hereby incorporated into the Agreement and is required to be completed by the subrecipient and returned the Division.

IN WITNESS WHEREOF, the parties hereto have executed this modification as of the dates set out below.

SUB-RECIPIENT: CITY OF TEMPLE TERRACE

By: _____

Name and Title: _____

Date: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

Attachment A
(1st Revision)
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to protect Fire Station #2, in Temple Terrace, Hillsborough County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4486-099-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Temple Terrace, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient shall wind retrofit the Fire Station #2 building, located at 7772 East Telecom Parkway, Temple Terrace, Florida 33637.

The HMGP project scope of work proposes to protect the building envelope by replacing all building openings, including the bay doors, with hurricane impact resistance products and reinforcing the existing roof to withstand the wind speed in the area in accordance with effective code requirements and local standards. Additional project activities include the required removal and replacement of Fire Station bay doors to meet compliance with wind protection standards. Currently, the building envelope is not in compliance with the required wind speed protection in the area. The project shall protect the integrity of the Fire Station #2 building envelope and reduce potential structural and content damages from future wind events.

Wind protection shall be provided on any other opening such as vents, louvers, and exhaust fans. The project shall conform with the design criteria found in ASCE 7 standards. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specifications.

The project shall provide protection against 154 MPH winds for Risk Category IV buildings and structures, or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

Project Locations:

ID#	Name/Station	Location	Coordinates
1)	Fire Station #2	7772 East Telecom Parkway, Temple Terrace, Florida 33637	(28.063136, -82.369814)

TASKS & DELIVERABLES:

A) Tasks:

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the

Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation, and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the procurement and installation of all opening protection products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The project shall protect the structure from windblown debris resulting from high windstorms which shall allow the function of the structures to continue following a severe wind event.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

- a) Copy of permit(s), notice of commencement.
- b) Local Building Official Inspection Report and Final Approval.
- c) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.

- d) Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are **signed, sealed, and inspected by a structural engineer** who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.
 - e) Proof of compliance with Project Conditions and Requirements contained herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards, allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced

separately from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of providing protection to the Fire Station #2 building envelope located in Temple Terrace, Florida 33637, by replacing all building openings with hurricane impact resistance products and reinforcing the existing roof to withstand the wind speed in the area in accordance with effective code requirements and local standards. Protection shall be provided on all exterior openings, such as doors, bay doors, windows, skylights, vents, louvers, and exhaust fans on the structures.

Wind protection shall be provided on any other opening such as vents, louvers and exhaust fans. The project shall conform with the design criteria found in ASCE 7 standards. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specifications.

The project shall provide protection against 154 MPH winds for Risk Category IV buildings and structures, or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
- 3) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- 4) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet or exceed the wind and impact standards of the current local codes.
- 5) Product Specifications documentation satisfying protection requirements for all products utilized shall be provided to the Division for closeout.
- 6) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding. Glazing in structures shall be impact resistant or protected with an impact resistant covering meeting the requirements of SSTD 12, ASTM E 1886 and ASTM E 1996, ANSI/DASMA 115 (for garage doors and rolling doors) or Miami-Dade TAS 201, 202 and 203 or AAMA 506 referenced therein as follows:
 - a) Glazed openings located within 30 feet (9.1 m) of grade shall meet the requirements of the Large Missile Test.
 - b) Glazed openings located more than 30 feet (9.1 m) above grade shall meet the provisions of the Small Missile Test.
 - c) Louvers protecting intake and exhaust ventilation ducts not assumed to be open that are located within 30 feet (9144 mm) of grade shall meet requirements of the Large Missile Test.Impact-resistant coverings shall be tested at 1.5 times the design pressure (Positive or Negative) expressed in pounds per square feet as determined by the Florida Building Code, Building Section 1609, for which the specimen is to be tested.
- 7) The local municipal or county building department shall inspect the installation according to the manufacturer's specifications and ensure that the above-mentioned standards have been met; documentation shall be provided to the Division for closeout.
- 8) The materials and work funded pursuant to this Sub-grant Agreement are intended to decrease the vulnerability of the structure to property losses and are specifically not intended to provide for the safety of inhabitants before, during or after a natural or manmade disaster.
- 9) The funding provided by the Division under this subaward shall compensate for the materials, labor and fees for the hardening activities as a retrofit measure for the Sub-Recipient's structures to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards. The funding of this project by the Division does not confer or imply any warranty of use or suitability for the work performed pursuant to this agreement. The State of Florida disclaims all warranties with regard to this mitigation project, express or implied, including but not limited to, any implied warranties and/or conditions of satisfactory quality and fitness for a particular purpose, merchantability, or merchantable quality.

- 10) This project has not been evaluated by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA 361-Design and Construction for Community Shelter and thus does not provide "near absolute protection". It is understood and agreed by the Division and the Sub-Recipient that the structure may have vulnerabilities due to age, design and location that may result in damage to the structure from wind events even after the installation of the mitigation measures funded under this Sub-grant Agreement. It is further understood and agreed by the Division and the Sub-Recipient that the level of wind protection provided by the mitigation action, although meeting State standards and codes and enhancing the structural integrity of the structure, does not ensure the safety or survival of occupants.

D) Environmental:

- 1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- 2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA but done substantially at the same time) shall require resubmission to the Division and FEMA for reevaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.
- 3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.
- 4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) Programmatic:

- 1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the impact to the budget.
- 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Project approval is on the condition that the tasks, deliverables, and conditions be accomplished and submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.
- 8) The Sub-Recipient must provide the Division (FDEM) documentation of compliance with Florida Statutes 553.896 Mitigation grant program guidelines (as follows).

(1) The Legislature finds that facilities owned by the government and those designated to protect the public should be the first to adopt the best practices, active risk management, and improved security planning. These facilities should be protected to a higher level.

*(2) Beginning with grant funds approved after July 1, 2005, the construction of new or retrofitted window or door coverings that is funded by a hazard-mitigation grant program or shelter-retrofit program must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. **Before the Division of Emergency Management forwards payment to a recipient of the grant, an inspection report and attestation or a copy of the signed and sealed plans shall be provided to the department.***

(3) If the construction is funded by a hazard mitigation grant or shelter retrofit program, the Division of Emergency Management shall advise the county, municipality, or other entity applying for the grant that the cost or price of the project is not the sole criterion for selecting a vendor.

(4) A project funded under mitigation or retrofit grants is subject to inspection by the local building officials in the county in which the project is performed.

- 9) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen conditions related to the project arose that required the use of contingency funds.
- 10) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.
 - a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.
 - b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.
 - c) SRMC cannot exceed 5% of the total project costs awarded.
 - d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.
 - e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.
 - f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4486-099-R**. It is funded under HMGP, FEMA-4486-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4486.

FEMA awarded this project on January 24, 2023; this Agreement was executed on May 30, 2023, and the Period of Performance for this project shall end on **November 30, 2026**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;

- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

SCHEDULE OF WORK

State Contracting:	3 Months
Construction Plan/Technical Specifications:	3 Months
Bidding / Local Procurement:	6 Months
Permitting:	6 Months
Construction / Installation:	19 Months
Local Inspections / Compliance:	3 Months
State Final Inspection / Compliance:	3 Months
Closeout Compliance:	3 Months
Total Period of Performance:	46 Months

BUDGET

Line-Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	\$480,049.00	\$432,044.10	\$48,004.90
Labor:	\$0.00	\$0.00	\$0.00
Fees:	\$65,599.00	\$59,039.10	\$6,559.90
Initial Agreement Amount:	\$545,648.00	\$491,083.20	\$54,564.80
***Contingency Funds:	\$27,282.00	\$24,553.80	\$2,728.20
Project Total:	\$572,930.00	\$515,637.00	\$57,293.00
****SRMC			
SRMC:	\$28,646.50	\$28,646.50	
SRMC Total:	\$28,646.50	\$28,646.50	

**Any line-item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

***** This project has an estimated \$27,282.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen conditions related to the project arose that required the use of contingency funds.

Project Management costs are included for this project in the amount of \$0.00

****** Sub-Recipient Management Costs (SRMC) are included for this project in the amount of \$28,646.50 in Federal funding.** *Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

Funding Summary Totals

Federal Share:	\$515,637.00	(90.00%)
Non-Federal Share:	\$57,293.00	(10.00%)
Total Project Cost:	\$572,930.00	(100.00%)
SRMC (100% Federal)	\$28,646.50	

Attachment L
Florida Accountability Contract Tracking System (FACTS)
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes
Instructions and Worksheet

PURPOSE: Section 215.985, Florida Statutes (F.S.), amended in 2023, requires that each contract for which a state entity makes a payment pursuant to a contract executed, amended, or extended on or after July 1, 2023, the Division shall post any documents submitted pursuant to s. 216.1366, F.S., which indicates the use of state funds as remuneration under the contract or a specified payment associated with the contract on the contract tracking system.

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

• As used in this subsection, the term:

- o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.
- o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.
- o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is “Yes,” provide the information required in the “Total Compensation Paid to Non-Profit Personnel Using State Funds” form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is “No”, move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #		
Total Contract Amount		
Contract Term:		
Line Item Budget Category	Total Amount Paid	Amount Paid from State Funds
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		
CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.		
Name:		
Signature:		
Title:		
Date:		

Item Cover Page

City Council Item Report

Date: August 4, 2026

From: Jeannie Barlow, Senior Executive Assistant

Item Type: Discussion

Subject: Scheduling Two Public Hearings to Adopt the Millage and Budget Ordinances

Presenter: Andy Ross, Mayor

Recommendation:

It is recommended that City Council schedule the public hearings and ordinance readings for the millage rate and budget in the Council Chambers at 5:05 p.m. on the following dates: September 3 - Public Hearing and First Reading (Approval), September 17 - Public Hearing and Second Reading (Adoption) and also on September 17 - Resolution(s) addressing potential rate increases to utility funds.

Discussion:

Due to the following TRIM hearing requirements, the City Council will need to schedule two special meetings to adopt the millage rate and budget ordinances:

"To adopt a millage rate and budget, taxing authorities must hold two public hearings: the first, or tentative, hearing and a final hearing. Scheduling Taxing authorities may hold TRIM hearings Monday through Friday after 5:00 pm and anytime on Saturday but never on Sunday.

The BOCC cannot schedule its hearings on days scheduled for the school board. The school board has first priority of hearing dates. The BOCC has second choice. No other taxing authority in the county can use the BOCC's and the school board's scheduled hearing dates for its public hearings. The only exceptions are multi-county and water management districts."

