



City Council Meeting
Temple Terrace, Florida
Monday, August 17, 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. Life Saving Award

5.B. Proclamation - Florida Water Professionals Month

6. Presentations

6.A. Legislative Update

7. Board Appointments

7.A. Board of Adjustment - One Regular Reappointment

8. Consideration of Minutes from Previous Meetings

8.A. Approval of July 28, 2026 City Council Special Meeting Minutes

8.B. Approval of August 4, 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 Approving the Award of RFP NO. 26-002 Cloud-Based Unified Communication System and Implementation Services

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING THE AWARD OF RFP NO. 26-002 FOR A CLOUD-BASED UNIFIED COMMUNICATIONS SYSTEM AND IMPLEMENTATION SERVICES TO TYTEN TECHNOLOGIES, INC. IN THE AMOUNT OF \$200,188.59; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY AGREEMENTS AND RELATED DOCUMENTS; PROVIDING FUNDING FROM UNASSIGNED GENERAL FUND BALANCE AND COMMUNITY INVESTMENT TAXES; PROVIDING AN EFFECTIVE DATE.

- 11.B. Resolution Approving Hampton Oaks Non-Ad Valorem Assessment for Fiscal Year 2027

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING THE FISCAL YEAR 2027 NON-AD VALOREM ASSESSMENT ROLLS FOR THE HAMPTON OAKS ASSESSMENT AREA; DIRECTING CERTIFICATION OF THE ASSESSMENT ROLLS TO THE HILLSBOROUGH COUNTY TAX COLLECTOR; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

- 11.C. Resolution Approving the Renewal of Microsoft Office Licenses

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING THE PIGGYBACK AGREEMENT WITH INSIGHT PUBLIC SECTOR, INC. FOR SOFTWARE LICENSING, MAINTENANCE, AND SUPPORT SERVICES IN THE AMOUNT OF \$125,445.23 FOR MICROSOFT OFFICE 365 USING THE STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICE'S ALTERNATE CONTRACT SOURCE NO. 43230000-23-NASPO-ACS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PIGGYBACK AGREEMENT AND RELATED DOCUMENTS; PROVIDING FUNDING FROM GENERAL FUND INFORMATION TECHNOLOGY BUDGET; PROVIDING AN EFFECTIVE DATE.

12. Public Hearings, Ordinances, and Resolutions

- 12.A. 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.B. Public Hearing and Second Reading of Ordinance 1599 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 ACCOMODATION 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.C. Public Hearing and Second Reading of Ordinance 1600 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.D. Public Hearing and Second Reading of Ordinance 1601 Amending 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.E. Public Hearing and Second Reading of Ordinance 1602 Amending 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.F. Resolution Approving Amendment #3 to the Fiscal Year 2026 Budget
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING ADJUSTMENTS TO THE FISCAL YEAR 2026 BUDGET FOR APPROPRIATING AND ALLOCATING FUNDS FOR PROJECT EXPENDITURES AND REVENUES NOT INCLUDED IN THE FISCAL YEAR 2026 ADOPTED BUDGET; DIRECTING THAT THE BUDGET ADJUSTMENT BE PUBLISHED ON THE CITY'S WEBSITE WITHIN FIVE DAYS OF ADOPTION; PROVIDING AN EFFECTIVE DATE.

13. Council Business

14. New Business and Board Reports

15. City Manager's Report

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 17, 2026
From: Jeannie Barlow, Senior Executive Assistant
Item Type: Recognitions/Proclamations
Subject: Life Saving Award
Presenter: Andy Ross, Mayor

Recommendation:

Discussion:

On June 14th, 2026, at approximately 11:03 hrs, Officer Donald JN Louis was off-duty, playing soccer at the fields located at 6601 E 113th Ave. While playing, JN Louis noticed another player suddenly collapse and fall to the ground. Recognizing that the individual was in cardiac arrest, JN Louis sprinted towards his vehicle to retrieve his mobile phone to request emergency medical assistance.

As he was running towards his vehicle, JN Louis looked back and noticed that no one was assisting the downed individual or providing CPR. Realizing the importance of immediate medical care, JN Louis abandoned his plan to retrieve his phone and instead returned to the downed individual to administer high-quality chest compressions and directed another bystander to request medical aid.

JN Louis continued to perform these life-saving measures for several minutes until Emergency Medical Responders arrived and transported the patient to the hospital, where he received advanced medical treatment and regained spontaneous circulation.

JN Louis's swift actions in administering CPR and delivering effective compressions to the man suffering from sudden cardiac arrest ultimately saved his life.

Resolution/Ordinance Information:

Appropriation Code:

Requirements:

Cost:

Attachments:

None

Item Cover Page

City Council Item Report

Date: August 17, 2026
From: Judy Nicklin, Executive Assistant
Item Type: Recognitions/Proclamations
Subject: Proclamation - Florida Water Professionals Month
Presenter: Jason Warrenfeltz, Public Works Director

Recommendation:

Staff recommends that a Proclamation be issued to recognize all City of Temple Terrace employees who have played a significant part in operating and maintaining drinking water, wastewater, and stormwater systems in Florida by celebrating *Florida Water Professionals Month*, which applauds their constant efforts to protect our health and environment.

Discussion:

The Florida Water Professionals Month proclamation will be received by Public Works Director Jason Warrenfeltz.

Resolution/Ordinance Information:

Appropriation Code:

Requirements:

Cost:

Attachments:

1. Florida Water Professionals Month Proclamation 2026

PROCLAMATION



TEMPLE TERRACE

Amazing City. Since 1925.

WHEREAS, the Florida Water & Pollution Control Operators Association, organized in 1940, is a non-profit trade organization that promotes the sustainability of Florida's water utility industry through workforce development to protect the health of Florida's citizens and to preserve the state's water resources; and

WHEREAS, this organization offers water and wastewater treatment plant operator and water distribution operator training courses required for the state of Florida's operator licenses, eight voluntary certification programs, and continuing education programs for operator license renewal; and

WHEREAS, this organization, in recognizing the importance of the Florida Statutes and Administrative Code that regulate the water industry, acts as liaison between the Florida Department of Environmental Protection and industry personnel; and

WHEREAS, the Florida Water & Pollution Control Operators Association recognizes all who have played a significant part in operating and maintaining drinking water, wastewater, and stormwater systems in Florida by celebrating Florida Water Professionals Month, which applauds their constant efforts to protect our health and environment.

WHEREAS, water professionals are essential first responders, as defined by Florida Statute 403.865 (b), during storms and other catastrophic events, working to ensure drinking water compliance and safe disposal of wastewater for our communities.

NOW, THEREFORE, I, ANDREW ROSS, by virtue of the authority vested in me as Mayor of the City of Temple Terrace, Florida, do hereby proclaim August 2026, as

Florida Water Professionals Month

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the CITY OF TEMPLE TERRACE to be affixed, at TEMPLE TERRACE, FLORIDA, this 17th day of August 2026.

X

Andrew Ross
Mayor



Item Cover Page

City Council Item Report

Date: August 17, 2026
From: Jeannie Barlow, Senior Executive Assistant
Item Type: Presentations
Subject: Legislative Update
Presenter: Christopher Dawson, Angela Drzewiecki

Recommendation:

Discussion:

Christopher Dawson and Angela Drzewiecki, Government Affairs Advisors with GrayRobinson and the City's legislative lobbyists, will present a legislative update to the City Council regarding the 2026 Florida Legislative Session and issues affecting Florida municipalities.

Resolution/Ordinance Information:

Appropriation Code:

Requirements:

Cost:

Attachments:

None

Item Cover Page

City Council Item Report

Date: August 17, 2026
From: Margaret Persell, Administrative Assistant III
Item Type: Board Appointments
Subject: Board of Adjustment - One Regular Reappointment
Presenter: Andy Ross, Mayor

Recommendation:

Consideration of one reappointment to the Board of Adjustment to fill a vacancy for a term extending from August 20, 2026, to August 20, 2028.

Discussion:

There is one regular and one alternate vacancy on the Board of Adjustment. According to the City Council policy, this opportunity for service was broadcast on the City's webpage and the electronic board in the City Hall lobby.

The City received one application from Mark McKinney, who is currently a member on the Board of Adjustment.

Resolution/Ordinance Information:

Appropriation Code:

Requirements:

Motion

Cost:

Attachments:

1. McKinney_Board Application 2026



APPLICATION FOR APPOINTMENT TO BOARDS AND COMMITTEES

Your Service to the City is earnestly solicited. Service on a Board or Committee provides citizens with an opportunity to help shape policy and direction for the City of Temple Terrace.

Please check Boards/Committees for which you wish to be considered:

- | | |
|---|--|
| ☐ Bicycle/Pedestrian Advisory Committee | ☐ Hillsborough County Planning Commission |
| ☒ Board of Adjustment | ☐ Community Action Board |
| ☐ Library Board | ☐ Hillsborough County Electrical Board of Adjustment |
| ☐ Parking Enforcement Hearing Officer | ☐ Hillsborough County Historical Advisory Council |
| ☐ Municipal Code Enforcement Board | ☐ Hillsborough County Maritime Law Advisory Committee |
| ☐ River Watch Task Force | ☐ Hillsborough County Mechanical Board of Adjustment |
| ☐ School Support Committee | ☐ Hillsborough County Plumbing Board of Adjustment |
| ☐ Hillsborough County Building Board of Adjustment | ☐ Hillsborough River Technical Advisory Committee |
| ☐ Hillsborough County Bicycle/Pedestrian Advisory Committee | ☐ MPO Citizens Advisory Committee |
| ☐ Hillsborough County City County Planning CommissionNew Appointment | |

Application is for:

- ☐ New Appointment
- ☒ If you currently serve on a City Board or Committee, please state which Board(s):
I currently serve on the Board of Adjustment.
- ☐ Have you previously served on a City Board or Committee (if yes, include years you served)?

PERSONAL CONTACT INFORMATION:

Name: Mark A. McKinney E-mail Address: McKinney.Mark@SPCollege.edu

Residential Address: 11016 Ridgedale Road Temple Terrace

Telephone Number: (954) 319-5332 Cell Number: (954) 319-5332

EMPLOYMENT:

Employer: St. Petersburg College How Long: 1.2 months

Title/Occupation: Dean, College of Computer & Information Technology

Work Phone Number: (727) 341-7176

Professional Qualifications and/or Work Experience:

Dean, College of Computer & Information Technology, St. Petersburg College; 25+ years of executive leadership in higher education, government, and the U.S. Army.

Extensive experience in strategic planning, policy development, governance, budgeting, regulatory compliance, and organizational leadership. Experienced board member and committee chair, including leadership with the Association of Florida Colleges, Tampa Bay Tech, and academic advisory boards. SACSCOC site Reviewer with expertise evaluating policies, procedures, compliance, and institutional decision-making.

Other Qualifications: Briefly describe any specific expertise and/or abilities that would pertain to your service on a City Board or Committee:

I bring extensive experience analyzing complex regulations, evaluating evidence, and making objective, policy-based decisions in higher education, government, and military leadership. My background includes governance, strategic planning, risk management, public administration, and regulatory compliance. I have served on numerous boards and committees, where I developed consensus among diverse stakeholders while maintaining fairness, transparency, and ethical decision-making. As a resident of Temple Terrace, I am committed to preserving the City's character, supporting responsible growth, and ensuring that all applicants receive an impartial review consistent with the City's Land Development Code and Comprehensive Plan.

Community Activities/Memberships:

Active community leader and volunteer with extensive service in higher education, workforce development, veterans' initiatives, and professional organizations. Current and past leadership includes the Association of Florida Colleges, Tampa Bay Tech Board of Directors, and Chairs of the St. Petersburg College CCIT Advisory Council. Life Member of Phi Beta Sigma, Fraternity, Inc., with more than 35 years of community service and civic engagement. Committed to supporting initiatives that strengthen education, economic development, and quality of life within the Tampa Bay region.

Educational Background:

Doctor of Education (Ed.D), Educational Leadership, University of New England; Master of Business Administration (MBA), University of Illinois Urbana-Champaign; Master of Arts in Public Administration and Master of Arts in Procurement & Acquisitions Management, Webster University; Bachelor of Arts in Communication Studies, University of Nevada-Las Vegas

Indicate reasons for desiring to serve:

I am committed to serving the City of Temple Terrace by applying my experience in leadership, governance, and public administration to support fair, objective, and well-reasoned decision-making. I value the City's unique character and recognize the importance of balancing responsible growth with the interests of residents and businesses. Serving on the Board of Adjustment provides an opportunity to give back to the community, ensure that applications are evaluated consistently with the City's ordinances and comprehensive plan.

How long have you been a resident of Temple Terrace? 5 years

Florida Statute Section 760.80 requires the City of Temple Terrace to maintain and report the following information:

- ☒ Race: African American
- ☒ Gender: Male
- ☒ Disability: Disabled Military Veteran
- ☐ Prefer not to say: _____

A resume or separate sheet with additional information may be included.

If the Applicant is not appointed at the next City Council meeting scheduled for the purpose of making appointments, this application will be retained on file for six months.

ACKNOWLEDGEMENT:

By filing this application with the City of Temple Terrace, I do hereby acknowledge the following:

- 1) This application when completed is a public record and open to public inspection.
- 2) Florida Law requires that members of certain Boards file a financial disclosure form. I consent to the filing of the State Form, Statement of Financial Interest (Form 1), if required by law for the position.
- 3) If appointed, I agree to faithfully, impartially and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws or ordinances of the City, County, and State of Florida, particularly the Florida Sunshine Law.

Signature: Mark McKinney Date: 8/4/2026

Item Cover Page

City Council Item Report

Date: August 17, 2026
From: Lynda Sader, City Clerk
Item Type: Minutes
Subject: Approval of July 28, 2026 City Council Special Meeting Minutes
Presenter: Andy Ross, Mayor

Recommendation:

Approve the July 28, 2026 City Council Special Meeting Minutes

Discussion:

Resolution/Ordinance Information:

Appropriation Code:

Requirements:

Motion

Cost:

Attachments:

1. 07-28-2026 Council Special Minutes

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

Having been duly advertised as required by law, the Special meeting of the Mayor and City Council of the City of Temple Terrace, Florida, was held on Tuesday, July 28, 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: Police Chief Staley, 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, Assistant Finance Director Jennifer Newman, Deputy City Attorney Nicole Donnell and several others.

There being a quorum present, Mayor Ross called the special meeting to order at 11:00 a.m., stating the purpose of this meeting was to establish the tentative millage rate for the fiscal year 2027.

2. New Business and Board Reports

2.A. Resolution Establishing a Tentative Millage Rate for Fiscal Year 2027.

Finance Director James Ingram stated pursuant to Florida Statutes, Section 200.065(a)1, the City's first step in the annual budget adoption process is to compute a proposed tentative millage rate necessary to fund the tentative budget using no less than 95% of the taxable value certified by the Property Appraiser.

On or before August 4, 2026, the City is required to advise the Property Appraiser of the proposed tentative millage rate. The tentative millage rate that is adopted should be a rate the City Council does not expect the adopted budget to exceed, although the rate may be decreased either before or at the first and/or final budget public hearings. Conversely, if the rate adopted at the public hearings in September exceeds the tentative rate, the City will incur the expense of notifying each taxpayer of this increase by first-class mail.

After the completion of budget workshops, Council has determined that the tentative millage rate should be set at 6.455, which is no change from last year's millage rate of 6.455 mills. It is recommended that City Council approve a resolution to establish a 6.455 tentative millage rate for fiscal year 2027.

Upon motion by Council Member Schisler, seconded by Council Member Fernandez, **RESOLUTION 72-26, ADOPTED** the Resolution, Approving a proposed tentative millage rate of 6.455 for Fiscal Year 2027.

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

Adjournment:

Meeting adjourned at 11:03 a.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 17, 2026
From: Lynda Sader, City Clerk
Item Type: Minutes
Subject: Approval of August 4, 2026 City Council Meeting Minutes
Presenter: Andy Ross, Mayor

Recommendation:

Approve the August 4, 2026 City Council Meeting Minutes

Discussion:

Resolution/Ordinance Information:

Appropriation Code:

Requirements:

Motion

Cost:

Attachments:

1. 08-04-2026 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, August 4, 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: Police Chief Robert Staley, 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, Chief Innovation Officer Angela Torres, Senior Planner Alyssa Livingstone, 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 announced the next regular City Council meeting would be held on Monday, August 17, 2026 at 6:00 p.m. because of the Primary Election on Tuesday, August 18.

4. Historical Fact

Council Member Chambers presented a historical fact on the Community Gardens. The City of Temple Terrace currently has three community garden locations, all operated by the volunteer organization Temple Terrace Community Gardens. The first of the current garden sites is located at River Hills Park. The idea for a community garden grew out of efforts by local residents who were assisting River Hills Elementary School with establishing a garden adjacent to the school cafeteria. After seeing the educational and community benefits of the project, the residents began exploring the possibility of creating garden plots that could be used by community members beyond the school's students. They approached the City of Temple Terrace, and on February 7, 2012, the City Council passed Resolution 16-12, authorizing the group to use a portion

of land at River Hills Park for a community garden. This became the first of the three current garden locations.

The second community garden was established at Greco Middle School in 2013. The Hillsborough County School Board authorized the use of the property through an agreement with the City of Temple Terrace. The garden continues to operate successfully today. The third location, near Lynwood Park, was approved in 2016, giving the city its three current community garden sites. While the individual gardens have some differences, they share the common goal of providing residents with opportunities to grow their own produce and participate in a community-based gardening program.

At the Greco Middle School garden, for example, individual plots measure approximately 4 feet by 10 feet. Membership in the volunteer organization costs \$20, while the annual fee for use of a garden plot is \$40. The annual garden fee includes water and irrigation, with the garden maintained by members of the organization. Other garden locations may have slightly different arrangements, but all are supported and managed through the volunteer organization.

Although River Hills Park is often considered the first community garden in Temple Terrace, it was not actually the first city-sponsored garden in the community. Research indicates that the city had a garden program as early as the 1970s. That garden was located at B Station, a sewage pumping station near the southernmost part of Temple Terrace, where the West and East Rivers meet. The site included eight garden plots, each measuring approximately 10 feet by 50 feet. At the time, the annual cost to use a plot was \$10.

The history of those earlier garden plots is particularly memorable because of the role played by city recreation staff. At the time, the recreation department was responsible for managing the garden plots, and staff members traveled to Brandon to obtain chicken manure that gardeners had purchased collectively as an organic fertilizer. In those days, Highway 60 was a two-lane road, Interstate 75 had not yet been built, and Brandon was largely rural, with numerous cattle and chicken farms.

The recreation department's assistant director, Jim Adamson, drove a Ford Ranchero to the chicken farm to pick up the manure, with a recreation department employee accompanying him. The Ranchero was not particularly well suited for hauling such a heavy load, and the manure quickly brought the vehicle down close to its axles. Because the added weight made the front wheels difficult to control, the pair had to travel extremely slowly on the return trip.

While traveling north on U.S. 301, a large truck passed them at high speed. The resulting wind caught the hood of the Ranchero and lifted it, ultimately wrapping it around the windshield. With

no cell phones available at the time, one of the employees had to walk to a nearby gas station to use a pay phone and contact the city's Public Works Department. The unusual situation was reported as follows: the city vehicle was stranded on the side of the road with a load of chicken manure and its hood wrapped around the windshield.

The episode provides a humorous glimpse into the early history of community gardening in Temple Terrace and illustrates how different the city and its surrounding communities were at the time. Although the River Hills Park garden established in 2012 is the first of the city's three current community gardens, the tradition of providing residents with garden plots dates back several decades earlier. There may even have been Victory Gardens in Temple Terrace during World War II, although there is currently no definitive documentation confirming that. What is documented, however, is that the city-sponsored garden at B Station in the 1970s predates the modern community garden program and represents an important part of Temple Terrace's gardening history.

5. Recognitions and Proclamations:

5.A. Employee of the Month - June

Mayor Ross introduced Michael Faaborg as the June, Employee of the Month.

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.

Mr. Faaborg thanked Mayor Ross and the City for the recognition.

6. **Presentations: None**

7. **Board Appointments: None**

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

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

Upon motion of Council Member Schisler, seconded by Council Member Fernandez, the **MINUTES** of the July 7, 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 property tax reform with the legal challenge of the ballot wording.

Annette Renny commented on Christmas decorations and her desire for decorations on 56th Street and Fowler.

Lucas Hutchas (Angel Haya gave his time) commented on Christmas decorations, his desire for main street to be decorated, and the City Hall and Woodmont Park tree decorations.

Alec Hassey, Firefighters Local 2160 commented on the GO Bond referendum on the August 18 ballot.

Lonelle McCallister commented on the America 250 celebration and Christmas decorations.

Karen Michalski commented on the July 6th budget workshop, and PFAS.

Scott Brooks, Fraternal Order of Police thanked the Mayor and City Council for recognition of Police Officers and the contract.

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 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)

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

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

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

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

Upon motion by Council Member Chambers, seconded by Council Member Schisler, and unanimously carried, **RESOLUTION, 11.A.-11.E.**, 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 73-26, Adopted the Resolution and Authorized 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).

RESOLUTION 74-26, Adopted the Resolution and Approved an Amendment to a Hillsborough County Interlocal Cooperation Agreement for Participation in CDBG Programs as part of the Urban County Program.

RESOLUTION 75-26, Adopted the Resolution and Approved a One-Year Agreement with the Fraternal Order of Police Representing Police Corporals, Master Corporals, Sergeants, and Master Sergeants.

RESOLUTION 76-26, Adopted the Resolution and Approved a One-Year Agreement with the Fraternal Order of Police Representing Police Officers, Detectives, and Master Police Officers.

RESOLUTION 77-26, Adopted the Resolution and Approved an Agreement with Paylocity Corporation for Human Resource Information System and Implementation Services.

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).

Mayor Ross opened the Public Hearing.

Code Compliance Director Jack Shanks stated the proposed amendment to Chapter One of the City Code would update existing language, add applicable code sections to the schedule of Class 2 violations, and establish a new Class 4 violation category within the City's existing civil citation framework. The amendment is not intended to generate revenue or create new regulations. Rather, its purpose is to improve citywide compliance with codes that are already in effect and enforceable. The amendment would provide the City with an additional tool to address certain repeatable violations more efficiently and immediately through civil citations, rather than relying exclusively on longer, notice-driven enforcement processes.

One of the first changes is the addition of a definition for "itinerant or transient in nature" in Section 1-103. The proposed definition describes these activities or infractions as temporary, mobile, or impermanent activities that may change locations, exist for a short duration, or be capable of being remedied and then repeated on the same day. Establishing a clear definition is intended to reduce the potential for inconsistent interpretation by City staff, property owners, and residents.

This terminology would also be incorporated into Section 1-104(d), allowing the City to address violations that may be corrected and then recur shortly thereafter. Examples include yard parking, commercial vehicles in residential areas, and certain violations associated with the short-term rental program where occupants may change frequently.

The amendment also proposes the addition of Subsection L to Section 1-104. This subsection would establish an escalation procedure for specific code provisions identified in the schedule of violations under Section 1-105. To understand the proposed supplemental process, it is helpful to first review the City's existing standard enforcement procedure.

Under the established enforcement process, courtesy notices and citations are directed to the property owner in connection with the property where the violation occurs. With limited exceptions, an initial violation results in a courtesy notice that provides a reasonable period for correction. The Code Compliance team may also attempt direct contact with the responsible party to determine whether assistance is needed to achieve compliance. If the violation remains unresolved, or if compliance is initially achieved but a pattern of non-compliance develops, the matter may escalate to a citation.

Following the courtesy notice and correction period, a first citation may be issued as a meaningful prompt for compliance while still providing the responsible party an opportunity to correct the violation. Higher fines for repeat offenses recognize that continued non-compliance occurs after notice and enforcement action have already taken place. This graduated enforcement approach distinguishes between initial violations and repeated disregard of the City Code while emphasizing long-term compliance rather than repeated corrective cycles. When compliance is achieved, no additional fines are imposed.

The proposed supplemental escalation process would provide additional time for certain designated violations before a citation is issued. Under this process, the property owner would first receive a courtesy notice identifying the violation and providing an appropriate correction period. Instead of immediately proceeding to a citation after that period, an initial Notice of Violation would be issued with an additional correction period. If the violation remained uncorrected, a Final Notice of Violation would then be issued, again providing an appropriate period for correction. Only after continued non-compliance and the exhaustion of these lower-level enforcement measures would a civil citation be issued.

The overall objective of both enforcement processes is to avoid reaching the citation stage whenever possible and to achieve voluntary compliance at the lowest appropriate level. The City's experience indicates that the overwhelming majority of residents voluntarily comply with code requirements.

Code Compliance officers would be authorized to issue citations only for violations specifically identified in the schedule of violations and penalties. The violations proposed for inclusion as Class 2 violations and within the new Class 4 category are all existing provisions of the City Code. The amendment does not create new prohibitions. Instead, it modifies the enforcement tools available for addressing certain existing violations.

The violations identified for inclusion are generally capable of recurring quickly. Under the current enforcement structure, this can limit the immediate incentive for sustained compliance after an initial correction. As a result, neighboring residents and businesses that comply with City requirements may experience continued impacts while a prolonged enforcement process is underway. For the code sections proposed for inclusion in the citation schedule, the objective is to encourage more immediate and lasting compliance.

Several of the proposed code sections are identified with an asterisk. These provisions would be subject to the supplemental enforcement escalation process, including the courtesy notice, Notice of Violation, and Final Notice of Violation. This additional process recognizes that certain violations may recur after a temporary correction, creating ongoing neighborhood impacts and requiring additional staff time without necessarily achieving a long-term resolution.

The proposed ordinance is intended to change that dynamic by allowing civil citations for specifically identified existing violations. This additional enforcement tool would encourage quicker and more consistent compliance, reduce repeat violations, and decrease the need for prolonged enforcement cases. The goal is behavioral correction rather than punishment. Citations would not be issued indiscriminately; rather, they would provide Code Compliance officers with another enforcement option when voluntary compliance has proven ineffective or when prompt correction is necessary.

Data from the City's Municipal Code Enforcement Board cases over the preceding 13 months further illustrates the potential impact of the proposed changes. The data includes only violation types that were ultimately presented to the Municipal Code Enforcement Board during that period. Although more than 4,000 cases were created during the same timeframe, only 129 cases required consideration by the Board.

For example, the first violation type shown in the data, involving grass, weeds, and underbrush, accounted for 661 total cases. Of those cases, 653 achieved compliance following either a courtesy notice or Notice of Violation. Only eight of the 661 cases resulted in a notice of hearing and were subsequently presented to the Board.

For purposes of evaluating the proposed ordinance, the violation types identified for potential citation have been placed at the top of the data. The provisions marked with an asterisk are those that would be subject to the supplemental escalation process. Based on the 13-month enforcement data, if the identified code sections had been subject to the proposed citation process, approximately 52 cases would not have required presentation to the Municipal Code Enforcement Board. It is also likely that awareness of the potential for a citation would have resulted in voluntary compliance in some cases, which is the primary objective of the proposed enforcement changes.

Even after removing those 52 cases, approximately 77 cases would have remained for consideration by the Municipal Code Enforcement Board. Over the 13-month period, that would have represented approximately six cases per month requiring Board consideration.

In summary, the proposed ordinance would strengthen the City's ability to enforce existing code provisions, improve compliance outcomes, and support neighborhood stability without expanding regulation or creating new prohibitions. By establishing clear definitions, refining the existing enforcement framework, and providing civil citation authority for specifically identified violations, the amendment is intended to promote timely and sustained voluntary compliance while reducing repeat violations and the need for prolonged enforcement proceedings.

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

Council Member Kravets asked regarding the written policy about the escalation process, would that be available.

Mr. Shanks noted the policy is a draft and will be circulated to City Council and posted online for public viewing when it is approved.

Council Member Schisler asked of class two and class four, which is more of a serious infraction, such as pools are class four.

Mr. Shanks stated it is a class four because it is important and it can be impacted immediately, such as a fence is knocked down and is dangerous and a safety issue. He corrected that it's actually a class two, and stated it's not usually done on purpose and is fixed right away. The class is about the amount of the fine.

Mayor Ross asked of yard parking and the enforcement of this when parking in the yard can happen every day and then just move vehicle when the code officer warns them and asked for it to be moved. How is that escalated if it happens time and again.

Mr. Shanks stated for yard parking, the Code Officer would approach the property just like is done now. They would knock on the door, make a phone call, try to get hold of them. If contact cannot be made, a door hanger would be left that states it is a courtesy notice. There would be 7-10 days to correct, past that time, it's going to escalate to the notice of violation. This is where the enforcement escalates. They would get another 7-10 days, at that point if they do not comply, then a citation is issued. If they still do not comply, it would move to a second citation, and a third citation, and so on.

Mayor Ross said this is a good example, what happens if they comply, but then the parking in the yard happens again. This is what the City is trying to address, correct? Is it a new violation or is it considered the same violation?

Mr. Shanks stated it is the same violation and now would become a citation each time it happens going forward for five years.

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 Fernandez, seconded by Council Member Chambers, **Approved Ordinance 1597** on Second reading, Amending Section 1-103 (Definitions), Section 1-104 (Enforcement Procedures) and 1-105 (Schedule of Violations and Penalties).

Council Member Kravets stated that in a later item, commercial vehicles would be addressed and stated that would affect part of this ordinance, therefore asked if that would then be amending this code again. The later item pertains to vehicles permitted in driveways and is on classification of weight of vehicles and wanted to point that out to the Council. He stated this is a good step forward, looks forward to receiving the staff policy and commended the Code Enforcement staff for the effort to make sure everyone plays by the same rules.

Mayor Ross asked to clarify if the Commercial vehicle item is approved later, does this item with a motion on the floor need to be amended again. His understanding is this item is the enforcement of violations of that code.

Mr. Shanks stated this would not be amended, this would not need changing, this is how codes are enforced. Whatever is decided on the vehicles, would be enforced.

Council Member Kravets clarified that he wasn't saying that the later item was going to amend this section, he was saying this section refers to, what was about to be amended, so it could have an amplifying effect if the City then changes the provision that the penalties apply to.

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

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

Mayor Ross opened the Public Hearing.

Deputy City Attorney Nicole Donnell and Police Chief Staley presented.

Deputy City Attorney Donnell stated staff were bringing a proposed ordinance before you for a second time. This ordinance allows for the use and implementation of speed detection systems within school zones here in Temple Terrace. The ordinance is titled School Speed Zone Enforcement Program and Speed Detection Systems. Florida statute section 316.1896 authorizes local governments to use speed detection systems to enforce speed limits in school zones during specified hours. Specifically, when school is in session. This statute also authorizes the City to issue notices of violation when a person drives at a greater speed than that which is posted in a school zone. Chapter 316 of Florida statute requires a traffic study to be conducted where a speed detection system is being considered and proposed. Resulting data must be considered before a speed detection system can be implemented. A traffic study was conducted in February of this year, and data shows there is a heightened safety risk in five specific school zones within Temple Terrace.

Those five schools are Greco Middle School, Woodmont Charter School, Temple Terrace Elementary School, Lewis Elementary School, and River Hills Elementary Magnet School. The police department has determined that implementing speed detection systems in these five school zones is in the best interest of the City. Chapter 316 allows a local hearing officer to

conduct hearings on violations that are issued. The local hearing officer will be a licensed Florida attorney. Assuming this ordinance passes, the local hearing officer will be compensated on a flat fee basis from the violations that are assessed. The fee would be paid from the violations. The ordinance before the Council is modeled after surrounding cities including the City of Tampa and Hillsborough County. By having the speed detection system ordinance in our City Code, the police department will effectively enforce the speed enforcement in those five school zones.

Chief Staley stated since the last City Council meeting, staff had evaluated the concerns raised by the Mayor and Council Member Fernandez. Staff originally planned to use the piggyback purchasing process which would have been an acceptable procurement process. However, the requested changes that were recommended represent a significant departure from the Plantation agreement. As a result, staff can no longer use this agreement for this project. Staff will instead issue a request for proposals to develop a contract that addresses the concern raised by Council and the City's requirements for the project. This will address all of the concerns regarding data sharing, data deletion, everything that was discussed in the last Council meeting. He stated if this is approved, it will result in the City publishing the RFP which will be posted for 30-60 days and then staff will evaluate all the companies that make presentations.

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

Council Member Fernandez asked of the school zone markings or the delineation that identify the time when a school zone is active, who manages that. Many people not associated with the schools do not know when schools starts or ends.

Chief Staley stated the signage there now will be replaced with new signage that indicates that there's a speed zone and cameras in use. The flashing lights will be used to know when it is being enforced.

Council Member Fernandez asked who will control the flashing lights.

Chief Staley stated the company that installs the actual flashing light, whatever company the City contracts with will be responsible for maintaining the signage.