It is recommended that the Council schedule the public hearings and ordinance readings for the millage rate and budget in the Council Chambers at 5:05 p.m. on the following dates: September 3 - Public Hearing and First Reading (Approval), September 17 - Public Hearing and Second Reading (Adoption) and also on September 17 - To consider resolution(s) addressing potential rate increases to utility funds.

Resolution/Ordinance Information:

Appropriation Code:

Requirements:

Motion

Cost:

Attachments:

None

Item Cover Page

City Council Item Report

Date: August 4, 2026
From: Jeannie Barlow, Senior Executive Assistant
Item Type: Reports
Subject: Fiscal Year 2026 Q3 Reports
Presenter: Carlos Baia, City Manager

Recommendation:

Discussion:

Attached please find the FY 26 Q3 updates on the following:

1. Council's Fiscal Year Priorities
2. City Departmental Budget Goals
3. ARPA Projects

Resolution/Ordinance Information:

Appropriation Code:

Requirements:

Cost:

Attachments:

1. Council Priority Goals Q3 FY 26
2. Budget Goals Q3 FY 26
3. FY26 Q3 ARPA Projects Update Final



COUNCIL PRIORITY GOALS

FISCAL YEAR 2026

QUARTER 3 (Q3) UPDATE

August 4, 2026

Code Compliance

Code Compliance – Work with Public Works to develop a plan to clear obstructive vegetation that enhances homeless opportunities.

Q1: The Code Compliance Department will identify areas throughout the City where overgrown vegetation creates obstructive conditions that may contribute to unauthorized encampments or safety concerns. Code Compliance will coordinate with Public Works to clear and maintain these areas and with the Police Department, as needed, to ensure that appropriate outreach and resources are offered to individuals encountered.

Q2: As of this update, 22 locations in Temple Terrace have been identified as focus areas. The department maintains a map with these locations which are categorized into private and public property. In addition to Public Works, the Police Department has been involved, and one identified encampment has been removed. Those on private property are being addressed with the property owner.

Q3: This initiative continues to progress and will remain ongoing. Several areas have been addressed by Police, Public Works, and Code staff including the strip located between the Terrace Walk shopping center and Terrace Oaks Plaza, the shoreline area at Riverside Park, and a small but accessible area between fencelines from Beverly Dr. to Grove Hill Rd. along N. 56th St.

Community Development

Land Development Code (LDC) - Continue review and finalize approval of the Land Development Code revision proposals.

Q1: Staff has transmitted two LDC updates to the Planning Commission for review with several other amendments currently pending in the workflow.

Q2: This process is ongoing and continues. Proposed amendments are first forwarded to the Planning Commission for review and then scheduled for City Council consideration.

Q3: Staff is currently preparing presentations for LDC amendments to include updating the City's code on parking commercial vehicles within residential districts and also providing for a defined pathway to request reasonable accommodations for applicants representing recovery residences. Staff has also recently met with a local consulting team to investigate how outside consultant support can help advance the process of LDC updates.

Tree Fund – The City’s tree fund can be used to remove and replace sick, dying, infested or dead trees on public lands, but plans should be revised to allow for better use of the City’s tree fund. There are many trees in the City that are need of replacement. Have a master plan prepared that evaluates trees on public land and provides a maintenance and replanting schedule.

Q1: The development of the draft for the City-wide Urban Forest Management Plan is continuing and will be presented to Council upon its conclusion. The Golf Course Replanting Plan is near completion and will also be presented to Council upon its conclusion.

Q2: This project was recently postponed to allow for the development of the Golf Course Tree Planting Plan. The City Council recently approved the plan for the golf course and resources have now been redirected back to this project. An initial draft was recently delivered. After review and updates, the report will be prepared for City Council consideration.

Q3: This project is in the final phase of development. Initial drafts have been reviewed and returned to the consultant for follow-up. A final draft is currently being reviewed by staff and should be revised and completed in the upcoming weeks.

City Building Codes – Review the City’s Building Code for consistency and continue to streamline the permitting process.

Q1: City staff regulates construction projects through implementation of the Florida Building Code. The City does not enforce a separate city building code. Staff regularly receives legislative updates that impact the manner and practice utilized to enforce the State Building Code. Staff amends operations as needed to ensure compliance. During the previous year, staff began accepting applications by email to minimize trips to the office by homeowners and contractors.

Q2: This process is ongoing to the extent that from time-to-time new legislation requires modification to operating practices. Staff work with the City Legal team to ensure legislative requirements are satisfied.

Q3: HB 803, enacted July 1, has required significant modification to the City’s permitting processes, deadlines, and procedures related to private providers.

Vacant CRA Properties – Sell the remaining CRA properties and help expedite their development.

Q1: This is an ongoing City initiative. Staff continues to work with our third-party broker to facilitate this effort.

Q2: Our third-party broker has received interest from multiple developers for both 8447 & 8901 N56th Street. Qualified proposal will be brought before City Council for consideration in upcoming CRA/Council meetings.

Q3: Recently, the CRA and City Council reviewed seven potential development proposals. Two were selected to move forward into contract negotiations. Staff is currently working with the Legal Department and outside legal counsel to develop Purchase and Sale Agreements and Development Agreements for the sale of these properties.

Growth/Expansion – Target areas south of Temple Terrace Highway, north of Harney Road and east of 78th Street to Amazon, unincorporated areas of Telecom Park, and Fowler Avenue to Highway 301 for annexation possibilities.

Q1: Staff is currently working with a developer who has made application to develop Lot 3 on the south side of Point Plaza. This project will include light-manufacturing and light-industrial uses. Staff has recently entered into discussion with a developer who wishes to develop light-industrial warehouses south of the VA Hospital; and finally, staff is also in pre-application discussion with a

developer who wishes to annex 14 acres east of Amazon (across Hwy 301) into the city for commercial use.

Q2: The City has received interest from multiple developers to develop multiple properties (1) east of Amazon, (2) south of the VA Hospital and (3) inside of the Telecom Corporate Park. Potential developments have been initially reviewed and referred to the appropriate application process.

Q3: The department is currently working through the review process for the three properties mentioned in Q2. The property east of Amazon will involve an annexation and a comprehensive plan amendment (these applications are underway; a rezone will likely follow). The property south of the VA Hospital will involve a rezoning with a site plan to follow. The property in Telecom will require a text amendment to the PROF district.

Historic Preservation Project – Consider partnering with Florida College or USF to develop a project on the City's history.

Q1: The department has partnered with USF through their Mellon Humanities Internship program to hire interns for a historical resource archive. The interns will be tasked with identifying and researching documents and artifacts already in the City's off-site storage facility, developing an archival system, cataloging items, and ensuring historic materials are properly preserved and documented.

Q2: The interns have been actively reviewing and cataloging various documents and artifacts already in the City's off-site storage facility. Work on this project is ongoing.

Q3: The initial MHI interns have completed their internships. The department is currently reviewing new applications to staff another semester of MHI interns.

Executive (including Marketing & Communications)

City Hall Enhancements – Continue improvements to City Hall.

Q1: Plans to renovate the Utility Billing Department were developed to improve organization, efficiency, and overall workflow. The previous layout limited storage, created cluttered workspaces, and made it difficult for staff to serve the public, and manage records and daily tasks effectively. The actual renovation work will begin in Q2.

Q2: Progress on the renovation of the Utility Billing Department is on track, with construction underway and key milestones being met as scheduled. The project remains anticipated for completion in Q3. This renovation is part of the City's broader initiative to open up the first floor of City Hall, creating a more organized, accessible, and customer-friendly environment that improves workflow efficiency and enhances service to the public.

Q3: The renovation of the Utility Billing Department has been completed. Plans for the renovation of the first floor Legislative and Legal offices are underway with work to commence in FY27.

Historic Preservation – Support and promote the City's historic preservation initiative. Showcase historic information and exhibit historic displays and documentation.

Q1: On November 25, 2025, the City officially became a Certified Local Government. This official recognition establishes that the City is committed to identifying, protecting, and preserving historic buildings and sites. To continue the City's historic preservation effort, with the assistance of USF interns, staff has been collecting historic artifacts to preserve them, document their significance, and ensure they are properly archived for future research, education, and cultural reference.

Q2: USF interns are continuing their work to archive the City's historic artifact collection, having cataloged more than 300 items to date. They are carefully documenting the historical significance of each piece and are researching archival software in order to digitize the collection to enhance public access and support its long-term preservation.

Q3: The historical preservation initiative remains on track, with USF interns cataloguing approximately 360 artifacts to date. Efforts focused on completing historical background research and on finding an archival software platform to support full collection digitization and future public access. Following the conclusion of the student internships this quarter, staff will be actively reviewing applications for the upcoming semester.

TTG&CC – Continue to pursue golf course sustainability options to ensure financial stability. Continue the open line of communication between the City and the Board of Directors.

Q1: The TTG&CC continues to be current on its payments to the City. The Mayor and City Manager meet with the President of the Board of Directors and the General Manager of the Golf Course monthly. The City is currently assisting the TTG&CC with the removal of dead and dying trees on the golf course and a replanting plan is being prepared and will be presented to the City Council for approval in Q2.

Q2: The TTG&CC continues to be current on its payments to the City. In regard to the trees on the Golf Course, the City contracted with Bio-Tech Consulting to create a tree planting plan for the Club. The plan includes a site analysis that identified optimal planting locations and species based on climate and conditions, as well as detailed planting specifications.

Q3: The Temple Terrace Golf & Country Club remained current on all payments to the City this quarter. To maintain relations, the Mayor and City Manager continue to meet monthly with the Club's Board President and General Manager. Operationally, Phase 1 of the Golf Course Tree Planting Plan is complete, with 36 trees successfully added around Hole 9. The City's Public Works Department is actively watering the trees to help ensure their survival. Phase 2 will commence in the next fiscal year with 32 additional trees to be planted at Hole 10.

Historic Preservation on Social Media (Marketing) – Increase the content on City channels (including YouTube) with historic content.

Q1: With the support of City Historian Marisa Robinson, along with two USF interns assisting her with historic preservation content, the Marketing/Communications team (MARCOM) will produce and share engaging stories that highlight the significant events, places, and people who have shaped the City of Temple Terrace into the community it is today. These features will be shared once or twice a month, as content becomes available, through a "Throwback Thursday" social media series designed to keep residents informed and connected to the City's rich history.

Q2: The MARCOM team continues to support City Historian Marisa Robison with this initiative.

Q3: The MARCOM team is now working on a "Welcome to Temple Terrace" video series for all new Temple Terrace residents. This video will include historic facts and homes in the City, preserving the history, events, and people who have shaped Temple Terrace into the community it is today.

Communication (Marketing) – Implement a community communications platform that does not rely entirely on social media.

Q1: This has been successfully achieved through the City's new text alert system, Clerk Chat. In 2025 alone, the City sent a total of 37,679 text messages through the platform. Unlike traditional one-way text alert services, Clerk Chat enables two-way communication, allowing residents to

ask questions and receive responses directly. This functionality allows the MARCOM team to efficiently monitor, track, and respond to resident inquiries following message distribution. In addition, the MARCOM team is implementing topic-based email subscription lists, giving residents the ability to choose the types of notifications they wish to receive via email. For residents who prefer traditional printed materials, copies of the monthly City newsletter are available for pickup at City Hall, the Senior Center, the Recreation Center, and the Library.

Q2: The MARCOM team uses the Temple Terrace In-Touch app to share information with residents through call-to-action buttons on the app's home screen.

MARCOM also uses Facebook's "Local Alert" feature, available only to government entities, to send notifications to Temple Terrace residents with Facebook accounts, regardless of whether they follow the City's page. This functions as a geo-targeted alert.

Digital displays outside City Hall, the Library, and Public Works share information with residents on the road.

Q3: This project has been completed.

Human Resources

Wage and Benefit Competitiveness – Work with the City Manager to continue the practice of COLA's and merit increases for the City's general employees.

Q1: A 4% COLA was provided to all qualifying general employees on October 1, 2025 and merit increases have continued to be issued based on satisfactory evaluations. The department will review the evaluation guidelines to ensure they continue to serve the needs of the merit increase program.

Q2: The department has begun discussions with the City Manager and Finance on strategies to provide COLAs in the upcoming fiscal year. Merit increases remain standard practice.

Q3: The first draft of the budget has been presented, including a proposed 4% cost-of-living adjustment (COLA) and 2% merit increase for general employees. As the budget process continues, staff will continue to evaluate and discuss compensation adjustments to ensure the City remains within budget constraints.

Employee Relations – Increase employee engagement events and employee benefit programs (education and wellness). Expand the employee engagement/climate survey. Develop and implement professional development programs.

Q1: The department continues to strive to offer employees even more robust benefits. We switched providers for the Employee Assistance Program, which now grants employees and members of their households 8, up from 3, free counseling sessions per topic per year. Additional benefits added include General Flexible Spending and Dependent Care Flexible Spending Accounts, Legal Services, Whole Life Insurance, and Pet Insurance.

Following the addition of Legal Services to our benefit offerings, we will be hosting a Lunch and Learn to assist employees in navigating topics such as Estate Planning.

Regarding professional development, the department will continue to host and share online opportunities for educational seminars for employees throughout the year.

The Leadership and Management Program is in full swing, and the department has received positive feedback from participants. Participants continue to meet with mentors every month. Many of the training courses remain open for interested employees who are not LMP participants.

Q2: The Leadership and Management Program has continued to provide valuable training opportunities for City staff. Most recently, sessions covered how to read a budget, build a budget, and communicate effectively during the budget process.

The department will continue to host and share online opportunities for educational seminars throughout the year.

The department is partnering with the EFEC as co-hosts for the annual Employee Appreciation Luncheon. We plan on continuing tradition and handing out plaques and pins to recognize years of service.

Q3: The Leadership and Management Program remains a success. Participants have begun working on their final projects, which focus on addressing a challenge or opportunity they have identified within their departments and presenting proposed solutions to their management teams. Recent sessions have included Emergency and Crisis Management, led by Jason Warrenfeltz and Mary Bates; Budget Management and Presentation, led by the Police Administration; Strategic Planning, led by Jack Shanks; and Project Management, led by the Office of Innovation.

The internship program continues to provide multiple departments with the opportunity to identify, mentor, and develop emerging talent. Of the 15 interns participating in the program, three exceptional individuals were offered permanent positions with two additional offers anticipated, demonstrating the program's success in developing a strong talent pipeline.

Additionally, the department continues to support employee engagement through collaboration with the EFEC on the annual Employee Luncheon. The event recognizes employees for their dedication and service through longevity awards celebrating milestone years of service, fostering a culture of appreciation and recognition across the organization.

The department has also begun planning a Wellness Fair, designed to promote employee health, wellness, and engagement. All employees will have access to a variety of health and wellness resources, activities, and refreshments. Eligible employees will have the opportunity to participate in onsite biometric screenings.

Legal

TTG&CC – Summarize, streamline, clean up and combine the existing TTG&CC legal documents to include addressing maintenance of the tunnels.

Q1: This priority is tied to the second Budget Goal for the Legal Department. This City Council priority begins with the summary and streamlining of the Original Contract and subsequent amendments.

Q2: It has been decided to draft a new lease with TTG&CC, which the Legal Department targets to have executed by the end of December 2026. The new lease will address, among other things, repayment of debt, rent, taxes, and maintenance of grounds, trees, and tunnel.

Q3: The Legal Department is on track to meet the December 2026 goal for a new lease with the Temple Terrace Golf and Country Club.

Legislative

Document Management System – Purchase and implement a professional document management system to allow retrieval of any document with a timeframe of <30 minutes from time of request to the production of the document.

Q1: The City Clerk and IT Director are reviewing the current system and updating areas of the system. The process of OCR (Optical Character Recognition) has been run on the current data system. This process is now set up as an ongoing scheduled process as documents are saved in the system. Staff is working on setting workflows for consistent input of storage meta data and retention schedules. The City Clerk files are being evaluated at this time.

Q2: The City Clerk, Admin. Assistant, and IT Director continue to review department records within the current Document Management System and other documents that seem to be stored in other database systems. We have been reviewing details of City Clerks and Legal Files, retention requirements and if any duplicate files seem to exist. Currently we are moving forward with each department's review and documenting the system(style) of storing records from department to department and where they are stored, and each department's process. Then we will move forward working directly with each department to work on the organization of their records, process and their needs to be compliant and have all their required records in the official document management system. Discussions and research are being held with the representatives and contacts/consultants of the current system to evaluate and improve. The City Clerk is also having discussions with other City Clerks on this topic and processes.

Q3: The City Clerk, Administrative Assistant, IT Director, and Office of Innovation continued evaluating the City's document management and public records request processes. Following the discovery and due diligence process, the City determined that enhancing the existing Laserfiche document management system is the preferred approach rather than replacing the platform. As part of this phased approach, the City selected JustFOIA to modernize the public records request process by providing a centralized portal for request intake, tracking, workflow management, payment processing, and reporting. Contract documents are currently under legal review, with implementation planning underway. The City also continues to review and organize departmental records, standardize storage practices and metadata, evaluate retention requirements, and prepare for future implementation of additional Laserfiche capabilities, including workflow automation and records management.

Council Professional Development – Increase funds in the professional development budget for Mayor and Council conferences, memberships, etc.

Q1: Funds have been increased for FY 26.

Leisure Services

Riverside Park – Continue development plans for the new Riverside Park.

Q1: Staff coordinated with City Council to hold a workshop in early Q2. Halff has been working with permitted agencies to secure the required permits.

Q2 : Maintained contact with staff from Halff to stay up to date on progress of permit applications and development of bid-ready documents.

Q3: Staff continued to maintain contact with Halff representatives to stay up to date on progress of permit applications and development of bid-ready documents. Bidding is expected for Q4 or Q1 of FY 27.

Nature Education – Work with nature groups such as the Sierra Club and/or Audubon Society to increase nature education signage at parks along the river.

Q1: Items meeting this goal are being evaluated for inclusion into the Riverside Park project.

Q2: Through coordination with installers, existing nature displays are being maintained at the Riverhills Park playground during its renovation.

Q3: Staff continued discussion with Halff regarding nature signage with regard to the Riverside Park Project.

Community Events/Clubs – Work with Executive to assign an employee liaison to work with the Arts Council on joint projects to include the City Hall Art project. Continue to support the Arts Festival, Art en Blanc, Temple Terrace Reads and civic clubs.

Q1: Staff coordinated with Terrace Reads to include their event in the Touch-a-Truck event. Staff also worked closely with the Arts Council for a successful event in November that included a concert component that had not been held in recent years.

Q2: Staff coordinated with local civic groups to cosponsor the Spring Market/Chalk Art Festival as well as Art en Blanc.

Q3: Staff coordinated with the Temple Terrace Junior Woman's Club to cosponsor/support the Temple Terrace Brew Fest.

Parks and Recreation – Review recreation space to ensure that locations are being maintained, facilities are being kept clean, equipment is not in need of repair or replacement, and the City's recreation space is still meeting the needs of the community. Evaluate the need for an additional FTE for the scheduling of events as part of the development of the new Riverside Park,

Q1: Staff met with suppliers and contractors to review items and projects for future capital investments including VCT floor maintenance equipment and security improvements for the Whiteway Tennis Courts.

Q2: Riverhills Park improvements were evaluated to include the closing of the dirt road and adding parking along the boat ramp road. This will improve parking conditions and increase green space within the park.

Q3: Staff installed new synthetic turf in play areas for children and adults in the back area of the Family Recreation Complex near the playground.

Police

Future Police Station – Take necessary steps to lay the groundwork for the funding, design, and construction of a new police station.

Q1: PBK has completed the block design and developed several conceptual renderings for the new facility. They presented the two elevation options to the Council in December and received direction on the preferred approach. PBK has finalized the concept design and additional renderings. A full 3D fly-around of the facility has been completed. The updated renderings and fly-around will be presented to the council in February.

Q2: PBK has completed the conceptual design phase for the new facility, including preliminary cost estimates. The property has been successfully rezoned from Agricultural-Urban to Quasi-Public. City Council has approved moving forward with placing a General Obligation Bond, not to exceed \$50 million, on the August 18 primary election ballot. The first reading of this measure was approved on April 7, 2026, with a second reading scheduled for April 21. In the meantime, the City Manager, Fire Chief, and Police Chief continue to engage with various Temple Terrace community groups to raise awareness of the proposed bond and its inclusion on the upcoming ballot.

Q3: The education initiative continues for the new public safety facility. Police and fire staff have been attending all city related functions to provide information to the public regarding the project. The vote for the G.O. bond takes place on August 18th during the primary election.

Public Works

Hurricane Preparedness – Acquire the needed equipment such as a sandbag machine and fuel trailers and consider other needs for emergency operations.

Q1: A sandbag machine has arrived and staff are trained. Fuel trailers are expected in March.

Q2 : Fuel trailers have arrived and ready to go.

Q3: Utility staff have completed a tabletop exercise, and PW staff will complete one by the end of Q3 which will incorporate using the sandbag machine.