Council Member Fernandez asked if the times of active school zones, the flashing light times could be written into the ordinance versus being a policy. She did not see it written in the ordinance and did not want the use to grow. If it is written in the ordinance, any changes would need to come in front of the Council to change.

Chief Staley stated it doesn't mention the specific times in the ordinance. It does state it is 30 minutes prior to breakfast and then 30 minutes after the start of school is when morning is enforced. Then after school, it would be 30 minutes prior to dismissal and 30 minutes after dismissal. He stated it could call out the times individually, but it does not at this time.

Council Member Chambers asked if the process would take a picture of the driver or just the rear of the car and the citation would go to the owner.

Chief Staley stated the rear of the car and citation would be to the owner. The officer will look at every violation. Officers will look at the camera pictures, days/times, whether school was in session, and all the data. This will be part of the workflow and part of the officer's responsibility before any citations are issued.

Council Member Schisler asked about data retention.

Chief Staley stated the RFP will clearly establish the data retention period and require a permanent deletion of all data once the period expires. The vendor will also provide a survey and evaluation of the process and measure the program's effectiveness at six months, one year and annually thereafter. The data retention that the City sets, is what the company has to follow.

Council Member Schisler stated the other thing was setting the times for when the cameras will be active. He is glad the ordinance is worded the way it is because bell schedules change all the time. If it's in the ordinance, the Council would be amending that ordinance constantly going forward. He stated he is ok with the ordinance.

Council Member Kravets asked where in the ordinance does it state the speed limitation times, the enforcement windows.

Ms. Donnell stated the enforcement windows, as Chief Staley mentioned, are allowed to be enforced according to the statute. There are thirty minutes before and after breakfast and then after school. It is not specifically stated in the ordinance, but if the Council would like it expressly stated, that is an option.

City Manager Baia stated this was miscommunicated and is not in the ordinance at this time, but the Deputy City Attorney had stated it's in the foundational statute. He understands the Council's concern but stated that the vendor contract is where the City would put that type of language. This would probably be put in the RFP, that the City would have requirements that the City would control the times and that would be delineated in the contract. Generally speaking, it would be recommended that the ordinance be flexible so that amendments are not needed on a frequent basis if things change, and contracts change. Of course, this is up to the will of the Council.

Council Member Kravets stated he understands the necessity in keeping statutes applicable to a large number of cases, but his concern is that it has been stated that it is in the ordinance when it is not. He recommended to ask staff to simply incorporate the Florida statute by reference. He stated the contract is not enough to rely on, especially for the residents who are subject to the statute, but the contract is between the City and the provider.

Council Member Kravets **Motioned** to Amend the ordinance 1598 by instructing staff to add a new sentence to Section 20-71 to incorporate the Florida statute governing enforcement windows by reference.

Mayor Ross and Council Member Chambers stated they still had questions.

Council Member Kravets therefore **Withdrew his Motion**.

Council Member Chambers asked if the statute is addressed in the ordinance that Council Member Kravets has asked for, would that hinder the City in any way or future Councils.

Ms. Donnell stated it would not be a hinderance and could be incorporated in the ordinance.

Mayor Ross stated he is not opposed to the intent of the motion but asked in looking at page four of the ordinance, which is Section 20-69, the last paragraph states “(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.” He stated he is not opposed to clarifying further, that the Council does not want these cameras to be used to enforce speed outside of the school zone times, but asked what the intent of that paragraph is.

Ms. Donnell noted there is no harm in adding the additional wording but did not want to say “yes” because this is also in the definitions section and not in the substantive language of the ordinance itself. As stated previously, 316.1896 is referenced a few times in the ordinance but not that specific subsection.

Council Member Fernandez stated she wanted to delineate the time period of enforcement and that her concern is the times being increased outside of the arrival and departure times and used for more than original stated purpose.

City Attorney Mueller recommended to have tonight’s reading to be a First Reading again, and schedule a Second Reading for the next meeting in two weeks, if new language is going to be added. His reason for this was that this ordinance is going to penalize and would rather not have any procedural issue that might nullify it. In an abundance of caution, put that language in the

first reading that night, and then have the second reading in two weeks with the new language again.

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, 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.

Upon motion by Council Member Chambers **Moved to Approved Ordinance 1598** on first reading, Creating Code Chapter 20 Article IV School Speed Zone Enforcement Program, adding language that it will only be enforced during Enforcement windows allowed, add a section to clarify the time, Section 316.1895, ...

Discussion was had by the City Attorney and Council Members of Section 316.1895 and Section 316.1895.

Mayor Ross stated that the intent of the Council Members seems to be consistent and could include a simple sentence and have it brought back for the second reading at the next meeting.

Council Member Chambers **Withdrew his Motion.**

Upon motion by Council Member Kravets, seconded by Council Member Chambers, **Approved Ordinance 1598** on first reading, to adopt agenda item 12.B. Creating Code Chapter 20 Article IV School Speed Zone Enforcement Program, with the instruction to staff that the relevant Florida statutes regarding timing windows for enforcement in school zones be incorporated by reference into the ordinance.

Mayor Ross noted that the motion needs to include bringing it back for a second reading and City Attorney Mueller stated it needed to be a date certain, such as August 17, 2026.

Council Member Kravets, seconded by Council Member Chambers, **Amended** the motion to include “and to bring back for a Second Reading on August 17, 2026.”

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

Mayor Ross noted Ordinance 1598 will appear for a second reading and public hearing on Monday, August 17, 2026.

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.

Mayor Ross opened the Public Hearing.

Senior Planner Alyssa Livingstone stated this item is for amendments to the city's land development code. These updates focus on Section 12-40 definitions and Section 1281 reasonable accommodation procedures to ensure compliance with 2026 Florida statutes regarding the review and approval process for certified recovery residences. Additionally, note that the Hillsboro County, City/County Planning Commission officially approved these text amendments on June 8, 2026. These proposed amendments do not introduce a brand-new code requirement as the City's reasonable accommodation procedures were originally adopted on July 18, 2017 to comply with state and federal housing mandates. These amendments clarify and update our existing policies and procedures for reviewing and processing reasonable accommodation requests to align with the updated 2026 Florida statutes. If approved, this text amendment will adopt the statewide definition of certified recovery residences. The proposed amendment to Section 12-81, reasonable accommodation procedures, implements the requirements of Section 397.487 of the Florida statutes by establishing a process for requesting reasonable accommodations from any land development code regulation that may prohibit the establishment of a certified recovery residence. In this section, a disabled individual is defined as someone who qualifies as disabled or handicapped under the FHA and ADA and has a disability as defined by Section 760.22 of the Florida statutes. These individuals may request reasonable accommodations regarding the City's LDC and procedures as provided by the federal fair housing act and title two of the Americans with Disabilities Act. Staff recommended approval of the proposed amendments on first reading and public hearing, with a second reading and public hearing to be scheduled for Monday, August 17, 2026

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

Council Member Fernandez asked if this is basically required to be in compliance with state statute that has changed.

Ms. Livingstone stated that's correct.

Council Member Fernandez asked what is the purpose for this and what is different.

Ms. Livingstone noted these proposed amendments include several key changes. First, they adopt the statewide definition of a certified recovery residence. Currently, our Land Development Code (LDC) does not include a specific definition for a certified recovery residence. The amendments also establish a streamlined review process with defined review timelines. Under this process, the Community Development Department and its staff would have established timeframes for completing the review of applications

Council Member Fernandez asked why the City Code would need to have more updated description and timeline.

Ms. Livingstone noted what this amendment does is it provides more of a clear outline. To ensure administrative accountability, the community development staff will date stamp completed applications upon receipt. The city manager or their designee may request additional information within 30 days of the initial filing. The applicant then has 30 days to provide the requested documentation. Once an application is deemed complete, the City has 60 days to issue a final determination. If a request is denied, the City must provide evidence-based reasons for the denial, identifying specific deficiencies or actions required for reconsideration. To ensure predictable timelines, the code establishes the 60-day review period as a firm deadline. Failure to meet this deadline results in a deemed approved status unless a written extension is mutually agreed on by both parties.

Community Development Director Greg Pauley stated he wanted to make sure that we're all talking the same language here. This has nothing to do with requirements to make your home ADA compliant. This has everything to do with state mandates requiring the City to provide relief from traditional land development codes, zoning regulations, and things of that nature that benefit someone who needs that relief. Specifically, in this case, they've made recovery residences part of that group that would be eligible for this type of relief. This amendment only addresses a standardized definition for recovery residences throughout the state that is adopted by the State and imposed on the communities through this mandate and the application and review process. It formalizes the application and review process which includes the timelines.

Council Member Schisler asked to better define a recovery residence.

Mr. Pauley stated it means a residential dwelling unit or other form of group housing that is offered or advertised by any means including oral, written, electronic and printed, a residence that provides peer support, alcohol-free and drug-free living environment. Specifically, alcohol recovery and drug recovery.

Council Member Kravets stated this is about Section 1281(e)(4) in this ordinance, and it says if a final written application is not issued within 60 days, then it's deemed approved. He asked administratively, is something set up to track and age these applications so that never happens.

Mr. Pauley stated his department does have tracking in the Permitting office now, a manual process now but will be elevated, and advanced with the new system online.

Council Member Kravets encouraged staff to make sure these are tracked and have automatic warnings, so these do not get automatically approved.

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 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.

Upon motion by Council Member Schisler, seconded by Council Member Fernadez, **Approved** the **Ordinance** on first reading, Amending Land Development Code Sections 12-40 -Definitions and 12-81 - Reasonable Accommodation Procedures for Recovery Residences and schedule a second public hearing and second reading for August 17, 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 Monday, **August 17, 2026.**

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.

Mayor Ross opened the Public Hearing.

Community Development Director Greg Pauley presented a land development code text amendment number LDC 25-03 pertaining to the commercial vehicles' restrictions in residential districts. The purpose of this amendment is to address existing code text that is somewhat ambiguous, outdated, and difficult to enforce. The goal is to establish clear and objective standards for restricting certain commercial vehicles in residential districts. The current text provides for two existing reasonable exceptions. The proposed amendment restates these same exceptions as well as adds two additional reasonable exceptions to provide allowances for residents who drive company vehicles and unmodified pickup trucks for work purposes.

It was discussed in detail at the land development workshop early last year. At that time, it was shared with you, various examples of code from neighboring jurisdictions and a few from other jurisdictions in South Florida.

It was also introduced during that workshop the concept of utilizing gross vehicle weight rating as set by the Federal Highway Administration as a baseline for categorizing various vehicle types. Feedback from that workshop was ultimately utilized to prepare tonight's amendment.

The amendment has been developed in collaboration with Mr. Jack Shanks, Code Compliance, to ensure clear standards that are easy to understand and enforce. The amendment was also presented to the Planning Commission by Miss Livingstone earlier this year and it was approved by the Planning Commission. The scope of the amendment includes edits to the definitions in section 12-40, specifically the definition of commercial vehicle and a rewrite of compliance standards found in section 12-922. He presented the current definitions and the proposed ones.

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, and establishes updated general prohibitions based on vehicle weight class, use, and/or modification.

It 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, and excludes exterior business markings on vehicles as a restricted modification.

He focused on class one, two, and three. Anything at four or above would not be permitted under this ordinance. Those vehicles are simply too big. The gross vehicle weight rating, GVWR, represents the maximum total weight in pounds that a vehicle can safely handle. And that number includes the drive weight of the vehicle, the weight of the passengers on board, the weight of the fuel cargo, and even the trailer hitch tongue weight is included in that number. Class one is 0 to 6,000 lbs. These are most of your passenger vehicles, your light trucks, and things of that nature. Under class two, this jumps from 6,001 to 10,000 lbs. These are your full-size pickup trucks, vans, and things of that traditional size. Class three moves up the step even further. These are your pickup trucks and vans that most of us are familiar with and marketed as super duty, heavy duty, things of that nature. These are pickup truck class or van class vehicles. These are not the giant heavy duty commercial trucks. These are often labeled by manufacturers F-250, F-350, uh, 2500, 3500, things of that nature. Anything above that 350-class range is going to jump beyond what this category will allow.

The amendment identifies the applicable zoning districts. The general prohibitions section has been restated to include five items. The amendment addresses general prohibitions based on gross vehicle weight rating classification, use type, and/or modification. They include motorized commercial vehicles with a class 3 vehicle weight rating or greater and trailers defined as commercial vehicles pursuant to section 12-40 as amended. One is commercial vehicles regardless of weight classification modified with equipment racks, service beds, and other service equipment mounted to the exterior or the open bed area of the vehicle. Next, we have box trucks, step vans, walk-in uh vans, panel trucks, food trucks, and similar vehicles. There are tow trucks, boom trucks, crane trucks, bucket trucks, and similar vehicles. And then finally motorized heavy equipment used for earth moving and construction, farming construction or farming.

He stated there are two existing exceptions, the exception for vehicles that are stopped or parked on temporary bases and actively loading, unloading or providing services for hire in the immediate area. And the next one also restated from existing texts within the code. The commercial vehicle is fully enclosed in a garage or similar structure, and situation and situation is approved by the City after notification is given to adjacent residents and a public hearing is held. This would be a conditional use scenario.

There are two additional reasonable exceptions being proposed for this ordinance. The first one is the 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 surface equipment mounted to the exterior or open bed area of the vehicle. And only two of these vehicles would be permitted at any given residential lot. The last one allows for exterior markings to be visible and doesn't disqualify a vehicle just because it has the name of a company or some type of advertisement on the exterior.

Mr. Pauley showed some examples for the Council to see.

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

Council Member Schisler asked if these had to be motorized, how trailers are affected and the enforcement procedures.

Mr. Pauley stated they are motorized and trailers are not part of exceptions.

Mr. Shanks stated enforcement would be like it is now, or here shortly. as the new citation item was approved. There would be a courtesy notice, then notice of violation and then escalated from there.

Council Member Kravets asked what the legislative intent was, to allow more commercial vehicles or less.

Mr. Pauley stated ambiguity in current code and currently it is hard to enforce. This actually loosens the reigns some. Of vehicles today, they are larger and many members of the community drive company cars home and this best serves the community.

Council Member Kravets stated he agrees the existing statute is difficult and this is a big step forward and clearer. Removing the issue with stickered vehicles is fine, but in section (d) (2), any modification of the vehicle renders it impermissible. But it is allowing much heavier vehicles. The existing statute, with its one-ton threshold, seems almost equivalent to prohibiting a vehicle such as a Toyota Corolla, so not sure that is the appropriate benchmark. However, increasing the threshold all the way to 14,000 pounds represents a significant jump in the opposite direction. Under the proposed approach, the City could have a situation in which two commercial vehicles are permitted, provided they are not modified, even if they are extremely heavy and display company markings. For example, he envisions a situation where a typical resident has an F-150 that they have made minor modifications to in the rear to accommodate or mount some of their work tools. Under the proposed rules, that vehicle would not be permitted. At the same time, a resident could have two Ram 3500 trucks, each of which could be significantly heavier, parked in their driveway. He asked for thoughts on whether that distinction makes sense and whether the proposed weight threshold appropriately addresses the underlying concern.

Mr. Pauley stated the addition of a toolbox in the back of a truck would not disqualify it. This includes service beds and things of that nature, significant modifications. Examples would be boom lifts, bucket lifts and other devices. This is meant to not allow heavier commercial type upfits and upgrades. The idea is to allow people to drive bigger vehicles versus a huge work truck.

Council Member Kravets stated he understands what is being proposed but does not see this explanation in the statute. In reading it, he would assume a toolbox would be prohibited.

Mr. Pauley stated they are meaning intrusive equipment and asked Mr. Shanks to speak to the allowance of allowing large vehicles and the number in the driveway.

Mr. Shanks stated of now having two large vehicles, like two F-150s is ok, it fits a family well and it fits in the driveway. Such as jeeps or trucks, both people living at the residence may want to drive an F-150.

Council Member Kravets asked about chassis size, if chassis are the same, but one has 4 wheels in the back, then it is bigger and would off street parking be required.

Mr. Pauley stated it would allow street parking of what is allowed currently.

Mr. Shanks stated Code Compliance would get involved if there are issues, it seems two are ok, but if there are parking issues on the lot or street, his department would review. Parking on the street, if permitted, must still be able to get safety vehicles through and positioned to not interfere with traffic.

City Manager Baia stated that there is a provision in the ordinance that's up for the Council's review, Section 12-922 (c), where it does state general prohibition aside from approved exceptions included in this section. And the following vehicles are prohibited from parking in any residential zoning district, and it says street or lot. They would be prohibited also on the street. He also checked with Chief Staley that if there is a vehicle, now you could have a large vehicle parked on the street but if it impedes the circulation of traffic, a police officer driving by could deem it to be in violation.