Utility Administration Center – Complete construction of the Utilities Administration Center in a timely manner.

Q1: This project is well underway. Walls are up and roof components are to begin in February. Completion is expected in early fall of 2026.

Q2: Project is moving along well.

Q3: A ribbon cutting ceremony is scheduled for August 11, 2026.

New Park Maintenance and Scheduling – In the event recreational space is created on the vacant CRA property or in the development of the new Riverside Park, evaluate the need for an additional FTE for maintenance.

Q1: The park monitor position has been filled and park staff has coverage 7 days a week.

Q2: Staff is making a difference as we have fielded fewer complaints for trash in the parks.

Q3: The staff reassignments have made a difference, allowing for a greater approach on park visibility and cleanliness.

Road Projects (Engineering) – Secure funding for existing road projects in the planning stages. Develop a comprehensive plan for restriping all City streets with an emphasis on the first 100 feet near intersections.

Q1: Surtax allows for additional paving to assist with budget dollars.

Q2: Repaving projects are being finalized, and line striping plans are heading for requisition with work to occur in early Q3.

Q3: City Council has approved vendors for asphalt paving. Contractors are working on construction schedule. Pre Con meetings are set for 7/15/26.

Connectivity (Engineering) – Consider projects to better “connect” the neighborhoods on the east and west sides of 56th Street to each other and to the future Riverside Park.

Q1: The TPO has projects that may assist with this venture.

Q2: Still under review.

Q3: No updates from TPO on review status. (Still under review)

Transportation Planning Organization (Engineering) – Support and lobby for TPO projects affecting the City.

Q1: Staff attends the meetings and regularly communicates with TPO staff.

Q2: TPO priority requests have been submitted for consideration. A few projects are in the workflow others are pending approval.

Q3: Still under review

ARPA Projects (Engineering) – Ensure ARPA projects across the City are completed on time.

Q1: Projects are in progress and to date appear to meet expectations.

Q2: Projects are still in progress and on schedule.

Q3: Consultant is working on 90% design comments. Staff is coordinating progress with Hillsborough County.



CITY DEPARTMENTAL BUDGET GOALS

FISCAL YEAR 2026

QUARTER 3 (Q3) UPDATE

August 4, 2026

Code Compliance

Reimagine and incorporate the Neighborhood Inspection Program.

Q1: The Neighborhood Inspection Program (formerly Neighborhood Sweeps) has been reimagined and restructured. A new inspection schedule has been developed and published on the City's website. Zone inspections are now strategically scheduled to alternate through opposing areas of the City to ensure balanced and consistent coverage. Inspections are jointly conducted by all Code Compliance Officers and the Director, increasing community visibility, enhancing staff training through practical application, and promoting team cohesion. Internal policies governing the conduct and implementation of zone inspections are currently being developed.

Q2: The Neighborhood Inspection Program continues to develop. It has successfully transitioned from a strictly officer-focused improvement opportunity to a group effort focused on collective proactive identification and community engagement. The focus for the next quarter is to increase resident awareness of the program and identify a future plan to incorporate classes or education ahead of and in conjunction with the inspection day.

Q3: The program continues to evolve. While the inspection dates are posted on the City's website, additional effort from the Code Compliance Department will provide more engagement with the residents of the zones we're inspecting. Code will be working with Marketing and Communications to get word out about the Neighborhood Inspection Program, how it works, and the benefits there are to the residents of those zones.

Create a Neighborhood Services Education Program.

Q1: A Neighborhood Services Education Program is being developed to provide targeted, community-focused instruction. An initial class is currently in development, and a comprehensive list of additional classes desired or needed by the community is being compiled. Each class is designed to fit within a one-hour time block to encourage accessibility, participation, and ease of scheduling.

Q2: Classes continue to develop. Topics and information are compiled (and continue to be added to) and actual classes are being assembled.

Q3: Classes remain in development and will be ready to launch with the departmental transition to Neighborhood Services.

Establish refreshed courtesy notice door hangers for initial violations.

Q1: Refreshed Code Compliance courtesy notice door hangers have been developed and are currently in use for initial violations. Each door hanger incorporates a QR code that links directly to the relevant section of the City's website where applicable code requirements are explained in clear layperson's terms along with guidance on how to return the property to compliance. Additional door hanger designs are planned and the associated website content will be routinely reviewed and updated to ensure accuracy and effectiveness.

Q2: : New door hangers continue to be used with mostly positive feedback due to the increased access to information they provide. New door hangers for uncommon codes are easily created on an as-needed basis.

Q3: The new door hangers continue to be successfully deployed. Additional door hangers are being created for use with recently approved citable code sections. These door hangers include verbiage about the specific violation as well as the escalating fines for continued non-compliance.

Reinvigorate partnerships with surrounding municipalities and incorporate best practices.

Q1: Intentional outreach has been initiated with Code Enforcement leadership in Hillsborough County and Pinellas County to reinvigorate intergovernmental partnerships and share best practices. Planned follow-up outreach includes Plant City and the City of Tampa with Pasco County also incorporated into this collaborative effort. These engagements are intended to strengthen regional coordination and identify proven approaches that can be adapted for local use.

Q2: Regular communication is made with our counterparts at Hillsborough County. Multiple other municipalities and jurisdictions in Hillsborough County, Pinellas County, and Pasco County as well as others such as Winter Haven and Orlando, have had less than regular communication but have established working relationships.

Q3: The department continues to communicate well and regularly with local municipalities and jurisdictions. This effort has been beneficial for the creation of the Short-Term Rental Program, the proposed ordinance to allow citations for certain code sections, and for a report comparing sign enforcement practices throughout the different local governments. Most recently Temple Terrace Code Compliance staff hosted the Florida Association of Code Enforcement meeting here in Temple Terrace.

Identify opportunities and incentives for staff's continuing education and certification.

Q1: Opportunities for continuing education and professional certification have been identified, including certifications offered through the Florida Association of Code Enforcement (FACE). Each Code Compliance Officer has completed at least one FACE certification. An incentive plan to encourage continued education and certification has been developed and is currently under review for effectiveness and implementation.

Q2: The aforementioned incentive plan has been identified. Staff is working towards the Code Enforcement Professional certification through FACE that is achieved through the successful completion of four FACE certification classes followed by an intensive final training and a study submission.

Q3: Code is proud to share that one staff member has submitted a study to FACE for consideration of achieving the Code Enforcement Professional certification. The results will be in by next quarter.

Community Development

Research and prepare recommendations for an updated annexation strategy to address several properties within the City's urban utility service area.

Q1: Staff has compiled a framework for this process based on previous potential annexation regions and research performed by our previous part-time paid intern. We are currently advertising for a new intern to fill this role and help advance this project.

Q2: The department has recently hired a new part-time intern to continue research and planning for this project. Recent research has focused on identifying unincorporated isolated areas that pose concerns related to enclaves.

Q3: Most recently, intern staff has focused on identifying parcels, their current uses, and owner information for properties in and around (1) 301 Industrial Park, (2) Tampa Commerce Park, and (3) the bypass canal region south of Fowler Avenue. These properties, all within our Utility Service Area, include opportunities for annexation, future commercial development, as well as economic growth.

Continue to address deficiencies in the Land Development Code and recommend updates and amendments to City Council as warranted.

Q1: Staff continues to address LDC concerns and prepare draft amendments to update our Code. We currently have two pending amendments under review at the Planning Commission and several more in our workflow.

Q2: This process is ongoing and continues. Proposed amendments are first forwarded to the Planning Commission for review and then scheduled for City Council consideration.

Q3: Staff is currently preparing presentations for LDC amendments to include updating the City's code on parking commercial vehicles within residential districts and also providing for a defined pathway to request reasonable accommodations for applicants representing recovery residences. Staff has also recently met with a local consulting team to investigate how outside consultant support can help advance the process of LDC updates.

Collaborate with the Fire Department and other staff to secure successful design-build plans for the newly proposed Emergency Operations Center.

Q1: Staff has completed a tentative review of EOC construction plans and provided comments and recommendations for correction. The Permitting Office recently received a general construction permit for the EOC and is currently awaiting the site development permit, along with mechanical, electrical, roofing, and plumbing permits.

Q2: This project is underway. Construction is ongoing.

Q3: Staff continues to support Fire Department administration and the project development team to advance the project according to schedule.

Seek to evaluate and subsequently acquire a new software suite designed to improve efficiency and enhance operations and tracking for all matters involving permit processing and plan review.

Q1: The City-wide BS&A ERP includes a Community Development module which will address software concerns related to permit processing. Staff is reviewing third-party providers that work with BS&A to provide for electronic plan review.

Q2: Staff recently met with representatives from BS&A for a Community Development discovery meeting. Staff has responded to multiple requests for information from the BS&A team to assist with initial software configuration.

Q3: This project is ongoing and on schedule as the CDD team prepares to transition over to the new BS&A ERP platform.

Continue to develop permitting guides to assist property owners and contractors with various permit applications, as well as understanding the associated deliverable requirements for each.

Q1: This project is underway and is being led by the department permitting coordinator. She is in the process of building out the guide as part of her Leadership and Management Training. It includes a comprehensive “how-to guide” for the most common permit applications the department sees and the associated required deliverables.

Q2: : This project is ongoing. Initial drafts are currently in development. When completed, the how-to guide will likely be in the form of a small booklet to address the many permits and processes involved in development and construction.

Q3: The draft guide is undergoing updates to include significant operational changes resulting from new legislation enacted July 1; specifically, legislation defined in HB 803 affecting permitting processes, deadlines, and procedures related to private providers.

Executive

Staff will implement a new ERP system and conduct comprehensive training to transition to the new system.

Q1: During the first quarter of the year, the procurement process was completed with a presentation to Council seeking approval to sign a contract with BS&A as the selected vendor. The contract was approved and signed, after which the team met with BS&A to discuss current process timelines. These discussions helped guide BS&A in developing a detailed project timeline for implementation.

Q2: : The City worked to collect all required Request for Information (RFI) forms needed by BS&A to conduct its initial analysis of City processes. During this phase, the departments and the ERP team worked closely on process analysis, cross-department integrations, and workflows designed to support a more cohesive way of working. In addition, the City developed and issued the Request for Proposals (RFP) for the HRIS system, which went live and received eight proposals. These proposals have been evaluated and are now moving forward to the next phase, the demonstration (demo) stage.