Council Member Kravets stated if the vehicle is street legal, he would think it would be legal to park on the street. It would be hard to argue that it's blocking traffic in that way. He stated of the (c) section that was cited, street or lot, but then the same exceptions in (d) apply. It is still permissible to park it on the street as it is on the lot, so there is no stricter rule for the street, is what he was pointing out.

Council Member Chambers stated the ordinance specifies commercial trailers. Is a open yard trailer with mowers and use for a business to mow yards allowed. Or trailer with go-kart for a hobby.

Mr. Shanks stated personal utility trailers are allowed in a side yard or the rear yard not closer than five feet from the edge for a hobby but not for commercial use.

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 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.

Upon motion by Council Member Chambers seconded by Council Member Fernandez, **Approved** the **Ordinance** on first reading, Amending Land Development Code Sections 12-40, Definitions, and 12-922, Commercial Vehicle Restrictions in Residential Districts and schedule a second public hearing and second reading for August 17, 2026.

Council Member Kravets stated he is split on this because it does clean up the previous ordinance and likes the schedule of the different weight classifications. Where it goes too far is allowing these vehicles, which can be enormous to be parked on the street. This has the most potential for trouble because then you don't know who they belong to, and might not know that someone has more than two. Some families may need two large trucks and a third vehicle. He stated he would like this amended to allow these large commercial vehicles to park on their own property and not city owned property (streets) to park the vehicles on. It may cause traffic issues and why not have them on their own properties and not have other people affected by it quite as much.

Mayor Ross clarified that the F-350s, duallies or equivalent, are allowed now. There has not been a significant problem currently and they are allowed currently. That is already regulated, of blocking or obstructing traffic. If this was loosening up those things, that could be a problem but those are allowed now.

Council Member Kravets noted where he thought it is being loosening up is if commercial branding, multiple fleet vehicles are on the street, it could become a problem.

Mayor Ross noted that if that happens, Council would need to come back and take a look.

City Manager Baia noted Section 12-922 (d), basically it says exceptions, parking a commercial vehicle in a residential zoning district lot is permitted pursuant to the following exceptions. (d) (2) states that the exception would be 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 open bed area. Only two such class 3 vehicles per lot are permitted. It does not say street. So in this case, it would be the requirement to be on the lot.

Council Member Kravets noted it is more specific than the subsection (d). Subsection (d) says you have these exceptions that apply to the street or the lot and then in subsection 2, it narrows it to a lot. It seems to be a contradiction.

Council Member Chambers stated he is comfortable with the way it is written because right now there are laws in place if something is impeding the flow of traffic, a garbage truck or fire truck getting through and the law can be enforced.

Mayor Ross stated he does share some of the same concerns of other Council Members. One of his concerns, not enough to vote “no” but he would want to keep an eye on that only two such class 3 vehicles per lot are permitted. Some lots in Temple Terrace are large, and some driveways can accommodate 15 cars. F-250s are class 3 and are a common family car. They are not commercial but used as family cars and some are jacked up and driven that way. To say they can only have two seem arbitrary. Both adults of a family may drive these and then also have a child who has one. If they have F-150s, they can have four but if F-250, they can only have two.

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 Monday August 17, 2026.

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

Mayor Ross opened the Public Hearing.

Public Works Director Jason Warrenfeltz presented Amending Code Section 12-834 of Drainage Systems. 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.

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

Council Member Fernandez asked to clarify who proposes the drainage and who needs to include on the project to meet guidelines the City uses. Is this the plan of handling stormwater and is it consistent and consistent with other jurisdictions.

Mr. Warrenfeltz stated it is better to require these because it is in the code.

Council Member Schisler asked also if it is consistent with other jurisdictions.

Mr. Warrenfeltz stated our neighboring jurisdictions are using the same standards.

Mayor Ross asked why the change, being proactive or has something come before the City.

Mr. Warrenfeltz stated this is proactive. The staff have seen challenges, and residents have questions.

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 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.

Upon motion by Council Member Schisler seconded by Council Member Fernandez, **Approved the Ordinance** on first reading, Amending Code Section 12-834 Drainage Systems and schedule a second public hearing and second reading for **August 17, 2026**.

Mayor Ross noted this is good work by staff, constantly making improvements, and cleaning up ordinances and clarifying. Good government in action.

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 Monday August 17, 2026.

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

Mayor Ross opened the Public Hearing.

Public Works Director Jason Warrenfeltz presented this driveway regulations ordinance. 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.

He stated the impact statement was an incorrect report and would be corrected for the next meeting.

City Attorney Mueller stated that this would be allowable to be corrected and can proceed to the second reading at the next meeting.

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

Council Member Kravets asked if this sets the standard for all driveways. No de minimis like the Florida state exemption of \$7500, such as if someone wants to just patch up their driveway or do a little extra work on it, do they have to get a permit and all the other requirements. Is that the intention with this.

Mr. Warrenfeltz stated this sets the standards for what they are going to do. The land use and land use changes will still have to go through the Permitting department and Community Development. This allows for the development standards so that the City can simplify the driveway areas where it's being applied. Permits will still be required because the work will still need to be inspected and all the land use still has to go through Community Development. These are standards for proposed and replacements and it adds for and includes the paver waivers, line of sight issues and brings the City up to the current guidelines that the City should be following.

Council Member Kravets to clarify that this doesn't mean that you're fixing one that already exists.

Mr. Warrenfeltz stated it would depend on what quantity of the work is going to be done. If you're saying a patch of a crack and there's not going to be a land change in the area of coverage there, it would not. If you're replacing a concrete driveway with pavers then yes will fall under this ordinance. If replacing it because of tree roots, then it's better to enforce but will clarify that with the City arborist.

Council Member Kravets asked if there is an exemption for work under 100 square feet.

Mr. Warrenfeltz stated if still the 100 square feet would be fine, but if larger would need to follow 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 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.

Upon motion by Council Member Chambers seconded by Council Member Schisler, **Approved** the **Ordinance** on first reading, Amending Code Section 12-921 Driveways Regulations, modifying impact statement to the correct report and schedule a second public hearing and second reading for **August 17, 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 Monday August 17, 2026.

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

Fire Chief Ian Kemp presented and stated 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 agreement also provides 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 with the required local match funded through a budget adjustment from Community Investment Tax Reserve Account.

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

Council Member Fernandez stated with being originally grants from the Federal Government, has the cost increased and why is this being done.

Chief Kemp noted they looked at doors and windows, and roofs, and once the architect looked at this project, it was noted that the bay doors are not hurricane rated. They are the weakest point, and the bay doors won't hold up, and they talked to grant mitigation personnel, and it was found they could extend the time and provide more money. Estimates were received and the Federal grant organization agreed to this.

Council Member Chambers asked what the improvements to the bay doors did for the rating.

Chief Kemp said probably a 4, and the fire fighters should be able to stay in fire stations now and should be hardened.

Upon motion by Council Member Fernandez, seconded by Council Member Kravets, **RESOLUTION 78-26, ADOPTED** the resolution, Accepting Modification No. 1 to Hazard Mitigation Grant Agreements 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.

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

13. Council Business:**13.A. Scheduling Two Public Hearings to Adopt the Millage and Budget Ordinances.**

Mayor Ross stated Pursuant to Florida's Truth in Millage (TRIM) 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.

Upon motion by Council Member Schisler, seconded by Council Member Chambers, **RESOLUTION 79-26(m), ADOPTED** the Resolution, Approving to 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.

Council Member Fernandez reiterated the start time of the meeting being 5:05pm.

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

Council Member Fernandez asked about the Planning Commission survey and the meeting that the Planning Commission held and what the purpose of that is.

Mr. Pauley stated the City is well underway in the process of amending the Comprehensive Plan, with the first phase focused on community outreach. The meeting you are referring to, along

with an additional meeting held at the same location and subsequent meetings conducted at various city events, are part of a broader community engagement effort led by the consultant retained by the Planning Commission. The purpose of these engagements is to collect community input and data that will help establish the overall vision for the Comprehensive Plan update.

The consultant has conducted numerous community meetings, online engagement opportunities, surveys, and other outreach efforts to gather as much input as possible. This information will be used to develop the vision statement, which will then serve as the foundation for establishing the goals and objectives of the Comprehensive Plan. Once that information has been compiled and the vision statement is finalized, the Planning Commission will use it to guide and structure the subsequent steps of the update process.

The Planning Commission typically meets every Friday; however, there was no meeting last Friday, so I do not have a current update. A Planning Commission representative will be in the office with me tomorrow, so I should be able to obtain additional information at that time. As the process moves forward, the community input gathered during this initial phase will be used to formulate the goals, objectives, and other building blocks necessary to advance the Comprehensive Plan update.

Council Member Fernandez also asked how the City will use this information.

Mr. Pauley stated in the simplest terms, the Comprehensive Plan serves as the overarching guide for community development and affects nearly every department within the city, particularly Community Development, Public Safety, Public Works, and other public-facing departments. It provides the framework and guidelines that direct the city's decisions and actions moving forward.

Everything related to land development that is brought before the City Council is reviewed by the Planning Commission. When staff indicates that an item has been approved by the Planning Commission, it means the Commission, working with its staff, has reviewed the proposal to determine whether it supports and complies with the Comprehensive Plan.

From a broader perspective, the Comprehensive Plan is the foundation for land development and community development within the city. It serves as the guiding document that city staff and decision-makers must follow on a daily basis. Any action involving land development or efforts to promote community development must comply with and support the goals and policies established in the Comprehensive Plan.

Council Member Fernandez asked about the proposed bond referendum, if it passes and the City issues a bond to build the public safety complex, that project would follow the normal project operation, and be put out for bid.

City Manager Baia stated the City would follow all the appropriate processes. This would be a large project. The City wanted to make sure that everything would be done in accordance with our purchasing manual and all the applicable rules. The cost was estimated based on the best information available at the time for a similar project.

Council Member Kravets asked where the City is with the interim PFAS filtering solution.

City Manager Baia stated staff are finalizing the information for the August 11 budget workshop.

14. New Business and Board Reports:

Mayor Ross noted the August 18, 2026 Ballot referendum and read the actual wording on the ballot into the record.

OFFICIAL BALLOT

GENERAL OBLIGATION BOND REFERENDUM

FOR TEMPLE TERRACE

PUBLIC SAFETY COMPLEX WITH POLICE AND FIRE STATIONS

Shall the City of Temple Terrace issue General Obligation Bonds, in one or more series, not exceeding \$50,000,000, bearing interest not exceeding the maximum legal rate, maturing not more than 30 years from the issuance date of each series, pledging the City's full faith, credit and unlimited ad valorem taxing power to finance the construction and equipping of a public safety complex including a new police station, a new fire station, and related facilities?

Yes - For Bonds

No - Against Bonds

Mayor Ross explained that misinformation is being circulated, and the ballot is for the Public Safety Complex and is not for section 8 housing. He asked the public to not spread misinformation.

15. City Manager's Report:

15.A. Fiscal Year 2026 Q3 Reports.

City Manager Baia stated the reports of goals and ARPPA report as part of the meeting packet.

Council Member Fernandez noted that the packet is public and is published.

16. City Attorney's Report:

City Attorney Mueller stated he had no Report.

Council Member Kravets asked for outstanding litigation cases.

City Attorney Mueller stated he is available for Mr. Kravets to come talk to him.

Council Member Kravets stated he would like the report in writing.

City Attorney Mueller stated he will look at the report and review if it can be released in writing.

Adjournment:

Meeting adjourned at 9:02 p.m. 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 17, 2026

From: Sally Cabrera, Information Technology Director

Item Type: Resolution

Subject: Resolution Approving the Award of RFP NO. 26-002 Cloud-Based Unified Communication System and Implementation Services

Presenter: Sally Cabrera, Information Technology Director

Recommendation:

It is recommended that the City Council approve the award of RFP NO. 26-002 for a Cloud-Based Unified Communications System and implementation services to Tyten Technologies, Inc., in the amount of \$200,188.59, to replace the City's existing legacy phone system.

Discussion:

The City's existing Mitel telephone system, implemented in 2009, has exceeded its useful life. The aging system no longer provides the reliability, scalability, security, and communication capabilities necessary to support City operations and meet the evolving needs of staff and residents. As part of the City's ongoing technology modernization efforts, a Request for Proposal (RFP No. 26-002) was issued to procure a cloud-based Unified Communications System and implementation services.

The proposed solution from Tyten Technologies will provide a modern, fully hosted Unified Communications platform that includes voice services, messaging and collaboration tools, mobile connectivity, contact center capabilities, administrative and reporting functions, and enhanced disaster recovery and business continuity features. The project also includes the replacement of existing telephone hardware, deployment of new desk phones and related communication devices, system configuration, migration of services from the existing platform, user training, and ongoing support.

Following a comprehensive evaluation process that included proposal review, demonstrations, and consideration of overall value, functionality, implementation approach, qualifications, and cost, Tyten Technologies was determined to provide the solution that best meets the City's operational, technical, and financial requirements.

Funding for this project will be provided through Accounts 001-1121-513.34-99, 001-1121-513.64-23, and 160-1121-513.64-23. Of the total project cost of \$200,188.59,

approximately \$71,236.59 represents one-time capital and implementation costs budgeted and available in Fiscal Year 2026. Recurring service costs are approximately \$42,984 annually, with \$42,984 budgeted in Fiscal Year 2027 and approximately \$42,984 annually thereafter, subject to the terms of the applicable agreements and annual budget appropriation. The initial three-year recurring service cost is approximately \$128,952.

Resolution/Ordinance Information:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING THE AWARD OF RFP NO. 26-002 FOR A CLOUD-BASED UNIFIED COMMUNICATIONS SYSTEM AND IMPLEMENTATION SERVICES TO TYTEN TECHNOLOGIES, INC. IN THE AMOUNT OF \$200,188.59; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY AGREEMENTS AND RELATED DOCUMENTS; PROVIDING FUNDING FROM UNASSIGNED GENERAL FUND BALANCE AND COMMUNITY INVESTMENT TAXES; PROVIDING AN EFFECTIVE DATE.

Appropriation Code:

001-1121-513.34-99, 001-1121-513.64-23 and 160-1121-513.64-23

Requirements:

Resolution

Cost:

\$200,188.59

Attachments:

1. Resolution - Phone System
2. Tyten_Technologies Phone Purchase Contract
3. Tyten RingCentral
4. Tyten Technologies Addendum 7.21.26 - Tyten Signed
5. City of Temple Terrace_United States_07-28-2026_RingCentral_[Enterprise MSA and Initial Order Form]
6. RingCentral Addendum 7.27.26
7. Uniti Fiber Standard Terms and Conditions - City of Temple Terrace - 7292026
8. Uniti Fiber Service Order TY 07292026 v2
9. Uniti Fiber LLC Addendum 7.28.26
10. Cost Proposal

RESOLUTION -26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING THE AWARD OF RFP NO. 26-002 FOR A CLOUD-BASED UNIFIED COMMUNICATIONS SYSTEM AND IMPLEMENTATION SERVICES TO TYTEN TECHNOLOGIES, INC. IN THE AMOUNT OF \$200,188.59; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY AGREEMENTS AND RELATED DOCUMENTS; PROVIDING FUNDING FROM UNASSIGNED GENERAL FUND BALANCE AND COMMUNITY INVESTMENT TAXES; PROVIDING AN EFFECTIVE DATE.

Whereas, the City of Temple Terrace issued Request for Proposal number 26-002 seeking proposals for a Cloud-Based Unified Communications System and Implementation Services to replace the City's legacy telephone system and modernize its communications capabilities; and

Whereas, the Request for Proposal sought a modern, scalable, secure, and fully hosted Unified Communications solution that includes voice services, messaging and collaboration tools, mobile connectivity, contact center capabilities, administrative tools, physical communication devices, implementation services, training, and ongoing support; and

Whereas, proposals were received, reviewed, and evaluated in accordance with the requirements and evaluation criteria established in Request for Proposal number 26-002; and

Whereas, following the evaluation process, demonstrations, and review of overall value, functionality, implementation approach, qualifications, and cost, Tyten Technologies, Inc. was determined to provide the proposal that best meets the City's operational, technical, and financial needs; and

Whereas, Tyten Technologies, Inc., in partnership with RingCentral, Inc., proposed a cloud-based unified communications solution that meets the requirements of the Request for Proposal and provides enhanced reliability, security, mobility, collaboration, and citizen service capabilities; and

Whereas, the total proposed cost for the implementation of the Cloud-Based Unified Communications System is \$200,188.59; and

Whereas, funding for this project is available through account numbers 001-1121-513.34-99, 001-1121-513.64-23 and 160-1121-513.64-23; and

Whereas, the City Council finds that awarding the contracts to Tyten Technologies, Inc. is in the best interest of the City.