Q3: The City has reached the midpoint of its ERP implementation with BS&A and is now entering the core configuration and validation phase. The second legacy data extraction has been delivered, and initial vendor-led review sessions of the migrated data have been completed, confirming preliminary alignment of system requirements and data structure. With these activities, the City enters the vendors “Go-Live Preparation Phase,” with all work currently on track for November deployment.

The City completed evaluations of the eight (8) proposals received and conducted demonstrations with the top three (3) ranked vendors. Following the demonstration process, City departments collaboratively selected a vendor for the new Human Resources Information System (HRIS). Contract negotiations have been completed, and the agreement is currently under legal review. Implementation is planned to occur concurrently with the Enterprise Resource Planning (ERP) system.

Additional internal and external communication opportunities will be explored for possible implementation.

Q1: This has been successfully achieved through the City's new text alert system, Clerk Chat. In 2025 alone, the City sent a total of 37,679 text messages through the platform. Unlike traditional one-way text alert services, Clerk Chat enables two-way communication, allowing residents to ask questions and receive responses directly. This functionality allows the Marketing/Communications (MARCOM) team to efficiently monitor, track, and respond to resident inquiries following message distribution.

In addition, the MARCOM team is implementing topic-based email subscription lists, giving residents the ability to choose the types of notifications they wish to receive via email. For residents who prefer traditional printed materials, copies of the monthly City newsletter are available for pickup at City Hall, the Senior Center, the Recreation Center, and the Library.

Internally, the MARCOM team has successfully launched a staff-focused newsletter that highlights employee achievements, departmental recognition, and City services and programs available to staff. The newsletter also promotes City-hosted events that employees can attend with their families and friends, along with updates on internal projects at City facilities and other staff-related news.

In addition, the MARCOM team hosts monthly Communications Meetings. The first 30 minutes are dedicated to training on communications best practices, helping reduce organizational risk and liability. Training topics include social media ADA compliance guidelines, responsible use of AI in communications, public records requirements, and related subjects.

The second half of the meeting provides a forum for departments to share updates on their initiatives and activities. This collaborative approach strengthens internal coordination, reduces information silos, and ensures departments are informed about one another's work. Information shared during these meetings directly supports the content of both internal and external City newsletters.

Q2: The MARCOM team uses the Temple Terrace In-Touch app to share information with residents through call-to-action buttons on the app's home screen.

MARCOM also uses Facebook's "Local Alert" feature, available only to government entities, to send notifications to Temple Terrace residents with Facebook accounts, regardless of whether they follow the City's page. This functions as a geo-targeted alert.

Digital displays outside City Hall, the Library, and Public Works share information with residents on the road.

Q3: This project has been completed.

Continue to seek organizational improvements.

Q1: The City Manager and HR Director are reviewing City positions to evaluate how roles, responsibilities, and workflows are currently structured. This evaluation aims to identify areas where duties may overlap, processes may be outdated, or resources may not be used efficiently. Emphasis is currently being placed on reorganization within the Public Works Department to allow senior leaders to focus on long-term infrastructure challenges by shifting routine, day-to-day operational responsibilities to qualified positions within the department.

Q2: The City has concentrated on organizational improvements in several departments to enhance efficiency and service delivery. By strategically shifting responsibilities to better align

staff expertise with operational needs, utilizing interns to support key projects and reduce workload pressures, and prioritizing professional development and training opportunities, the City has strengthened internal capacity and performance.

Q3: A new Office of Innovation was created to address a historic lack of clear policies and organized operational systems. This Office acts as an internal consulting and technology team to modernize how the city government runs. The core responsibilities include:

- Software Rollouts: Overseeing the launch of the new Enterprise Resource Planning (ERP) system and upgrading software for HR, permitting, budgeting, and code enforcement.
- Process Audits: Reviewing non-public safety departments to eliminate waste, write better policies, and find modern software tools.
- Staff Training: Teaching employees citywide how to use new systems and adopt best operational practices.
- AI & Customer Service: Introducing safe AI tools to the organization and upgrading digital portals for citizens. Improving document management system capabilities.
- Sterling Award: Leading the effort to secure the Governor's Sterling Award in the future.

Finance

Assist the Water & Sewer Utilities division to pursue grants to mitigate costs associated with strengthening the City's infrastructure and provide funding for solutions to improve water quality, such as removing PFAS.

Q1: The Utilities Department is hiring an Accountant 3 to coordinate with Finance on project management and budget control. It is our expectation that this staff member will also coordinate with Finance on the pursuit of W&S grants, particularly those helping to mitigate PFAS. These costs will not be fully known until CHA completes their study. This position is anticipated to begin in Q2.

Q2: The two Utilities Accountant 3 positions started in January; they have begun preliminary research into W&S grants. Finance also reached out to two firms, Stantec and Raftellis, to inquire about doing a Water and Sewer rate study. This is a requirement for receiving funding through a revenue bond, which will be necessary for the City to pay for the PFAS mitigation project.

Q3: Stantec was commissioned to undertake a Utility rate study, the findings of which were presented to City Council and at a Water Town Hall.

Update the 2024 Purchasing Manual.

Q1: A procurement committee was formed in Q1 comprised of four Finance staff members, including the Finance Director, the Deputy City Attorney, the Municipal Systems Analyst, the Municipal Systems Intern, and the Utility Billing Manager. The committee is reviewing all procurement processes and policies, from small purchases to bid invitations. A schedule of phases was adopted in Q1 with anticipation of having a revised Purchasing Manual draft completed by the end of Fiscal Year 2026. Recommended process and policy changes may be implemented during the process.

Q2: The procurement group completed Phase 1, "Purchases under \$5,000." The group focused on revising and clarifying credit card purchasing policies and store accounts. Finance closed store accounts that allowed City staff to walk in and put a "charge" to the City's account. Pre-approved City staff will now need to make in-store purchases with their City-issued credit card. This practice improves internal control. The group also determined that the \$2,000 single purchase limit for credit cards needs to be increased to \$4,999.99. This eliminates having to

request authorization from the Finance Director to exceed this limit every time the situation arises. Department directors will continue to be responsible for approving staff purchases under \$5,000 and monthly spending on each credit card within the department.

Phase 2 of this initiative will begin in Q3 and will focus on "Purchases between \$5,000 to \$49,999.

Q3: Phase 2 has been pushed to Q4; we have hired an Accountant III to replace the one we lost during Q3. This will be one of the position's priorities. The new hire has extensive experience in procurement and process mapping. The new Accountant III will take an active role in getting us back on track to complete this project by 12/31/26.

Increase cross-training opportunities for staff.

Q1: The Accountant 3 has taken on payroll responsibilities and has spent time with our Accountant 1 to learn components of accounts payable, including entering requisitions. The Accountant 3 also learned how to conduct a Workers Compensation Audit and the annual Public Emergency Medical Transportation (PEMT) report. These were formerly conducted solely by the Finance Director.

Q2: An Accountant 1 position staff person on our team is participating on the Procurement Committee in order to acquire a deeper understanding and knowledge of purchasing processes and policies. This enhances her own work in administering the credit card program and builds her capability to take on backup duties for accounts payable.

Q3: The Accountant 1 has taken over the processing of monthly sales tax payments and is fully handling the monthly Accounts Receivables. There is now redundancy within the office for these two tasks.

Issue an RFP for an auditing firm and make the selection for the Fiscal Year 2026 audit.

Q1: The RFP is scheduled to be sent in Q2.

Q2: Due to the added work of pursuing a GO Bond and a Revenue Bond, we will need to consider doing a 1-year extension with our current auditor, Forvis Mazars.

Q3: The Audit Committee has decided to suspend the new audit firm search for Fiscal Year 2026. It was agreed that, due to multiple reasons including pursuing two bonds and the new ERP implementation, it would be prudent to extend the current agreement with Forvis Mazars. This will be a Q4 initiative.

Transfer essential financial data from the old ERP to the new system.

Q1: The General Ledger shell has been created with revised counts to better align with the current State of Florida Accounting standards. Finance staff will coordinate with the Municipal Systems Analyst in Q2 and Q3 to begin data migration.

Q2: Staff had meetings with the new ERP vendor, BS&A, and our internal implementation team led by Municipal Systems Analyst. We finalized the GL accounting string structure to migrate into the new ERP.

Q3: Finance staff has worked with the Office of Innovation and BS&A in migrating essential financial data into the new system, including GL strings, AR accounts and modules, banking account data, and other data.

Fine-tune time sheet recording policies.

Q1: This requires coordination with the HR Department and has temporarily been put on hold.

Q2: Still on hold although as issues arise, HR and Finance are working together to make changes.

Q3: No activity required on this in Quarter 3.

Initiate monthly financial reports by January 2026.

Q1: This is expected to begin in Q2 with reporting for the period ending 1/31/26.

Q2: Due to the high volume of other projects in FY 26, this has been pushed off to the beginning of the second half of the fiscal year. Changes in the way we record the monthly employee insurance expenditures per department were made in Q2 and this has reduced the number of hours to reconcile and record these expenditures by several hours. This process creates a greater efficiency and reduces the reporting backlog time previously experienced. Beginning in Q3, we expect that monthly reports will be available before the end of each following month.

Q3: The department plans to release the June 2026 financial report before 7/31/26 and continue on a schedule of releasing a monthly report by the end of the following month thereafter. A more comprehensive quarterly report will follow within 45 days after the end of each quarter. The first comprehensive quarterly report will be for Q3 by 8/15/26.

Finalize department-wide utility billing SOPs for billing, adjustments, delinquency, and refund processes.

Q1: During Q1, the Utility Billing Division continued work on developing and refining department-wide Standard Operating Procedures (SOPs for core functions including billing, account adjustments, delinquency processing, and refunds. This effort is intended to formalize existing practices, improve consistency across staff, and support long-term operational continuity.

Q2: The Utility Billing Division continued advancing the development of department-wide SOPs, with a focus on aligning procedures to recently implemented operational changes, particularly within delinquency and shutoff workflows. Existing processes were further refined and standardized, and documentation efforts progressed to ensure consistency across staff, improve training capabilities, and support long-term operational continuity.

Q3: The Utility Billing Division focused on developing department-wide SOPs by continuing to document and refine processes with delinquency and shutoff workflow and developing competency assessments and checklists particularly with the billing processes. The division is continuing to strengthen all existing processes to standardized operations across the division.

Implement a formal delinquency and shutoff program with clear internal workflows and customer notices.

Q1: The Utility Billing Division initiated a formal delinquency and service shutoff program during Q1, supported by defined internal workflows and standardized customer notifications. The program officially will begin with the first scheduled service shutoff date on January 26, 2026, following advance customer outreach and notice, and established clear timelines and enforcement procedures moving forward.

Q2: The Utility Billing Division fully implemented the formal delinquency and service shutoff program following its January launch. Weekly shut-off cycles were executed in accordance with established procedures, supported by consistent customer notifications and internal coordination between office and field staff. The program has resulted in improved collection performance, more predictable workflows, and increased operational clarity. With multiple cycles now completed, the Division has established a usable baseline of collections data, which will support ongoing

evaluation, forecasting, and future program refinements, while also identifying areas for staffing and process enhancements.

Q3: The program runs each week consistently and based on data provided from Q2 the team has performed minor refinements to the process.

Use operational data to analyze trends and workload patterns that inform staffing, efficiency, and long-term planning.

Q1: During Q1, the Utility Billing Division continued building and organizing operational data sources to support future measurement and analysis, while also hiring a dedicated Data Analyst (starting in January, 2026). Databases and tracking tools were established in advance of the analyst's arrival to ensure timely onboarding and to position the department for data-driven evaluation of trends, workloads, staffing needs, and long-term planning.

Q2: The Utility Billing Division began actively utilizing operational data to evaluate trends in workload, payment activity, and delinquency management following the onboarding of the Data Analyst. Initial analyses have provided insight into staffing impacts, process efficiency, and customer payment behaviors, supporting more informed decision-making and laying the groundwork for ongoing performance tracking and long-term planning.

Q3: The Utility Billing Division continues to expand its use of operational data to support process improvements and decision-making. Reporting tools are used regularly to evaluate the success of the delinquency program. The meter technician program is providing valuable insights for decision making during the start of the budget season.

Fire

Submit a site plan for the new EOC/Fire Administration and Public Safety Communication Center to the City's planning department for review. We anticipate hiring a contractor by November 2025 with a project completion date of February 2027.

Q1: Site plan was approved. Construction anticipated to start by late January/early February 2026.

Q2: Construction has started and is progressing. We are currently slightly behind schedule, but the contractor feels he can make the time up and still finish by late December.

Q3: Construction is on pace and should be completed by January 2027.

An architect has been hired for the new Police and Fire station located off Harney Road. We anticipate hiring the contractor in the near future.

Q1: Response time data and fire station #3 validation information have been submitted to the City Manager. City Council will decide shortly whether a new fire station/training facility will be built at the same time as the police station.

Q2: City Council has voted to move the project forward. We will ask the residents to vote on a GO Bond to fund building our Police Administration Building, Fire Station 3, and Training Facility on the August 18th Primary ballot.

Q3: City staff has attended numerous events and meetings throughout the community to help educate our residents and business owners regarding the need for a public safety complex and what funding mechanism will be utilized.

Strive to enhance our response deployment model to ensure adequate staffing and equipment for preparation for potential future annexation and increased call volumes.

Q1: The department continues to produce weekly, monthly, quarterly and yearly response and profile data which is used internally to evaluate our current processes and operations while planning for future service delivery. We distribute our quarterly and annual report to the City Manager.

Q2: Staff continues to monitor and evaluate our deployment and staffing models.

Q3: Staff continues to monitor and evaluate our deployment and staffing models.

Gather information and documentation in preparation for our 5-year re-accreditation through the Center for Public Safety Excellence (CPSE).

Q1: The department continues to work in preparation for our anticipated CPSE accreditation site visit in May of this year. We have completed the Standard of Cover document and are very close to completing the Strategic Plan.

Q2: The department is in the review process with the accreditation team from CPSE, answering questions and providing feedback before their visit in the next couple of months.

Q3: The accreditation team visited our agency and provided great feedback and recommendations for continuous improvement. They recommended successful re-accreditation.

Human Resources

Continue leadership training for directors and their seconds-in-charge to encourage ongoing professional development.

Q1: Members of the Leadership Team who were unable to attend the first Lean Six Sigma training in April 2025 were invited to attend the second Lean Six Sigma Training in December 2025. They were also invited to participate in the Presentation and Public Speaking seminar.

In addition to this, the department is in the process of coordinating the City's annual Leadership Team Summit.

Q2: The department has confirmed the City's annual Leadership Summit on May 14, which will focus on crisis communication strategies. The main speakers for the event will feature members from the Tucker/Hall firm, including Emmy winner, Darren Richards. We anticipate productive discussions, valuable insights, and team building opportunities.

Q3: The Leadership Summit was a success and provided an opportunity for the City's directors and second-in-command staff to continue their professional development and strengthen leadership skills. During the summit, members of the leadership team shared their own experiences with crisis management while learning new techniques. This training reinforced the importance of effective communication, collaboration, and proactive leadership during both routine operations and critical situations.

Focus on learning and development by implementing various training courses throughout the year to promote staff education and wellness.

Q1: The department will continue to host, and share online opportunities for, educational seminars for employees throughout the year. This includes the following:

- MissionSquare retirement seminars
- Prudential Pathways seminars
- FMIT Risk Management seminars

Q2: In addition to continuing Q1 efforts, we are working with MissionSquare to enhance employee financial acumen, including plans for onsite sessions. We will also be sharing resources for Mental Health Awareness month.

Q3: The department hosted another Lean Six Sigma Yellow Belt Training to continue providing employees and leaders with process improvement tools that support operational efficiency and innovation across the organization.

Additionally, the department launched a citywide Sexual Harassment Prevention Training initiative for all employees, reinforcing the importance of a safe and respectful workplace. The goal is to establish this training as an annual requirement to support ongoing education and awareness.

The department will select an HR program that integrates seamlessly with the City's new ERP to effectively improve the City's onboarding process and manage the complexity of an evolving workforce.

Q1: The department worked closely with the Systems Analyst Team to review the Request for Proposal draft to ensure the guidelines and criteria aligned with the City's needs and goals.

Q2: The RFP has been published, and we are waiting for the submission period to end. At that time, we will begin reviewing proposals and move forward to the demo phase.

Q3: The RFP process has been completed, and a finalist has been selected for the new HR system. With the Office of Innovation leading the effort, the Human Resources Department, Finance, and Legal, collaborated to finalize the contract and prepare for the implementation phase.

Explore new benefit options for City staff, such as Flexible Spending Accounts (FSA).

Q1: The department successfully implemented a General Flexible Spending Account and a Dependent Care Flexible Spending Account. In addition, the following benefits were added for the new plan year:

- Legal Coverage
- Whole Life Insurance
- Pet Insurance

The department is also currently conducting research to identify opportunities to reduce expense ratios and fees within defined contribution plans.

Q2: The department worked with Finance and the City Manager to update the City's vacation leave policy. Full-time employees now receive 24 hours of leave upon hire, and part-time employees receive 12 hours. In addition, employees may now use vacation leave after only three months of employment, rather than six months.

Q3: The department continues to monitor the City's benefit program and evaluate opportunities for future enhancements that support employee needs and organizational goals. As the workforce landscape continues to evolve, the department remains committed to ensuring the City's benefit package supports employee well-being and contributes to the City's ability to attract and retain talented employees.

Information Technology

Implement a new phone system for the City.

Q1: The RFP has been drafted and is currently under Legal review. If no revisions are required, it will be posted once approval is received.

Q2: The RFP, along with two addenda addressing vendor questions, has been published and responses have been received. We are currently reviewing submissions and scheduling demonstrations with the top three vendors based on committee scoring.

Q3: The competitive procurement process for the City's new cloud-based unified communications system has been completed. Eight vendor proposals were received and evaluated by a cross-departmental committee, including vendor demonstrations. Following the evaluation process, a preferred vendor was selected, and contract negotiations are currently underway. The implementation plan will begin upon execution of the agreement.

Begin implementation of a new ERP system.

Q1: The ERP contract has been approved by City Council, and we are currently working with the vendor on initial implementation steps.

Q2: Implementation is ongoing. We are continuing to collaborate with the City's project management team, departments, and the vendor to advance deployment.

Q3: The ERP implementation is ongoing. IT continues to support the City's project management team, departments, and the vendor by providing technical assistance and participating in implementation activities as needed.

Replace user computer hardware as part of the five-year refresh cycle.

Q1: Computers have been purchased and received. Configuration and user deployment are currently in progress.

Q2: The majority of devices have been deployed. We are continuing to configure and install the remaining devices.

Q3: Deployment is substantially complete. The remaining devices are scheduled for installation in the final department, completing the City's five-year computer hardware refresh cycle.

Continue to strengthen cybersecurity across the organization.

Q1: Contract renewals have been completed, and a new backup solution has been purchased to enhance the security of our data backups. Configuration of the new backup system is currently underway.

Q2: Configuration of the new backup system is nearing completion. We have also implemented a new email security solution, Darktrace, to replace Proofpoint. This system uses AI-driven learning to improve email security, including automated whitelist management and enhanced threat detection.

Q3: Implementation of the new backup solution has been completed, further strengthening the City's cyber resilience and data recovery capabilities. IT continues to enhance the City's cybersecurity posture through advanced email threat protection, continuous security monitoring, vulnerability management, and proactive security updates.

Legal

Continue to assist elected officials and City staff to address the City's legal needs.

Q1: The Legal Department is continually available to assist elected officials and City Staff to address its legal needs. Of particular note for this past quarter is the work accomplished by Deputy City Attorney Nicole Donnell and Finance Department to streamline the procurement process, including contracts, Requests for Proposals (RFP's), Invitations to Bid (ITB's), and Requests for Qualifications (RFQ's).

Q2: The Legal Department continues to be available to assist elected officials and City staff to address the City's legal needs.

Q3: The Legal Department continues to be available to assist elected officials and City staff to address the City's legal needs.

Work with the Mayor and City Manager to develop basic working points to be considered by the Temple Terrace Golf and Country Club and City Council. Upon agreement of points, develop a new agreement or MOU between the parties to govern repayments, maintenance responsibilities, etc.

Q1: A meeting with the City Manager, Finance Director, and City Attorney has been scheduled for 1/23/2026 to begin addressing this Budget Goal.

Q2: A new lease will be drafted that will address repayment of debt, rent, taxes, and maintenance of grounds, trees, and tunnel. Target completion date scheduled for December 2026.

Q3: An initial working draft expected in Q4.

Legislative

Increase Council professional development opportunities. \$9,650 was added to the Fiscal Year 2026 budget for additional Council training.

Q1: Funds were increased in the FY 2026 Budget for the Council.

Create a cross-departmental committee to secure a new document management system and work with the Marketing and Communications team to purchase a Council Chambers Playback Server.