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

1. The award of Request for Proposal No. 26-002, Cloud-Based Unified

Communications System and Implementation Services to Tyten Technologies, Inc. is hereby approved.

- 2. The City Manager is authorized to negotiate and execute all agreements, contract documents, amendments, and related instruments necessary to implement the project, subject to review and approval by the City Attorney.
- 3. Funding for this project in the amount of \$200,188.59 from accounts 001-1121-513.34-99, 001-1121-513.64-23, and 160-1121-513.64-23 is approved .
- 4. This resolution becomes 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



 sales@tytentec.com

 tytentec.com

Poly Phone Purchase Quote

Poly Phones

Qty	Manufacturer Part Number	Product Description	Price	Ext. Price
13	82M87AA	Poly Edge E220 IP Phone - Corded - Corded/Cordless - Bluetooth - 3 Multiple Conferencing - Desktop, Wall Mountable - Black - VoIP - 2.8" LCD - 2 x Network (RJ-45) - PoE Ports	\$123.22	\$1,601.86
84	82M89AA	Poly Edge E350 IP Phone - Corded - Corded/Cordless - Wi-Fi, Bluetooth, NFC - 3 Multiple Conferencing - Desktop, Wall Mountable - Black - TAA Compliant - VoIP - 3.5" LCD - IEEE 802.11a/b/g/n/ac - 2 x Network (RJ-45) - PoE Ports	\$191.02	\$16,045.68
41	82M90AA	Poly Edge E450 IP Phone - Corded - Corded/Cordless - Bluetooth, NFC, Wi-Fi - 3 Multiple Conferencing - Desktop, Wall Mountable - White, Midnight Blue - VoIP - 3.5" LCD - IEEE 802.11a/b/g/n/ac - 2 x Network (RJ-45) - PoE Ports	\$253.20	\$10,381.20
7	830A0AA	Poly Trio 8300 IP Conference Station - Corded - Wi-Fi, Bluetooth - 3 x Total Line - VoIP - 1 x Network (RJ-45) - PoE Ports	\$441.45	\$3,090.15
14	8F3E1AA#ABA	Poly Rove 20 S DECT D1 B1BS 20PH US/CA	\$219.39	\$3,071.46
			Subtotal:	\$34,190.35

Headsets

Qty	Manufacturer Part Number	Product Description	Price	Ext. Price
82	4993-829-489-01	Jabra Evolve 20 SE USB-C/A Headset - Mono - USB Type C, USB Type A - Wired - 20 Hz to 20 kHz - Over-the-head, On-ear - Monaural - Supra-aural - 6.89 ft Cable - Electret Condenser, Uni-directional, Noise Cancelling Microphone - Noise Canceling	\$51.35	\$4,210.70
			Subtotal:	\$4,210.70

100% at Signing - Terms US

Standard lead-time is 4-6 weeks from order
All prices quoted are exclusive of TAX
Invoice is billed, 100% on order
Payment is due 30 days from the invoice date

Poly Phone Purchase Quote

Prepared by:

Tyten Technologies (FL)

Tygh VanZandt
+19412415941
Fax +16105903820
tvanzandt@tytentec.com

Prepared for:

Temple Terrace

11250 North 56th Street
Temple Terrace, FL 33617
Sally Cabrera
(813) 506-6452
SCabrera@templeterrace.gov

Quote Information:

Quote #: 2025000696

Version: 1
Delivery Date: 06/17/2026
Expiration Date: 07/10/2026

Quote Summary		Amount
Poly Phones		\$34,190.35
Headsets		\$4,210.70
Total:		\$38,401.05

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Tyten Technologies (FL)

Temple Terrace

Signature:



Name:

Tygh VanZandt

Title:

CEO

Date:

06/17/2026

Signature:

Name:

Sally Cabrera

Date:



✉ sales@tytentec.com

🌐 tytentec.com

Temple Terrace - Ring Central Tyten installation

Monday, July 27, 2026

Temple Terrace
Sally Cabrera
11250 North 56th Street
Temple Terrace, FL 33617
SCabrera@templeterrace.gov

Dear Sally,

On behalf of the Tyten Technologies team, I would like to thank you for including us in your evaluation process. As you will see from our proposal, we are well positioned to deliver the required solution that will provide tangible benefits to your organization. Tyten's mission is to help you navigate a sound course in a sea of technology. Using our expertise to increase your productivity, service quality and mobility while reducing risk, complexity and cost. We value our relationship with you and look forward to continued success and growth in our support for your organization.

We believe this solution will deliver the following benefits for you:

- Rapid deployment and scalability
- Architectural efficiency
- Financially responsible
- Future proof
- Exceptional Maintenance and Technical Support

I welcome the opportunity to present our proposal in more detail. We thank you for your time in reviewing this document. We await your feedback regarding our proposal.

Sincerely,



Tygh VanZandt
CEO
Tyten Technologies (FL)

Scope of Work

Scope of Work

RingCentral Cloud Communications System Implementation

1. Scope of Services

This Statement of Work ("SOW") defines the services to be delivered by **Tyten Technologies ("Tyten")** for the implementation of a cloud-based telephony and unified communications solution utilizing **RingCentral** for the **City of Temple Terrace ("City")**.

Tyten shall provide all professional services associated with the project, including project management, solution design, system configuration, implementation, deployment, cutover management, testing, and post-implementation support. The objective of this engagement is to replace the City's existing telephony system with a modern cloud-based communications platform while maintaining continuity of municipal operations and minimizing service disruption.

2. Solution Overview

The solution includes deployment and activation of RingCentral services across designated City departments and facilities.

Included Capabilities

- User provisioning and license activation
- Enterprise voice and unified communications functionality
- Call routing design aligned with City departmental operations
- Auto attendants and call queue configuration
- Voicemail and unified messaging services
- Softphone and mobile application enablement
- SMS and team messaging capabilities (where licensed)
- Cloud-based call handling, routing, and management
- E911 configuration and validation
- Administration and reporting capabilities

3. Roles and Responsibilities

3.1 Tyten Technologies

Tyten shall be solely responsible for all project management, engineering, implementation, deployment, training coordination, and support activities, including:

Project Management

- Project initiation and kickoff meetings
- Development and management of implementation schedules
- Coordination with City stakeholders
- Ongoing project communication and status reporting

- Risk identification and mitigation

Solution Design and Configuration

- System design and deployment planning
- User provisioning and license assignment
- Auto attendant and call queue configuration
- Call routing and forwarding configuration
- Business hours and holiday schedule configuration
- Number inventory review and management
- E911 location configuration
- Development of migration and cutover plans

Deployment Services

- Delivery, staging, and installation of endpoint devices
- Physical deployment of desk phones and associated equipment
- Configuration and activation of RingCentral services
- Number porting coordination and execution
- Onsite coordination with City personnel
- System testing and validation
- Go-live support and cutover management

Training

- Guidance and access to RingCentral University for administrator and end-user training
- Distribution of training links and reference documentation as needed to support adoption of the RingCentral platform

Support

- Post-cutover deployment support
- Issue resolution and troubleshooting
- Early-life support following implementation

4. Deployment Approach

The project will be executed through a phased deployment methodology managed entirely by Tyten.

Deployment Activities

- Discovery and requirements review
- System design and implementation planning
- User and service provisioning within RingCentral
- Auto attendant, call queue, and routing configuration
- Number porting coordination

- Endpoint deployment and activation
- System testing and validation
- User Acceptance Testing (UAT)
- Production cutover and go-live support
- Post-deployment stabilization and support

Tyten will coordinate all implementation activities with City personnel to ensure a smooth transition from the current telephony environment.

5. Project Locations

Services will be delivered across multiple City facilities.

- Final site list will be confirmed during project initiation.
- Tyten shall coordinate all onsite deployment activities according to the approved deployment schedule.
- The City shall provide access to all facilities as required for service delivery.

6. Training

User and administrator training will be provided through **RingCentral University**, RingCentral's online training and learning portal.

RingCentral University provides self-paced training resources that allow City personnel to learn and access materials on demand at their convenience.

Training Scope Includes

Administrator Training

- User and license management
- System configuration and administration
- Call routing and call queue management
- Reporting and analytics
- Best practices for ongoing system management

End User Training

- Desk phone operation
- RingCentral desktop application usage
- RingCentral mobile application usage
- Voicemail management
- Call handling features
- Messaging, meetings, and collaboration features

Training Delivery

- Training will be delivered exclusively through RingCentral University.
- City personnel will be responsible for completing applicable training modules.
- Training materials, videos, knowledge articles, and user guides will be available through the RingCentral University portal for ongoing reference.
- No instructor-led, onsite, virtual classroom, or customized training services are included within the scope of this SOW unless specifically identified in the Bill of Materials (BoM) or authorized through a mutually executed change order.

RingCentral University can be accessed at:

<https://university.ringcentral.com/>

7. Bill of Materials (BoM)

All equipment, licensing, subscriptions, and services included in this project are identified in the associated Bill of Materials (BoM).

Only equipment, software, licenses, and services specifically listed in the BoM are included within the scope of this SOW.

8. City Responsibilities

The City shall:

Provide Network Readiness

- Operational internet connectivity
- Adequate bandwidth for voice services
- Switching infrastructure capable of supporting IP telephony
- Power over Ethernet (PoE) where required
- VLAN configuration, if applicable
- Internal IP addressing and DHCP services
- Required structured cabling

Project Participation

- Designate a primary project representative with decision-making authority
- Provide timely access to facilities, systems, and personnel
- Participate in design review meetings
- Participate in testing and validation activities
- Support scheduled migration windows, including after-hours activities if required
- Provide timely feedback and approvals to avoid project delays

Failure to meet these responsibilities may impact project timelines and deployment schedules.

9. Project Tasks

9.1 Project Management (Tyten)

- Project kickoff and planning
- Stakeholder coordination
- Schedule management
- Status reporting
- Risk and issue management

9.2 System Design and Configuration (Tyten)

- System design workshops
- User provisioning
- RingCentral configuration
- Auto attendant configuration
- Call queue configuration
- Call routing implementation
- Business hours and holiday schedule programming

9.3 Deployment and Installation (Tyten)

- Device staging and deployment
- Endpoint installation and activation
- Onsite validation and troubleshooting
- User support during migration

9.4 Testing and Go-Live (Tyten)

- Number porting coordination
- User Acceptance Testing (UAT)
- Go-live execution
- Post-cutover monitoring
- Deployment stabilization support

10. Out of Scope

The following services are excluded unless specifically identified in the BoM or authorized through a written change order:

- Third-party application integrations
- Custom software development
- Network remediation or infrastructure upgrades
- Structured cabling installation
- Electrical work
- Installation of equipment not identified in the BoM

- Ongoing managed services beyond any contracted support agreement
- Custom reporting development beyond native RingCentral functionality

11. Acceptance Criteria

The project shall be deemed complete upon:

- Completion of all services identified in this SOW
- Successful implementation of RingCentral services
- Successful completion of system testing and validation
- Availability of RingCentral University training resources has been provided to designated City personnel
- Resolution of critical deployment-related issues identified during go-live
- Confirmation that users are operational on the new platform

Acceptance shall not be unreasonably withheld.

12. Change Management

Any changes to scope, schedule, deliverables, or assumptions shall be documented through a mutually agreed written change order executed by authorized representatives of both parties.

13. Assumptions

- All professional services will be provided by Tyten Technologies.
- RingCentral will provide cloud communications services and licensing only.
- All work will be performed during normal business hours unless otherwise agreed.
- The City will provide timely access to facilities, personnel, and required information.
- Number porting timelines are dependent upon carrier response times and approval processes.
- Existing network infrastructure is capable of supporting the RingCentral solution.
- The City will designate appropriate personnel to participate in design reviews, testing, and acceptance activities.
- Training will be delivered exclusively through RingCentral University's self-paced learning platform. No instructor-led training, customized training curriculum, or onsite training is included unless specifically identified in the BoM or authorized through a change order.
- Any requirements identified after project initiation that are outside the agreed scope may require a change order.

Professional Services - UC

Manufacturer Part Number	Product Description	Ext. Price
TYT-ENG-US2	Engineer US Level 2	\$34,125.00
TYT-PM-US2	Project Manager US Level 2	\$5,000.00
Subtotal:		\$39,125.00

Service Terms - MSA

Tyten Technologies Master Services Agreement

Agreement Overview

This Master Services Agreement (MSA) establishes the contractual framework between Tyten Technologies and the Customer for the delivery of technology solutions, professional services, implementation, maintenance, managed services, and ongoing support. Detailed service commitments, performance standards, and response times are defined within the applicable Statement of Work (SOW), Service Level Agreement (SLA), and approved change orders.

Tyten Technologies will:

- Deliver services in accordance with the agreed scope of work and service levels.
- Provide qualified engineering, project management, technical, and support resources.
- Perform services using reasonable care, skill, and accepted industry best practices.
- Comply with applicable laws and regulations.
- Support covered systems in accordance with the associated SLA.

The Customer agrees to:

- Provide reasonable access to facilities, personnel, systems, and information required to perform services.
- Maintain a safe working environment for Tyten personnel.
- Cooperate with project activities, support requests, and troubleshooting efforts.
- Fulfill responsibilities outlined in the applicable SOW and SLA.

Service Changes and Additional Work

Services outside the agreed scope may be requested through Tyten's change management process. Tyten will provide a written proposal defining scope, schedule, and pricing before additional work is performed.

Intellectual Property

Tyten retains ownership of its proprietary methodologies, software, documentation, tools, intellectual property, and pre-existing materials. The Customer receives the rights necessary to use delivered services and solutions as intended under the agreement.

Confidentiality

Both parties agree to protect confidential, proprietary, technical, financial, operational, and business information disclosed during the course of the engagement.

Each party will:

- Use confidential information solely for purposes related to the services being provided.
- Limit access to individuals with a legitimate business need to know.
- Protect confidential information using commercially reasonable safeguards.
- Not disclose confidential information to third parties without prior written consent except as required by law.

These confidentiality obligations survive termination of the agreement for five (5) years, with trade secrets remaining protected for as long as they retain trade secret status.

Term and Termination

The agreement is established with an initial three-year term and automatically renews for successive one-year periods unless either party provides at least sixty (60) days written notice prior to renewal. Either party may terminate the agreement for a material breach that remains uncured following thirty (30) business days written

notice.

Either party may terminate in the event of insolvency, bankruptcy, or inability to meet financial obligations.

Customers may terminate for chronic failure to meet contractual service level commitments as defined within the SLA.

Upon termination, each party remains responsible for obligations incurred prior to the termination date, including payment for services rendered.

Governing Law and Dispute Resolution

Transfer and Assignment

Transfer and Assignment. Neither Party may assign, transfer, delegate, or otherwise convey any of its rights, duties, or obligations under this Agreement, whether voluntarily, by operation of law, merger, acquisition, change of control, or otherwise, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, either Party may assign this Agreement, without consent, to an affiliate or in connection with a merger, reorganization, sale of substantially all assets, or other corporate transaction, provided that the assigning Party remains responsible for the performance of all obligations under this Agreement unless expressly released in writing by the non-assigning Party. Any attempted assignment or transfer in violation of this Section shall be null and void. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

This agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties agree to make reasonable efforts to resolve disputes through executive-level discussions and good-faith negotiations prior to pursuing legal remedies. Venue for any legal action related to this agreement shall be located within the State of Florida.

Standard Billing Terms

Standard lead-time is 4-6 weeks from order

Invoice will be sent for 50% of project cost on order and 50% on cutover

Payment is due 30 days from invoice date

Temple Terrace - Ring Central Tyten installation

Prepared by:

Tyten Technologies (FL)

Tygh VanZandt
+19412415941
Fax +16105903820
tvanzandt@tytentec.com

Prepared for:

Temple Terrace

11250 North 56th Street
Temple Terrace, FL 33617
Sally Cabrera
(813) 506-6452
SCabrera@templeterrace.gov

Quote Information:

Quote #: 2025000709

Version: 1
Delivery Date: 07/27/2026
Expiration Date: 07/31/2026

Quote Summary		Amount
Professional Services - UC		\$39,125.00
Total:		\$39,125.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Tyten Technologies (FL)

Temple Terrace

Signature:



Name:

Tygh VanZandt

Title:

CEO

Date:

07/27/2026

Signature:

Name:

Sally Cabrera

Date:



ADDENDUM TO TYTEN TECHNOLOGIES CUSTOMER ORDER FORM

This Addendum (“Addendum”) to the Temple Terrace – Avaya ACO Tyten Onsite Installation and Poly Phone Purchase Quote (the “Agreement”) are between the City of Temple Terrace, located at 11250 N. 56th Street, Temple Terrace, FL 33617 (“City”) and Tyten Technologies (FL), Inc., located at 12406 Redhead Place Bradenton, FL 34212 (“Provider”), which are the parties hereto (each a “Party” and collectively, “Parties”). This Addendum is made effective as of the date of the Agreement is signed by both parties.