Q1: The City Clerk and IT Director are reviewing the current system and updating areas of the system. The process of OCR (Optical Character Recognition) has been run on the current data system. This is now set up as an ongoing scheduled process for documents saved in the system. We are working on setting workflows for consistent input of storage meta data and retention schedules. The City Clerk files are being evaluated at this time. Marketing and Communications is reviewing Chamber equipment.

Q2: The City Clerk is working with the IT Director in an ongoing review, and the Clerk is reviewing/discussing legal records with the Legal Assistant. The City Clerk, Admin. Assistant, and IT Director continue to review department records within the current Document Management System and other documents that seem to be stored in other database systems. We have been reviewing details of City Clerk and Legal Files, retention requirements and if any duplicate files seem to exist. Currently we are moving forward with each department's review and documenting the system(style) of storing records from department to department and where they are stored, and each department's process. Then we will move forward working directly with each department to work on the organization of their records, process and their needs to be compliant and have all their required records in the official document management system. Discussions and research

are being held with the representatives and contacts/consultants of the current system to evaluate and improve. The City Clerk is also having discussions with other City Clerks on this topic and processes. Marketing and Communications is reviewing Chamber equipment and exploring new technology and equipment availability.

Q3: The City Clerk, Administrative Assistant, IT Director, and Office of Innovation continued evaluating the City's document management and public records request processes. Following the discovery and due diligence process, the City determined that enhancing the existing Laserfiche document management system is the preferred approach rather than replacing the platform. As part of this phased approach, the City selected JustFOIA to modernize the public records request process by providing a centralized portal for request intake, tracking, workflow management, payment processing, and reporting. Contract documents are currently under legal review, with implementation planning underway. The City also continues to review and organize departmental records, standardize storage practices and metadata, evaluate retention requirements, and prepare for future implementation of additional Laserfiche capabilities, including workflow automation and records management. The Council Chambers Playback Server has been ordered/purchased.

Conduct a Boards/Committee Process Review.

Q1: The City Clerk's Office is reviewing each Board for process of appointments and rules. This will include reviewing each resolution that created the Board/Committee and any resolutions that changed those components of the board/committee makeup.

Q2: Continuing the review, working with administrative assistants to document boards/committees, and the makeup of each board/committee.

Q3: The City Clerk is reviewing the information gathered and working with administrative assistants to clarify information and verify the completeness. Working to organize the information consistently and create a uniformed format.

Leisure Services - Library

Partner with the Temple Terrace Garden Club to present fun and educational programs, highlight local gardens, and host the Garden Club Book Club.

Q1: The library provides space for Garden Club displays and book club meetings as well as recommendations for the books they read and discuss.

Q2: The library continues to host Garden Book Club meetings once a month and select and provide the books that members check out to read. Garden Club displays consist of live flowers and/or informational flyers.

Q3: The library continues to host Garden Club activities; this quarter the Garden Club hosted a children's program consisting of story and craft time.

Library staff are excited to explore the possibility of planning and planting a garden at the library in cooperation with Public Works, the Garden Club, and Ace Hardware.

Q1: Library staff will begin coordinating the planting of a garden in the spring.

Q2: Planning has begun on the new library butterfly garden. Library staff will be in charge and volunteers will help plant and tend the garden.

Q3: Plans continuing on the new butterfly garden area.

Complete renovations to the Library bathrooms.

Q1: Bathroom renovations began in December.

Q2: Due to unforeseen circumstances restroom renovations have taken longer than anticipated, however, it is hoped that construction will be completed soon.

Q3: Bathroom renovations were completed in May, with Public Works stepping in to complete the job.

Leisure Services – Parks and Recreation

Initiate construction of Riverside Park.

Q1: This project is still in design phase. Project bidding is expected in Q2 or Q3.

Q2: This project has progressed to permitting and development of bid documents. Bidding is still expected to take place later this year.

Q3: This project is still in the permitting and development of bid documents phase. Bidding is expected in Q4 or early Q1 FY 27.

Provide improvements to sidewalks at Riverhills Park, Linwood Park, and Hilltop Dog Park.

Q1: Plans have been developed to reconfigure parking at Riverhills Park to return to the dirt road and circle drive to green space. Work to commence in Q2 following the installation of the new playground equipment.

Q2: The playground installation has been completed. Work on the road and park improvements are being coordinated with Public Works. Sidewalks at Linwood Park and Hilltop Dog Park have been completed.

Q3: The department is working with the Engineering Division on designs for the Riverhills Park boat ramp area parking upgrades.

Replace playground equipment at Riverhills Park.

Q1: Playground equipment was ordered with an anticipated delivery/install in Q2.

Q2: This project has been completed.

Police

Re-establish a police explorer program.

Q1: Explorer Post 260's documentation, including the general order, bylaws, and charter, has been completed and implemented. The post was officially reestablished with the Boy Scouts of America, and the original post number was retained. The Police Department hosted an open house on November 21, 2025, which was attended by local youth. A second recruiting event is scheduled for January 24 at the Temple Terrace Family Recreation Complex. CLU has been working with marketing to get the message out about the new program. With the help of the marketing team, we have published new flyers, social media posts, and digital billboard messages. So far, we have received one completed application for membership and two other applications in process.

Q2: The Community Liaison Unit expanded recruitment efforts to include outreach at schools surrounding the City of Temple Terrace, including Brooks DeBartolo Collegiate High School, Tampa Bay Technical High School, King High School, and Patel High School. CLU continues to try and actively recruit new members for Explorer Post 260 and has committed to maintaining a presence at all City-affiliated events to increase visibility and engagement. On the social media side, the Explorer Post remains pinned at the top of departmental platforms, and digital billboards continue to promote the program. These combined efforts are focused on increasing awareness and building participation in the Explorer Post.

Q3: The Community Liaison Unit is planning to host a Kids Police Academy this winter as a way to introduce youth to the department and identify potential recruits for the Explorer Program. CLU will also attend orientations at local schools to connect with students who may be interested in participating.

Establish a department wellness program.

Q1: During the first quarter, the department established an Officer Wellness Committee made up of volunteer officers and supervisors. The committee has met twice and is focused on practical, officer driven approaches to strengthening mental and physical wellness while supporting morale across the department.

The department also hosted a presentation for interested members one TMS treatment. This non-invasive brain stimulation therapy is used to address conditions such as post-traumatic stress disorder, anxiety, and sleep disorders. Several officers have already participated in this treatment, which is offered at no cost to active and retired first responders.

During a recent in-service training, representatives from Franciscan Center presented on Operation Restore. This program supports individuals who have experienced a traumatic incident or cumulative trauma over time. It combines peer support with trained clinicians and uses education and EMDR therapy to address post-traumatic stress.

Information on the First Responder Hope Line has also been shared with department members. This confidential resource provides 24/7 mental health support, peer assistance, and referrals for law enforcement, fire, EMS, dispatchers, and their families.

The department maintains representation with the Suncoast Alliance for First Responders, which supports prevention-focused efforts and keeps the agency engaged with current trauma-informed practices. We also have representation in a regional law enforcement peer support group, allowing us to contribute to peer support efforts beyond our agency while strengthening internal support for our personnel.

Q2: The department has transitioned from program development to implementation of its wellness initiatives. The Officer Wellness Committee continues to meet and is working to formalize wellness programming and identify additional resources for department members.

In recognition of Officer Wellness Month, all sworn personnel are being assigned a wellness and mental health training course focused on building sustainable habits for long-term career health. This training reinforces the department's ongoing efforts to normalize wellness and provide practical tools for managing stress and cumulative trauma.

Department instructors will also attend the Officer Resiliency, Safety and Wellness Leadership Forum. Information and best practices from this forum will be brought back to the Wellness Committee and incorporated into future in-service training to strengthen the department's approach to officer wellness.

Q3: The department will host a mental health workshop for first responders on October 22, 2026, at Omar K. Lightfoot. The course will teach first responders how to apply the Mental Health First Aid Action Plan, peer support principles, team resilience strategies, and risk mitigation practices. The course will be offered to 40 participants from law enforcement agencies across the region, including Temple Terrace.

Command staff also met with Hook a Hero, a volunteer-driven nonprofit organization that provides mental health services to first responders and military members. The organization will speak at an upcoming in-service training to share information about the services they provide free of charge.

Enhance leadership development programs for supervisors and new hires.

Q1: The department has implemented an internal mentorship program that pairs every supervisor with a command staff mentor. Each month, a leadership topic is selected and discussed during one-on-one meetings, allowing mentors and mentees to share experiences and practical insight. Topics covered to date include Progressive Discipline and Documentation, Coaching Problem Employees, and Managing Up with a focus on effective communication with command staff.

Sergeant Mehalopoulos recently graduated from the inaugural Leadership Academy hosted by the Tampa Bay Area Chiefs of Police. This nine-month, grant-funded program focused on advanced leadership concepts such as organizational culture, emotional intelligence, public information responsibilities, budgeting, procurement, discipline, transparency, use of force, and professional networking.

Sergeant Valentine is currently attending the Law Enforcement Command Officer Management Executive Leadership Institute through Saint Leo University. This grant-funded program emphasizes executive decision-making, organizational leadership, ethics, labor relations, and strategic management within a public safety context, blending academic instruction with practical application to prepare participants for senior command roles.

Corporal Diers has been selected to attend the FBINAA Leadership Certification Program hosted by the FBI National Academy Associates. This grant-funded program, scheduled for January 20 through 23 at PHC, focuses on strategic leadership, ethical decision-making, organizational management, and current public safety challenges, with a strong emphasis on practical application and peer collaboration.

The department also continues to send officers and supervisors to FBI-LEEDA courses. These programs focus on leadership and supervision from the line level through executive leadership. Many of these courses are grant-funded and provide valuable exposure to proven leadership practices that support a productive and healthy work environment. To date, 11 sworn officers have completed all three levels of the curriculum, earning the FBI-LEEDA Trilogy Award.

Q2: The department continues to expand its leadership development efforts with a focus on building a strong supervisory pipeline and preparing future command staff. Sergeant Valentine successfully graduated from the Law Enforcement Command Officer Management Executive Leadership Institute through Saint Leo University, further strengthening the department's executive leadership capacity.

Commander Huchla completed the FBI-LEEDA Supervisor Leadership Institute and is on track to complete the remaining courses required for the Trilogy Award. Once completed, the department will qualify for the Agency Trilogy Award, reflecting a fully developed command staff trained in nationally recognized leadership principles.

Officer Rivers and Officer Rivera are scheduled to attend the FBINAA Supervisor Leadership Institute, continuing the department's investment in developing first-line supervisors. In addition, Sergeant Mehalopoulos is scheduled to attend Shifting to Leadership Mindset, a course focused on strengthening leadership skills for both new and experienced supervisors.