I. AGREEMENT MANAGEMENT

A. Agreement Managers

The Parties have identified the following individuals as Agreement Managers. These individuals are responsible for enforcing performance of the Agreement’s terms and conditions and shall serve as liaisons between each Party and the other.

FOR THE CITY

Sally Cabrera
11250 North 56th Street
Temple Terrace, FL 33617
Telephone: (813) 506 - 6455
Email: SCabrera@templeterrace.gov

FOR TYTEN TECHNOLOGIES, INC.

Tygh VanZandt
12406 Redhead Pl
Bradenton, FL 34212
Telephone: (941) 241- 5941
Email: tvanzandt@tytentec.com

II. AGREEMENT MODIFICATION

After execution of the Agreement, modifications to the provisions contained therein, with the exception of Section I., AGREEMENT MANAGEMENT, shall be valid only through execution of a formal written amendment to the Agreement. Any changes in the information contained in Section I., AGREEMENT MANAGEMENT, will be provided to the other Party in writing and a copy of the written notification shall be maintained by both Parties.



III. TERMINATION

A. Termination For Cause

Either Party may terminate the Agreement for failure to comply with the terms of the Agreement. The terminating Party shall provide the other Party with written notice of the failure to comply. The Party failing to comply shall have thirty (30) days following receipt of such notice to cure the failure. If the failure to comply is not cured within thirty (30) days, the terminating Party may terminate the Agreement with 24 hours' written notice. If City terminates this Agreement for cause, Provider shall refund to City any applicable prepaid fees for the then-remaining or unexpired portion of the Agreement term, if applicable.

The Agreement may be terminated with 24 hours' notice by the City for any failure of the Provider to comply with any applicable Florida Law and/or City Ordinance.

IV. OTHER CONDITIONS

A. Americans With Disabilities Act

The Provider shall comply with the Americans With Disabilities Act, 42 U.S.C. 12101, *et seq.* In the event the Provider's noncompliance with the Americans with Disabilities Act, or with any other such applicable laws, the Agreement may be canceled, terminated or suspended, in whole or in part, and the Provider may be declared ineligible for further Agreements with the City.

B. Anti-Human Trafficking

Provider must complete and abide by the Anti-Human Trafficking Affidavit, **Attachment A**.

C. E-Verify

Provider, and any subcontractors Provider uses to carry out the duties and responsibilities in the Agreement, must register with and use the E-Verify system (E-Verify.gov) to verify the work authorization for newly hired employees within three (3) business days of hire. In the event the E-Verify system is unavailable, Provider, and its subcontractors, will comply with section 448.095(2)(c) of Florida Statutes. If applicable, Provider must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States.



D. Force Majure

Neither Party shall be liable for loss or damage suffered as a result of any unforeseeable delay or failure in performance under the Agreement or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

E. Jurisdiction and Venue

The Agreement shall be governed by the laws of the State of Florida. All legal proceedings arising out of or relating to the Agreement shall be brought in the state and federal courts of Florida, Hillsborough County.

F. Compliance With Laws

The Provider shall, at all times, comply with all provisions of applicable Federal, State, County and local laws, ordinances, rules and regulations that pertain to the performance of the Services under the Agreement. The Provider's lack of knowledge regarding such legal requirements shall not serve as a basis for relief from responsibility or constitute a defense against the legal effect thereof.

G. No Third-Party Beneficiaries

Except as otherwise expressly provided herein, neither this Addendum, the Agreement, nor any amendment, addendum, or exhibit attached hereto, nor term, provision, or clause contained therein, shall be construed as being for the benefit of or providing a benefit to, any Party not a signatory hereto.

H. Notices

All notices required or permitted by the Agreement shall be given, in writing, by hand-delivery, email, or certified mail, to the respective addresses of the Agreement Managers as set forth above. All notices by hand-delivery shall be deemed received on the date of delivery, and all notices by email shall be deemed received when they are transmitted and not returned as undelivered or undeliverable. Either Party may change the names, addresses, or telephone numbers set forth in Section I. AGREEMENT MANAGEMENT, above by written notice given to the other Party as provided above.



I. Scrutinized Companies

1. In executing this Addendum, Provider certifies that it is not listed on the Scrutinized Companies that Boycott Israel List nor is Provider engaged in a boycott of Israel (as defined in section 215.4725, F.S.). Provider agrees, pursuant to section 287.135, F.S. that the City may immediately terminate the Agreement for cause if the Provider is found to have submitted a false certification or is placed on the Scrutinized Companies that Boycott Israel List or is found to be engaged in a boycott of Israel during the term of the Agreement.
2. In executing this Addendum, Provider certifies it is not on the Scrutinized Companies with Activities in Sudan or the Scrutinized Companies with Activities in Iran Terrorism Sectors List and that it does not have business operations in Cuba or Syria. Provider agrees that the City may terminate the Agreement if Provider is found to have submitted a false certification or has been placed on a list pursuant to section 215.473, F.S., relating to scrutinized active business operations in Iran.

J. Payment Through PaymentWorks

The City of Temple Terrace uses a company called PaymentWorks to pay all vendors doing business with the City. PaymentWorks vets all vendors before a contract is signed by management and before any transaction can be approved. PaymentWorks does the following for the City:

- a. Streamlines vendor verification,
- b. Automates vendor onboarding,
- c. Optimizes our payables strategy,
- d. Indemnifies vendor payments for up to \$2million per transaction, protecting the City and the vendor,
- e. Continuously monitors for compliance with state and federal sanctions, W-9's, COI's and bank account changes,
- f. Utilizes a token for ACH/EFT processing so the vendors information is protected. The vendor can still choose to be paid by check.

If you are not currently signed up with PaymentWorks, the City is not able to transact business with you. The City can invite you to PaymentWorks if you do not have an account setup. The invitation will come directly from the PaymentWorks software for you to create your own account and provide your EIN, COI, W-9 and banking information, if applicable. You have the option to choose to receive a check for payments. You must be fully onboarded with PaymentWorks before the City signs a contract or orders any items. Please provide the following information for us to invite you to PaymentWorks:

AR/Payment Contact Name: Kristen VanZandt



AR/Payment Contact Email: finance@tytentec.com

K. Sovereign Immunity

Nothing herein is intended to serve as a waiver of sovereign immunity by the City to which sovereign immunity may be applicable. Further, nothing herein shall be construed as consent by the City to be sued by third parties in any matter arising out of the Agreement.

L. Order of Precedence

Except as otherwise revised pursuant to this Addendum, all terms and provisions of the Agreement will remain in full force and effect. Where terms may contradict the Order of Precedence is as follows:

1. Addendum to the Avaya Customer Order Form
2. Avaya Customer Order Form

IN WITNESS THEREOF, the Parties have entered into this Contract by their undersigned officials as duly authorized.

THE CITY OF TEMPLE TERRACE:

SIGNATURE OF AUTHORIZED PERSON: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

TYTEN TECHNOLOGIES, INC.:

SIGNATURE OF AUTHORIZED PERSON: 

PRINT NAME: Tygh VanZandt

TITLE: CEO

DATE: July 21 2026



ATTACHMENT A

ANTI-HUMAN TRAFFICKING AFFIDAVIT

Pursuant to section 787.06(14), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in 787.06 F.S.

Section 787.06, Florida Statutes, defines "Coercion" as:

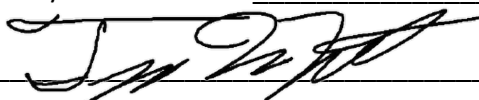
1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person, including extortionate extension of credit, loan sharking as defined in F.S. 687.071, or employment contracts that violate the statute of frauds as provided in F.S. 725.01;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of F.S. 893.03 to any person for the purpose of exploitation of that person.

Tyten Technologies, Inc., does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Entity Name: Tyten Technologies Inc

Representative/Officers Printed Name: Tygh VanZandt

Representative/Officer's Title: CEO

Signature:  Date: July 21 2026



INITIAL ORDER FORM

This Initial Order Form is a binding agreement between RingCentral, Inc. (“**RingCentral**”) and **City of Temple Terrace** (“**Customer**” or “**You**”) (together the “**Parties**”), for the purchase of the Services, licenses, and products listed herein. This Initial Order Form is subject to and incorporates the terms and conditions of: (i) the separate written agreement, executed by the Parties governing the purchase of the Services described in this Order Form, or (ii) the RingCentral Online Terms of Service available at <https://www.ringcentral.com/legal/eulatos.html>, if there is no written agreement in place (hereinafter (i) and (ii) referred to as the “**Agreement**”). Capitalized terms not defined herein shall have the same meanings as set forth in the applicable Agreement between the Parties. Unless agreed by both Parties in writing, any terms or conditions set forth in a Customer-issued purchase order or ordering document shall not apply.

Please note that RingCentral MVP is now RingEX. All references to “RingCentral MVP”, whether in terms of service, advertising or product descriptions, mean “RingEX”.

Customer

City of Temple Terrace

11250 N. 56th Street
Temple Terrace, FLORIDA 33617
United States

Lynda Sader
(813) 506-6440
lsader@templeterrace.gov

Service Provider

RingCentral, Inc.

20 Davis Drive
Belmont, CA 94002
United States

Service Commitment Period

Start Date: Effective as of the date of last signature below

Initial Term: 60 Months

Renewal Term: 24 Months

Payment Schedule: Monthly

RingEX Services

Recurring Services			
Summary of Service	Qty	Rate	Subtotal
DigitalLine Unlimited Advanced	355	\$8.00	\$2,840.00
DigitalLine Unlimited Advanced		\$3.50	
Compliance and Administrative Cost Recovery Fee		\$3.50	
e911 Service Fee		\$1.00	
DigitalLine Basic	20	\$5.50	\$110.00
DigitalLine Basic		\$1.00	
Compliance and Administrative Cost Recovery Fee		\$3.50	
e911 Service Fee		\$1.00	
Monthly Recurring Services*			\$2,950.00

Total Initial Amount	\$2,950.00
-----------------------------	-------------------

*Amounts are exclusive of applicable Taxes, Fees, and Shipping Charges.

Cost Center Billing

For customers with cost center billing, it is the Customer's responsibility to provide cost center allocation information to RingCentral at least 10 days prior to the issuance of the invoice. After the information is received, it will be reflected on future invoices, but will not be adjusted retroactively on past invoices. If purchasing additional services through the administrative portal, it is the Customer's responsibility to assign cost centers at the time of purchase; otherwise, those services will not be allocated by cost center on the next invoice. Please note that cost center allocation is not available for certain items, such as minute bundles and credit memos. For additional questions, please contact the RingCentral invoice billing team at billingsupport@ringcentral.com.

Customer Reference. Customer may promote their use of RingCentral services and agrees that RingCentral may identify customer as a user of the services. All press releases or quotes regarding Customer's use of service will be pre-approved by Customer, which consent will not be unreasonably withheld.

Add-on Services. Customer is responsible for reviewing additional terms and conditions that may apply to RingCentral add-on services (where available) and certain Advanced Support Services listed on this order form, and which are available at <https://www.ringcentral.com/legal/add-on-services.html>.

IN WITNESS WHEREOF, the Parties have executed this Initial Order Form above through their duly authorized representatives.

Customer

City of Temple Terrace

RingCentral

RingCentral, Inc.

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: Michael Fiocca

Title: Regional Vice President, Public Sector

Date: _____



MASTER SERVICES AGREEMENT

This Master Services Agreement is effective as of the date of last signature (“**Effective Date**”) and made between:

City of Temple Terrace (“Customer”)

Address:

11250 N. 56th Street
Temple Terrace, FLORIDA 33617

RingCentral, Inc. (“RingCentral”)

Address:

20 Davis Drive
Belmont, CA 94002

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: Michael Fiocca

Title: Regional Vice President, Public Sector

Date: _____

RingCentral and Customer are together referred to as the “Parties” and each individually as a “Party.”

1. The Master Services Agreement (“**Agreement**”) consists of the terms and conditions contained herein, and any Service Attachments applicable to Customer’s Services, and any other Attachments agreed by the Parties, are incorporated into and form a part of this Agreement.

Exhibit A – Definitions

Attachment A – RingEX Services

Attachment B – Service Level Agreement for RingEX Services

Attachment C – Security Addendum

THE PARTIES AGREE AS FOLLOWS:

2. Ordering and Term

- A. Ordering Services.** Customer may order the Services set forth in the relevant Attachments, attached hereto, by executing an Order Form in the format provided by RingCentral. Customer must submit the Order Form to RingCentral either in writing or electronically via the Administrative Portal. The Order Form will identify the Services requested by Customer together with: (i) the price for each Service; (ii) scheduled Start Date; (iii) and products rented, licensed, or sold to Customer, if any. An Order Form will become binding when it is executed by the Customer and accepted by RingCentral. RingCentral may accept an Order Form by commencing performance of the requested Services. The Services and invoicing for those Services will begin on the Start Date, as identified in the applicable Order Form or on the day Services are ordered via the Administrative Portal. Customer may purchase additional Services, software, and equipment via the Administrative Portal or by executing additional Order Forms.
- B. Equipment.** Subject to availability based on brand and Customer location, Customer may purchase or rent equipment from RingCentral for use with the Services. The terms and conditions that govern any such transaction can be found at:
- i. Purchase: <http://www.ringcentral.com/legal/ringcentral-hardware-terms-conditions.html>;
 - ii. Rental: <http://www.ringcentral.com/legal/lease-rental.html>, and
 - iii. Device as a Services: <https://www.ringcentral.com/legal/daas-agreement.html>.
- C. Term of this Agreement.** The Term of this Agreement will commence on the Effective Date and continue until the last Order Form is terminated or expires, unless terminated earlier in accordance with its terms.
- D. Services Term.** The Services Term will begin on the Start Date of the initial Order Form and continue for the initial term set forth in the initial Order Form (“**Initial Term**”). Upon expiration of the Initial Term, unless otherwise set forth in the Order Form, the term recurring Services will automatically renew for successive periods as set forth in the initial Order Form (each a “**Renewal**”).

Term”) unless either Party gives notice of non-renewal at least thirty (30) days before the expiration of the Initial Term or the then-current Renewal Term. The Term of any recurring Services added to your Account after the initial Order Form is executed will start on the Start Date in the applicable Order Form, will run coterminously with the then-current Term of any preexisting Services unless otherwise extended in the applicable Order Form, and will be invoiced on the same billing cycles as the preexisting Services.

3. Invoicing and Payment

- A. Prices and Charges.** All prices are identified in US dollars on the Administrative Portal or in the applicable Order Form unless otherwise agreed by the Parties. Additional charges may result if Customer activates additional features, exceeds usage thresholds, or purchases additional Services or equipment. Customer will be liable for all charges resulting from use of the Services on its Account. Unless otherwise agreed between the Parties, recurring charges (such as charges for Digital Lines, product licenses, minute bundles, and equipment rental fees) for the Services begin on the Start Date identified in the Administrative Portal or in the applicable Order Form and will remain in effect for the Initial Term (as described in an Order Form) or, if applicable, the then-current Renewal Term. RingCentral will provide notice of any proposed increase in such charges no later than sixty (60) days before the end of the Initial Term or then-current Renewal Term, and any such increase will be effective on the first day of the next Renewal Term. Administrative Fees that RingCentral is entitled to pass on to its customers as a surcharge pursuant to applicable Law may be increased on thirty (30) days' written notice. Outbound calling rates will be applied based on the rate in effect at the time of use. Customer may locate the currently effective rates in the Administrative Portal.
- B. Invoicing and Payment.** Invoices will be issued in accordance with the payment terms set forth in the Order Form. If Customer chooses to pay by credit or debit card, by providing a valid credit or debit card, Customer is expressly authorizing all Services and equipment charges and fees to be charged to such payment card, including recurring payments billed on a monthly or annual basis. In addition, Customer's provided credit card shall be used for any in-month purchases of additional services and products, or where Customer has exceeded usage or threshold limits, any overage charges. Unless otherwise stated in the applicable Order Form, recurring charges are invoiced in advance in the frequency set forth in the Order Form, and usage-based and onetime charges are billed monthly in arrears. Customer shall make payment in full, without deduction or set-off, within thirty (30) days of the invoice date. Any payment not made when due may be subject to a late payment fee equivalent to the lesser of (i) one and a half percent (1.5%) per month or (ii) if applicable, the highest rate allowed by Law. In no event may payment be subject to delays due to Customer internal purchase order process.
- C. Taxes.** All rates, fees, and charges are exclusive of applicable Taxes, for which Customer is solely responsible. Taxes may vary based on jurisdiction and the Services provided. If any withholding tax is levied on the payments, then Customer must increase the sums paid to RingCentral so that the amount received by RingCentral after the withholding tax is deducted is the full amount RingCentral would have received if no withholding or deduction had been made. If Customer is a tax-exempt entity, tax exemption will take effect upon provision to and validation by RingCentral of certificate of tax exemption.
- D. Billing Disputes.** If a Customer reasonably and in good faith disputes any portion of RingCentral's invoice, it must provide written notice to RingCentral within thirty (30) days of the invoice date, identifying the reason for the dispute and the amount being disputed. Customer's dispute as to any portion of the invoice will not excuse Customer's obligation to timely pay the undisputed portion of the invoice. Upon resolution, Customer must pay any validly invoiced unpaid amounts within thirty (30) days. Any amounts that are found to be in error resulting in an overpayment by the Customer will be applied as a billing credit against future invoices. Customer will be reimbursed any outstanding billing credits at the expiration or termination of this Agreement.