These efforts build on the mentorship program established in Q1 and continue to strengthen leadership development at all levels of the organization.

Q3: The department has continued to support succession planning through recent internal promotions, including Officers Osborn and Ryals. These promotions reflect the department's ongoing effort to identify, prepare, and advance personnel into greater leadership roles.

The department has also seen progress in its new-hire development efforts. Officers Meade and Scott recently completed the Field Training Officer Program and have moved to solo patrol. The

department also hired new Officer Pedroza, further supporting staffing and recruitment efforts. In Communications, Dispatchers Buck, O'Brien, and Garland recently graduated from the newly revamped communications training program and are now working independently. These milestones reflect continued investment in structured training, onboarding, and preparation of new personnel for independent service.

Continue conducting active assailant training with the Fire Department.

Q1: Annual training will occur in the Summer of 2026.

Q2: The Police Department and Fire Department continue to coordinate and prepare for the annual active assailant training scheduled for Summer.

Q3: The department will conduct active assailant training this month that will incorporate virtual reality, a tabletop exercise, and policy review. A large-scale exercise is also scheduled for September at USF and will include participation from Fire and USF Police Department. The exercise will take place in two USF buildings and will simulate an active assailant response in an office building setting.

Public Works – Engineering

Complete \$1,500,000 in street resurfacing projects using Hillsborough County surtax funds; complete an additional \$1,500,000 in street resurfacing projects using Street Improvement funds.

Q1: Contracts with vendors are being finalized. Staff is reviewing quantities for job letting.

Q2: Contracts are being finalized to be sent for Council approval.

Q3: City Council has approved vendors for asphalt paving. Contractors are working on construction schedule.

Complete sidewalk rehab project on South Burlingame Avenue for less than \$500,000.

Q1: No action currently.

Q2: Under review with staff.

Q3: Still under review.

Complete construction on Sunnyside Road project for less than \$500,000.

Q1: Staff has a draft of work to be performed, and it is currently going through internal review. Also working with BPAC committee to hear their concerns for the area.

Q2: Draft design continues to be finalized. Multiple options have been considered but are proving to be a challenge due to limited right-of-way.

Q3: The consultant is evaluating suitable design and respective construction cost estimate. A public meeting will be scheduled for comments.

Initiate design work for two new projects: Sunnyside Road (street); Brentwood Drive and South Riverhills Drive (stormwater).

Q1: Both projects are in process. The Sunnyside project is running concurrently with the other street work. The Brentwood project proposal has been reviewed by the Director and sent back looking for clarifying answers on specific aspects.

Q2: Sunnyside design continues to be developed. Brentwood design is complete and continues on a defined construction timeline.

Q3: Construction task for this project will be incorporated into the Sunnyside Road project construction.

Complete South Riverhills Wooden Bridge repair and Telecom Drive Sidewalk extension.

Q1: The wooden bridge is being incorporated in the park project. Telecom design is complete, pending quote/bidding and construction

Q2: Bridge still pending park project kickoff. Telecom sidewalk has a new contractor and is being scheduled to be completed by the end of May.

Q3: Bridge still pending park project kickoff. Telecom sidewalk is complete.

Public Works - Facilities

Complete remodeling of the Utility Billing offices located on the first floor of City Hall.

Q1: Staff recently resolved an unexpected delay in the procurement of a temporary office structure which now allows the project to begin moving forward. Work is scheduled to begin approximately the week of February 9th.

Q2: The Utility Billing offices will be completed by the end of April.

Q3: This project has been completed.

Complete grant-funded project for installation of storm shutters at the Public Works building.

Q1: Scope is currently being drafted. FDEM quarterly report was submitted to reflect the same. Bid documents are expected to be published in March.

Q2: Bid documents are in the legal office for review.

Q3: Bid was posted on June 22, 2026.

Continue to find cost savings for facilities and ground maintenance, including coordinated efforts in grounds with the Parks and Recreation grounds crew.

Q1: Staff has been realigned to meet demands while reducing duplication of efforts. The park monitor position has been filled and parks now have 7-day coverage for an increased presence.

Q2: Seven-day a week coverage has resulted in less concerns about trash in the parks. Staff continues to work efficiently keeping overtime hours low.

Q3: Overtime hours remain low.

Public Works – Fleet Maintenance

Perform inventory audit

Q1: The inventory audit includes ongoing review of items needed versus readily available shelf items from our preferred vendors.

Q2: Inventory is being monitored and a full audit is being planned to coincide with the new ERP.

Q3: Coordinating with HR to perform the first round of audits.

Explore changing labor charges to more accurately reflect actual labor costs to work on City vehicles.

Q1: The Finance Department has made a preliminary shift in labor rates; time will tell if the initial move has a positive impact.

Q2: Continuing to monitor the changes. Fleet continues to utilize Navaline for tracking purposes.

Q3: No change.

Public Works - Sanitation

Add new commercial account services and continue to seek to add new commercial accounts.

Q1: Staff continues to monitor the growth and needs of our commercial customers and are positioned to serve them as they need.

Q2: Staff continues to procure more equipment as the business continues to grow. Staff is carefully monitoring this equipment as to not create a large inventory that is unnecessary if the demand slows. This process is to retire aged, tired units and maintain the newer equipment.

Q3: Staff continues to add businesses resulting in a positive fund balance.

Add two new residential rear load trucks.

Q1: One unit has been ordered and expected to be delivered in early Q3. The other is currently being shopped.

Q2: The first truck is scheduled to be delivered the first week of May. The purchase of the second truck was just approved by Council and is slated for Q4 of FY26.

Q3: One truck has arrived and the other is slated for November 2026

Present recommendations to clean up outdated language in the City's sanitation ordinance.

Q1: Ready to be heard by Council for consideration in Q2.

Q2: This project has been completed.

Public Works - Water & Sewer Utilities

Complete Chinaberry Pumping Station construction.

Q1: Work is under way expecting completion at the end of Q3 or early Q4.

Q2: Work is still in progress and expect it to be completed in July.

Q3: This project is approximately 90% completed. Contractor is working with TECO to determine project completion date.

Complete River Run Lift Station construction.

Q1: The vendor was waiting on generator which was recently delivered. Work to resume.

Q2: Generator is onsite and the vendor has had multiple delays due to staffing. The target is to be completed early in Q4.

Q3: Legal Department working through additional vendor terms.

Complete year 4 of 5-year iHydrant program.

Q1: Two hydrants remain on the list, when completed the program will be satisfied.

Q2: Project experienced a small delay due to other priorities and will resume up in Q3.

Q3: Staff had a pre-construction meeting and continues to work through the last phase design/work.

Bid and contract construction for Queensway and Fowler Gravity Main Crossing.

Q1: Project is under review.

Q2: Still under review.

Q3: Project has been completed. Scope was redesigned and work completed well under budget.

Bid and contract construction for the Lift Station SB project.

Q1: Staff is reviewing final project scope.

Q2: Still under review.

Q3: 90% plans were returned with comments for review.

Roll out revised 5-year Capital Improvement Program for all Water & Sewer Utilities infrastructure projects.

Q1: This update is pending.

Q2: This will see movement during the FY27 budget preparation.

Q3: FY27 budget includes a majority of work addressing PFAS remediation.

Provide City Council with solutions to meet the EPA's PFAS level requirements by 2031.

Q1: Staff is continually working with CHA to ensure quality solutions are presented.

Q2: Final proposal from engineering consultant expected to be presented in May to Council.

Q3: CHA presented Water Treatment Master Plan inclusive of PFAS mitigation recommendations to City Council and at Town Hall.

Ensure construction of the Whiteway Utility Services hardened building is underway at the start of FY 2026.

Q1: Project is underway. Vertical walls are being completed. Roof components are to begin in early February.

Q2: Building is moving along well. Roof is on, windows are installed, and the final rough-in of utilities is underway.

Q3: Work in progress. A ribbon cutting ceremony is scheduled for August 11, 2026.

Convert current HMI system data flow to VT Scada; purchase and implement five units of lift station monitoring SCADA.

Q1: Staff has met with a few vendors and continue to work through options for an optimal product.

Q2: Phase 1 of the SCADA upgrade has been designed and quoted. Council approval of plans is being scheduled.

Q3: City Council has approved SCADA upgrade project for Water Treatment Plan. Contractor is working on an integration assessment.

Convert current gas chlorine into sodium hypochlorite (bleach).

Q1: Staff is working with CHA to ensure this change is aligned with their recommendations.

Q2: Still pending final CHA plan acceptance.

Q3: Council approved a replacement plan. Staff is working with the vendor to complete the upgrades.

American Rescue Plan Act - Project Updates

FY 2026 Quarter Three

Whiteway Utility Service Center

FY 2026.Q1 – Building masonry wall erection and form work for concrete column work in progress. TECO electrical line construction easement is under review by Legal.

FY 2026.Q2- Building masonry wall erection and form work for concrete column work completed. TECO electrical line construction easement approved by Legal and work completed. Contractor has provided asphalt mix design and is scheduling for asphalt paving and concrete sidewalks in early May.

FY 2026.Q3- The project is approximately 90% complete. The contractor is currently scheduling the asphalt paving and is working toward final completion of the project. The ribbon-cutting ceremony is scheduled for August 11.

127th Ave Stormwater Improvement Project

FY 2026.Q1 – Phase 1: The City is in the process of identifying a viable procurement method to secure a contractor for the lift station rehabilitation project. Once the procurement method is finalized, the contract will be advertised for bid. Phase 2: The ditch reconstruction design has been completed. The project is currently awaiting selection of a stormwater contractor to proceed with construction.

FY 2026.Q2- The City has piggybacked on the Hillsborough County contract and secured a contractor for the lift station rehabilitation project. The wet well construction has been completed. Contractor is working with TECO for power disconnect and is ready for electrical panel work.

FY 2026.Q3 – The lift station project was completed. Remaining drainage ditch work will be done in-house by Public Works staff.

Bregar/Bannockburn Stormwater Improvement Project

FY 2026.Q1-Completed

FY 2026.Q2 & Q3 - No further updates

North Riverhills Dr and Maybole Pl Stormwater Improvement Project

FY 2026.Q1 - Payments made to Contractor. Project completed.

FY 2026.Q2 & Q3 - No further updates

Stormwater Maintenance Projects

FY 2026.Q1 - Awaiting design submittal from consultant engineers for pond as part of Riverside Park design.

FY 2026.Q2 – Vetting remaining projects for eligible fund usage.

FY 2026.Q3 – No additional ARPA funds are outstanding for stormwater projects.