4. Provision of the Service

- A. General Terms.** RingCentral will provide the Services as described in the relevant Service Attachment. RingCentral may enhance, replace, and/or change the features of the Services, but it will not materially reduce the core features, functions, or security of the Services during the Term without Customer's consent.
- B. Customer Care**
- i. Customer must provide Helpdesk Support to Customer's End Users. RingCentral may require Customer's Helpdesk Support personnel to complete a designated series of training courses on RingCentral's Services. Such training will be provided to Customer online in English at no cost.
 - ii. RingCentral will make remote support available to Customer's Helpdesk Support personnel and/or Account Administrators via the Customer Care call center, which will be available 24/7, to attempt to resolve technical issues with, and answer questions regarding the use of the Services. Unless otherwise agreed by the parties, Customer Care support will be provided in English, and onsite and implementation services are not included in the Customer Care support.
 - iii. Customer may open a case with Customer Care following the process in place at the time. Any individual contacting Customer Care on behalf of Customer must be authorized to do so on behalf of the Account and will be required to follow applicable authentication protocols.
- C. Professional Services.** RingCentral offers a broad portfolio of professional services that includes onsite and remote implementation services; extended enterprise services including premium technical support; and consulting. Any such services are governed by this Agreement, the Professional Services terms, and any applicable Statement of Work (SOW), which may be attached hereto.

- D. Managed Services.** Customer may purchase Managed Services from RingCentral for use with the Services. The terms and conditions that govern the Managed Services can be found at: <https://www.ringcentral.com/legal/managed-services-attachment.html>.
- E. Subcontracting.** RingCentral may provide any of the Services hereunder through any of its Affiliates or subcontractors, provided that RingCentral will bear the same degree of responsibility for acts and omissions for those subcontractors acting on RingCentral's behalf in the performance of its obligations under this Agreement as it would bear if such acts and omissions were performed by RingCentral directly.

5. Use of the Service

- A. Service Requirements.** The Services are dependent upon Customer's maintenance of sufficient Internet access, networks, and power as set forth in RingCentral's Technical Sufficiency Criteria, available at <https://www.ringcentral.com/legal/policies/technical-sufficiency-criteria.html>. RingCentral will not be responsible for any deficiencies in the provision of the Services if Customer's network does not meet RingCentral's Technical Sufficiency Criteria.
- B. Use Policies.** Customer and its End Users may use the Services only in compliance with this Agreement, applicable Law, and the Use Policies referenced below, which are incorporated into and form part of this Agreement. Customer must ensure that its End Users comply with the Use Policies. Any breach of this Section (Use Policies) will be deemed a material breach of this Agreement. RingCentral may update the Use Policies from time to time and will provide notice of material updates to Customer at the email address on file with the Account. All updates will become effective thirty (30) days after such notice to Customer or upon posting for non-material changes. Customer may object to a modification that negatively impacts its use of the Service by sending written notice ("Objection Notice") to RingCentral within thirty (30) days from the date of the notice of modification. If the Parties cannot reach agreement, then either Party may terminate the affected Services without penalty with thirty (30) days written notice to the other Party.
- i. Acceptable Use Policy.** The Services must be used in accordance with RingCentral's Acceptable Use Policy, available at <https://www.ringcentral.com/legal/acceptable-use-policy.html>. Notwithstanding anything to the contrary in this Agreement, RingCentral may act immediately and without notice to suspend or limit the Services if RingCentral reasonably suspects fraudulent or illegal activity in the Customer's Account, material breach of the Acceptable Use Policy, or use of the Services that could interfere with the functioning of the RingCentral Network provided such suspension or limitation may only be to the extent reasonably necessary to protect against the applicable condition, activity, or use. RingCentral will promptly remove the suspension or limitation as soon as the condition, activity or use is resolved and mitigated in full. If Customer anticipates legitimate but unusual activity on its Account, Customer should contact Customer Care in advance to avoid any Service disruption.
- ii. Emergency Services.** RingCentral's policy governing the provision of emergency services accessed via the Services is available at <https://www.ringcentral.com/legal/emergency-services.html>.
- iii. Numbering Policy.** The provision, use, and publication of numbers used in conjunction with the Services are governed by RingCentral's Numbering Policies, available at <https://www.ringcentral.com/legal/policies/numbering-policy.html>.

6. Termination

- A. Termination for Cause.** Either Party may terminate this Agreement and any Services purchased hereunder in whole or part by giving written notice to the other Party: i) if the other Party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after receipt of such notice; ii) at the written recommendation of a government or regulatory agency following a change in either applicable Law or the Services; or iii) upon the commencement by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings or an assignment for the benefit of creditors.
- B. Effect of Termination.** If Customer terminates the Services, a portion of the Services, or this Agreement in its entirety due to RingCentral's material breach under Section 6(A) (Termination for Cause), Customer will not be liable for any fees or charges for terminated Services for any period subsequent to the effective date of such termination (except those arising from continued usage before the Services are disconnected), and RingCentral will provide Customer a pro-rata refund of any prepaid and unused fees or charges paid by Customer for terminated Services. If this Agreement or any Services are terminated for any reason other than as a result of a material breach by RingCentral or as otherwise permitted pursuant to Section 6(A) or as set forth in Section 14(I) (Regulatory and Legal Changes) the Customer must, to the extent permitted by applicable Law and without limiting any other right or remedy of RingCentral, pay within thirty (30) days of such termination all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services for the remainder of the then-current Term plus related Taxes and fees.

7. Intellectual Property

A. Limited License

- i.** Subject to, and conditional upon Customer's compliance with, the terms of this Agreement, RingCentral grants to Customer and its End User, a limited, personal, revocable, non-exclusive, non-transferable (other than as permitted under this Agreement), non-sublicensable license to use any software provided or made available by RingCentral to the Customer as part of the Services ("Software") to the extent reasonably required to use the Services as permitted by this Agreement, only for the duration that Customer is entitled to use the Services and subject to the Customer being current on its payment obligations.

- ii. Customer will not, and will not allow its End Users, to: (a) sublicense, resell, distribute or assign its right under the license granted under this Agreement to any other person or entity; (b) modify, adapt or create derivative works of the Software or any associated documentation; (c) reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the Software; (d) use the Software for infringement analysis, benchmarking, or for any purpose other than as necessary to use the Services Customer is authorized to use; (e) create any competing Software or Services; or (f) remove any copyright or other proprietary or confidential notices on any Software or Services.

B. IP Rights

- i. **RingCentral's Rights.** Except as expressly provided in this Agreement, the limited license granted to Customer under Section 7(A) (Limited License) does not convey any ownership or other rights or licenses, express or implied, in the Services (including the Software), any related materials, or in any Intellectual Property and no IP Rights or other rights or licenses are granted, transferred, or assigned to Customer, any End User, or any other party by implication, estoppel, or otherwise. All rights not expressly granted herein are reserved and retained by RingCentral and its licensors. The Software and Services may comprise or incorporate services, software, technology, or products developed or provided by third parties, including open-source software or code. Customer acknowledges that misuse of RingCentral Services may violate third-party IP rights.
- ii. **Customer Rights.** As between RingCentral and Customer, Customer retains title to all IP Rights that are owned by the Customer or its suppliers. To the extent reasonably required or desirable for the provision of the Services, Customer grants to RingCentral a limited, personal, non-exclusive, royalty-free, license to use Customer's IP Rights in the same. Customer must provide (and is solely responsible for providing) all required notices and obtaining all licenses, consents, authorizations, or other approvals related to the use, reproduction, transmission, or receipt of any Customer Content that includes personal or Confidential Information or incorporates any third-party IP rights.

- C. **Use of Marks.** Neither Party may use or display the other Party's trademarks, service mark or logos in any manner without such Party's prior written consent.

8. Confidentiality

- A. **Restrictions on Use or Disclosures by Either Party.** During the Term of this Agreement and for at least one (1) year thereafter, the Receiving Party shall hold the Disclosing Party's Confidential Information in confidence, shall use such Confidential Information only for the purpose of fulfilling its obligations under this Agreement, and shall use at least as great a standard of care in protecting the Confidential Information as it uses to protect its own Confidential Information.

Each Party may disclose Confidential Information only to those of its employees, agents or subcontractors who have a need to it in order to perform or exercise such Party's rights or obligations under this Agreement and who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement. Each Party may disclose the other Party's Confidential Information in any legal proceeding or to a governmental entity as required by Law.

These restrictions on the use or disclosure of Confidential Information do not apply to any information which is independently developed by the Receiving Party or lawfully received free of restriction from another source having the right to so furnish such information; after it has become generally available to the public without breach of this Agreement by the Receiving Party; which at the time of disclosure was already known to the Receiving Party, without restriction as evidenced by documentation in such Party's possession; or which the Disclosing Party confirms in writing is free of such restrictions.

Upon termination of this Agreement, the Receiving Party will promptly delete, destroy or, at the Disclosing Party's request, return to the Disclosing Party, all Disclosing Party's Confidential Information in its possession, including deleting or rendering unusable all electronic files and data that contain Confidential Information, and upon request will provide the Disclosing Party with certification of compliance with this subsection.

9. Data Protection

- A. **Data Privacy.** RingCentral respects Customer's privacy and will only use the information provided by Customer to RingCentral or collected in the provision of the Services in accordance with RingCentral's Data Processing Addendum, available at <https://www.ringcentral.com/legal/dpa.html>, incorporated by reference. RingCentral may update the Data Processing Addendum from time to time and will provide notice of any material updates to the Customer as required by applicable Laws at the email address on file with the Account. Such updates will be effective thirty (30) days after such notice to Customer.
- B. **Data Security.** RingCentral will take commercially reasonable precautions, including, without limitation, technical (e.g., firewalls and data encryption), organizational, administrative, and physical measures, to help safeguard Customer's Account, Account Data, and Customer Content against unauthorized use, disclosure, or modification. Customer must protect all End Points using commercially reasonable security measures. Customer is solely responsible to keep all user identifications and passwords secure. Customer must monitor use of the Services for possible unlawful or fraudulent use. Customer must notify RingCentral immediately if Customer becomes aware or has reason to believe that the Services are being used fraudulently or without authorization by any End User or third party. Failure to notify RingCentral may result in the suspension or termination of the Services and additional charges to Customer resulting from such use. RingCentral will not be liable for any charges resulting from unauthorized use of Customer's Account.
- C. **Software Changes.** RingCentral may from time-to-time push software updates and patches directly to Customer's device(s) for installation and Customer will not prevent RingCentral from doing so. Customer must implement promptly all fixes, updates, upgrades and replacements of software and third-party software that may be provided by RingCentral. RingCentral will not be

liable for inoperability of the Services or any other Services failures due to failure of Customer to timely implement the required changes.

10. Limitations of Liability

A. Excluded Damages

IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES OR ITS OR THEIR SUPPLIERS BE LIABLE FOR (1) INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES; (2) LOSS OF USE OR LOSS OF DATA; (3) LOSS OF BUSINESS OPPORTUNITIES, REVENUES OR PROFITS; OR (4) COSTS OF PROCURING REPLACEMENT PRODUCTS OR SERVICES, IN ALL CASES WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER THEORY OF LIABILITY, AND EVEN IF SUCH PARTY HAS BEEN INFORMED IN ADVANCE OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

B. Liability Caps

EXCEPT AS SET FORTH HEREIN, THE TOTAL CUMULATIVE LIABILITY OF THE PARTIES UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE PREVIOUS SIX (6) MONTHS. LIMITATIONS UNDER THIS SECTION (LIABILITY CAPS) WILL NOT APPLY TO:

- i. FEES OWED BY CUSTOMER
- ii. EITHER PARTY'S LIABILITY FOR INFRINGEMENT OF THE OTHER PARTY'S IP RIGHTS
- iii. EITHER PARTY'S LIABILITY RESULTING FROM GROSS NEGLIGENCE, FRAUD, OR WILLFUL OR CRIMINAL MISCONDUCT
- iv. CUSTOMER'S LIABILITY RESULTING FROM USE OF THE SERVICES IN BREACH OF THE ACCEPTABLE USE POLICY OR EMERGENCY SERVICES POLICY
- v. EITHER PARTY'S LIABILITY ARISING FROM DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, OR FOR ANY OTHER LIABILITY WHICH MAY NOT BE RESTRICTED, LIMITED, OR EXCLUDED PURSUANT TO APPLICABLE LAW.

11. Indemnification

A. Indemnification by RingCentral

- i. RingCentral shall indemnify and hold harmless the Customer and its Affiliates for Indemnifiable Amounts, and shall defend any third-party claims or causes of action (a **"Third Party Claim"**) to the extent such Third Party Claim arises out of or alleges that:
 - a. The Services, as provided by RingCentral, infringe or misappropriate the patent, copyright, trademark, or trade secret rights of a third party.
- ii. RingCentral will have no obligations under subsection (i) above to the extent the Third Party Claim arises from: (a) use of the Services in combination with data, software, hardware, equipment, or technology not provided or authorized by RingCentral in writing unless any of the foregoing are necessary for the proper operation of the Services; (b) modifications to the Services not made by RingCentral; (c) Customer Content; (d) failure to promptly install any updates of any software or firmware or accept or use any modified or replacement items provided free of charge by or on behalf of RingCentral; (e) breach of the Agreement; or (f) a Third Party Claim brought by Customer's Affiliate, successor, or assignee.
- iii. If such a Third-Party Claim is made or appears possible, Customer agrees to permit RingCentral, at RingCentral's sole discretion and expense, to (a) modify or replace the Services, or component or part thereof, to make it non-infringing or (b) obtain the right for Customer to continue to use the Services. If RingCentral determines that neither alternative is commercially reasonable, RingCentral may terminate this Agreement in its entirety or with respect to the affected Service, component or part (a **"Discontinued Component"**), effective immediately on written notice to Customer, in which case Customer will not owe any fees or charges relating to the Discontinued Component for any period subsequent to the date of such termination, and will be entitled to receive a refund of any prepaid but unused fees relating to the Discontinued Component. In the event the removal of the Discontinued Component does not substantially affect Customer's use of the Services, the refund or fee abatement pursuant to the foregoing shall be a reasonable portion of the total fees owed by Customer for the Services as a whole based on the significance of the Discontinued Component to the total value of the Services as a whole. RingCentral's obligations under this Sub-Section will be RingCentral's sole and exclusive liability and Customer's sole and exclusive remedies with respect to any actual or alleged intellectual property violations.

- B. **Indemnification by Customer.** To the extent permitted by the laws and the constitution of the jurisdiction of Customer, Customer shall indemnify, and hold harmless RingCentral and its Affiliates for Indemnifiable Amounts, and shall defend any Third Party Claims arising out of or in connection with: (i) material violation of applicable Law by the Customer, its Affiliates, or their respective End Users in connection with their use of the Services; (ii) use of the Services in breach of the Use Policies; (iii) failure to promptly install any updates of any software or firmware or accept or use modified or replacement items provided free of charge by or on behalf of RingCentral; or (iv) Customer Content.

- C. **Defense and Indemnification Procedures.** Any Party seeking indemnification under this Section 11 (the **"Indemnified Party"**) shall provide the Party from which it seeks such indemnification (the **"Indemnifying Party"**) with the following: (a) prompt written

notice of the Third-Party Claim, (b) sole control over the defense and settlement of the Third-Party Claim, and (c) reasonable information, cooperation, and assistance (at the Indemnifying Party's sole expense except for the value of the time of the Indemnified Party's personnel) in connection with the defense and settlement of the Third-Party Claim. The Indemnified Party's failure to comply with the foregoing obligations will not relieve the Indemnifying Party of its defense or indemnification obligations under this Section 11 (Indemnification) except to the extent that the Indemnifying Party is materially prejudiced by such failure. The Indemnified Party will have the right to participate (but not control), at its own expense, in the defense of such Third-Party Claim, including any related settlement negotiations. No such claim may be settled by the Indemnifying Party without the Indemnified Party's express written consent (not to be unreasonably withheld, conditioned, or delayed) unless such settlement includes a full and complete release of all claims and actions against the Indemnified Party by each party bringing such Third-Party Claim, requires no admission of fault, liability, or guilt by the Indemnified Party, and requires no act by the Indemnified Party other than the payment of a sum of money fully indemnified by the Indemnifying Party.

12. Warranties

- A. **RingCentral Warranty.** RingCentral will provide the Services using a commercially reasonable level of skill and care, in material compliance with all applicable Laws and otherwise subject to the terms of this Agreement. To the extent permitted by Law, RingCentral shall pass through to Customer any and all warranties RingCentral receives in connection with equipment provided to Customer by or on behalf of RingCentral.
- B. **Customer Warranty.** Customer's and its End Users' use of the Services must always comply with all applicable Laws and this Agreement. Further, when Customer's subscription for Services exceeds one (1) fiscal year, Customer warrants that it shall exercise due diligence and best efforts to secure an adequate appropriation of funds on time from its legislative or similar government body to pay for the contracted Services in the follow-on fiscal year(s).
- C. **Disclaimer of Warranties.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND RINGCENTRAL MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, QUIET ENJOYMENT, AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE IN TRADE, TOGETHER WITH SIMILAR WARRANTIES, WHETHER ARISING UNDER ANY LAW OR OTHERWISE. TO THE EXTENT THAT RINGCENTRAL CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

13. Dispute Resolution

- A. **Governing Law.** Any dispute arising out of or relating to this Agreement shall be governed and construed in accordance with the laws of FLORIDA, without regard to its choice of law rules, and the parties agree to submit to the jurisdiction of, and venue in, the courts in that state. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement or Customer's use of the products or Services.
- B. **Good Faith Attempt to Settle Disputes.** In the event of a dispute, each Party shall appoint a duly authorized representative who shall use all reasonable endeavors to resolve in good faith any dispute within reasonable timescales.
- C. **Equitable Relief.** Any breach of either Party's IP Rights may cause that Party irreparable harm for which monetary damages will be inadequate and such Party may, in addition to other remedies available at Law or in equity, obtain injunctive relief without the necessity of posting a bond or other security, proof of damages, or similar requirement, in addition to any other relief to which such Party may be entitled under applicable Law.
- D. **Limitations.** Except for actions for non-payment or liability arising from Section 11 (Indemnification), no claim, suit, action or proceeding relating to this Agreement may be brought by either Party more than two (2) years after the cause of action has accrued. Any actions, lawsuits, or proceedings must be conducted solely on an individual basis and the Parties expressly waive any right to bring any action, lawsuit or proceeding as a class or collective action, private attorney general action or in any other capacity acting in a representative capacity.

14. Miscellaneous

- A. **Relationship of the Parties.** RingCentral and Customer are independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between RingCentral and Customer.
- B. **Assignment.** Neither Party may assign its rights or obligations under this Agreement or any Order Form without the prior written consent of the other Party, not to be unreasonably withheld or delayed. However, RingCentral may assign the Agreement or any portion thereof and any or all of its rights and obligations thereunder without consent (a) to an Affiliate; (b) as part of, or otherwise in connection with, the transfer or disposition of equity securities representing more than fifty percent (50%) of its voting control; (c) to the successor or surviving entity in connection with a merger, acquisition, or consolidation; or (d) as part of, or otherwise in connection with, the sale or other transfer of one or more of the service(s) under the Agreement or greater than 50% of the principal assets used in connection with the provision such service(s). This Agreement will bind and inure to the benefit of the Parties, and their permitted assigns and successors.
- C. **Notices.** Except where otherwise expressly stated in the Agreement, all notices or other communications must be in English and are deemed to have been fully given when made in writing and delivered in person, upon delivered email, confirmed facsimile, or five days after deposit with an reputable overnight courier service, and addressed as follows: To RingCentral at

RingCentral, Inc., Legal Dept., 20 Davis Drive, Belmont, CA 94002 USA, with a copy to legal@ringcentral.com, and to Customer at either the physical address or email address associated with the Customer Account.

Customer acknowledges and agrees that all electronic notices have the full force and effect of paper notices. The addresses to which notices may be given by either Party may be changed (a) by RingCentral upon written notice given to Customer pursuant to this Section or (b) by Customer in the Administrative Portal.

- D. Force Majeure.** Excluding either Party's payment obligations under the Agreement, neither Party will be responsible or liable for any failure to perform or delay in performing to the extent resulting from any event or circumstance that is beyond that Party's reasonable control, including without limitation any act of God; national emergency; third-party telecommunications networks; riot; war; terrorism; governmental act or direction; change in Laws; fiber, cable, or wire cut; power outage or reduction; rebellion; revolution; insurrection; earthquake; storm; hurricane; flood, fire, or other natural disaster; strike or labor disturbance; or other cause, whether similar or dissimilar to the foregoing, not resulting from the actions or inactions of such Party.
- E. Third-Party Beneficiaries.** RingCentral and Customer agree that there will be no third-party beneficiaries to this Agreement.
- F. Headings, Interpretation.** The headings, section titles, and captions used in the Agreement are for convenience of reference only and will have no legal effect. All defined terms include related grammatical forms, and, whenever the context may require, the singular form of nouns and pronouns include the plural, and vice versa. The Parties agree that this Agreement will be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore should not be construed against a Party or Parties on the grounds that the Party or Parties drafted or was more responsible for drafting the provision(s).
- G. Anti-Bribery.** Each Party represents that in the execution of this Agreement and in the performance of its obligations under this Agreement it has complied and will comply with all applicable anti-bribery Laws and regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and similar applicable Laws.
- H. Export Control.** Any services, products, software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be subject to U.S. export Laws and regulations. Customer will not use, distribute, transfer, or transmit the services, products, software, or technical information (even if incorporated into other products) except in compliance with U.S. and other applicable export regulations.
- I. Regulatory and Legal Changes.** In the event of any change in Law, regulation or industry change that would prohibit or otherwise materially interfere with RingCentral's ability to provide Services under this Agreement, RingCentral may terminate the affected Services or this Agreement or otherwise modify the terms thereof.
- J. Use of Beta, Preview, or Early Access Software.** If you use any beta, preview, or early access services, features, products, or software offered or made available by RingCentral, then you acknowledge that your use of the services, products, or software are governed by the [Beta Evaluation License Agreement](#) and not by this Agreement.
- K. Entire Agreement.** The Agreement, together with any exhibits, Order Forms, Use Policies, and Attachments, each of which is expressly incorporated into this Agreement with this reference, constitutes the entire agreement between the Parties and supersedes and replaces any and all prior or contemporaneous understandings, proposals, representations, marketing materials, statements, or agreements, whether oral, written, or otherwise, regarding such subject. RingCentral expressly rejects in their entirety any additional or conflicting terms or conditions contained in Customer purchase order, or similar Customer document, which the Parties agree are solely for the Customer's convenience.
- L. Order of Precedence.** In the event of any conflict between the documents comprising this Agreement, precedence will be given to the documents in the following descending order: (i) the applicable Order Form (including any hyperlinks); (ii) the applicable Attachment; (iii) the main body of this Agreement; (iv) Use Policies and Data Processing Addendum incorporated by reference in this Agreement; and (v) and any other document expressly referred to in this Agreement which governs the Services. With respect to data processing, the Data Processing Addendum shall take precedence over any inconsistent terms in any of the documents listed in the previous sentence.
- M. Amendments.** Except as otherwise provided, this Agreement may only be modified by a written amendment executed by authorized representatives of both Parties. In no event will handwritten changes to any terms or conditions, including in the applicable Order Form, be effective.
- N. Severability and Waiver.** In the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, such provision(s) will be stricken and the remainder of this Agreement will remain legal, valid, and binding. The failure by either Party to exercise or enforce any right conferred by this Agreement will not be deemed to be a waiver of any such right or to operate so as to bar the exercise or enforcement of any such or other right on any later occasion. Except as otherwise expressly stated in this Agreement, all rights and remedies stated in the Agreement are cumulative and in addition to any other rights and remedies available under the Agreement, at Law, or in equity.
- O. Execution.** Each Party represents and warrants that: (a) it possesses the legal right and capacity to enter into the Agreement and to perform all of its obligations thereunder; (b) the individual signing the Agreement and (each executable part thereof) on that Party's behalf has full power and authority to execute and deliver the same; and (c) the Agreement will be a binding obligation of that Party. Each Party agrees that an Electronic Signature, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as manual signatures.
- P. Counterparts.** This Agreement may be executed electronically and in separate counterparts each of which when taken together will constitute one in the same original.

- Q. Survival.** The rights and obligations of either Party that by their nature would continue beyond the expiration or termination of this Agreement or an Order Form will survive expiration or termination of this Agreement or the Order Form, including without limitation payment obligations, warranty disclaimers, indemnities, limitations of liability, definitions and miscellaneous.
- R. Family Education Rights and Privacy Act (FERPA).** Customer Content when in-transit on the RingCentral Network and when at-rest within RingCentral Data Centers may contain communications and/or educational records pertaining to students in connection with the performance of the Services pursuant to the Agreement. RingCentral shall only use or disclose such Customer Content as is reasonably necessary to provide the Services or for RingCentral to otherwise perform its obligations under the Agreement.

EXHIBIT A DEFINITIONS

Definitions. Capitalized terms used in this Agreement but otherwise not defined have the following meaning:

1. **“Account”** means the numbered account established with RingCentral and associated with Customer and the Services provided to Customer under this Agreement. For billing and convenience purposes, multiple services, Digital Lines, or End Users may be included in a single billing account, and/or a single Customer may have multiple billing accounts encompassing different geographic locations, business units, or other designations as requested by Customer and accepted by RingCentral.
2. **“Account Administrator”** means the person(s) who have been granted authority by Customer to set up, amend, or otherwise control settings and/or make additional purchases for the Account via the Administrative Portal. Account Administrators may have varying levels of Account rights, skills, or permissions.
3. **“Account Data”** means: any business contact information provided with the Account; RingCentral-generated logs of calling or other metadata developed or collected in the provision of the Services; configuration data; and records of Digital Lines and any Services purchased under this Agreement.
4. **“Administrative Fees”** means any administrative recovery fees, 911 cost recovery fees and the like separately charged by RingCentral to Customer.
5. **“Administrative Portal”** means the online administrative portal through which Account Administrators control settings and/or make additional purchases for the Account.
6. **“Affiliate(s)”** means a person or entity that is controlled by a Party hereto, controls a Party hereto, or is under common control with a Party hereto, and “control” means beneficial ownership of greater than fifty percent (50%) of an entity’s then-outstanding voting securities or ownership interests.
7. **“Attachment(s)”** means documents appended to the contract containing additional terms for products and Services. Attachments and the terms and conditions contained therein are part of this Agreement.
8. **“Confidential Information”** means any information disclosed by or on behalf of the Disclosing Party) to the Receiving Party that should reasonably be considered as confidential given the nature of the information and the circumstances surrounding its disclosure.
9. **“Customer Care”** means Customer support operations delivered by RingCentral and/or its subcontractors.
10. **“Customer Content”** means the content of calls, facsimiles, SMS messages, voicemails, voice recordings, shared files, conferences, or other communications transmitted or stored through the Services.
11. **“Digital Line”** means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits an End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.
12. **“Disclosing Party”** means the Party disclosing Confidential Information or on whose behalf Confidential Information is disclosed by such Party’s agents, including but not limited to, its Affiliates, officers, directors, employees, and attorneys.
13. **“Electronic Signatures”** means an electronic sound, symbol, or process, including clicking a digital button to accept, attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign the record.
14. **“End Point”** means an application or device through which any End-User might access and/or use any of the Services, including without limitation IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.
15. **“End User”** means an individual user to whom Customer makes the Services available, and may be a natural person, and may include but is not limited to Customer’s employees, consultants, clients, external users, invitees, contractors, and agents.
16. **“Helpdesk Support”** shall mean the performance of the following tasks:
 - Standard feature/functionality (“how to”) support for End Users (i.e. call forwarding, voice mail set-up, etc.).
 - Standard management of the Admin Interface within the product.
 - Support all moves, adds, changes, and deletes of employees.
17. **“Indemnifiable Amounts”** means all (X) damages and other amounts awarded against the Indemnified Party by a court of competent jurisdiction pursuant to a final judgment in connection with such Third-Party Claim; (Y) any amounts payable by the Indemnified Party or its Affiliates pursuant to a binding, written agreement settling the Third Party Claim, provided such agreement is approved in advance in writing by the Indemnifying Party; and (Z) all reasonable costs and expenses paid to third parties by the Indemnified Party or its Affiliates in connection with the Indemnified Party’s or its Affiliates’ attorneys’ fees and related expenses.
18. **“Indemnifying Party”** and **“Indemnified Party”** have the meanings set forth in Section 11(C) (Defense and Indemnification Procedures).
19. **“Initial Term”** has the meaning set forth in Section 2(D) (Services Term).

20. **“Intellectual Property Rights”** or **“IP Rights”** means all common law and statutory rights (whether registered or unregistered, or recorded or unrecorded, regardless of method) arising out of or associated with: (a) patents and patent applications, inventions, industrial designs, discoveries, business methods, and processes; (b) copyrights and copyright registrations, and “moral” rights; (c) the protection of trade and industrial secrets and Confidential Information; (d) other proprietary rights relating to intangible property; (e) trademarks, trade names and service marks; (f) a person’s name, likeness, voice, photograph or signature, including without limitation rights of personality, privacy, and publicity; (g) analogous rights to those set forth above; and (h) divisions, continuations, continuations-in-part, renewals, reissues and extensions of the foregoing (as applicable).
21. **“Law”** means any law, statute, regulation, rule, ordinance, administrative guidance, treaty or convention, or court or administrative order or ruling of any governing Federal, State, local or non-U.S. governmental body with jurisdiction over the Services.
22. **“Order Form(s)”** means a request for Service describing the type and quantity of Services required by Customer and submitted and accepted by the Parties in accordance with Section 2(A) (Ordering Services). The Order Form may be presented and executed via the Administrative Portal.
23. **“Receiving Party”** means the Party or its agents, including, but not limited to its Affiliates, officers, directors, employees, and attorneys receiving Confidential Information.
24. **“Renewal Term”** has the meaning set forth in Section 2(D) (Services Term).
25. **“RingCentral Network”** means the network and supporting facilities between and among the RingCentral points of presence (“PoP(s)”), up to and including the interconnection point between the RingCentral’s network and facilities, and the public Internet, and the Public Switched Telephone Network (PSTN). The RingCentral Network does not include the public Internet, a Customer’s own private network, or the PSTN.
26. **“Service(s)”** means all services provided under this Agreement and set forth in one or more Order Form(s).
27. **“Start Date”** means the date so identified in the relevant Order Form or the date on which Customer orders Services via the Administrative Portal.
28. **“Taxes”** means any and all federal, state, local, municipal, foreign, and other taxes and fees charged or collected from Customers, including but not limited to any Universal Service Fund, TRS and 911 taxes and fees.
29. **“Term”** means the Initial Term plus any Renewal Terms.
30. **“Third Party Claim”** has the meaning set forth in Section 11(A) (Indemnification by RingCentral).
31. **“Use Policy”** refers to any of the policies identified in Section 5(B) (Use Policies).

ATTACHMENT A SERVICE ATTACHMENT - RINGEX SERVICES

This Service Attachment is a part of the Master Services Agreement (the “**Agreement**”) that includes the terms and conditions agreed by the Parties under which RingCentral will provide to the Customer the RingEX Services as described under the applicable Order Form (the “**Services**”).

1. Service Overview

The Services are a cloud-based unified communications service that includes enterprise-class voice, fax, call handling, mobile apps, and bring-your-own-device (BYOD) capability that integrates with a growing list of applications.

The Services include:

- Voice Services, including extension-to-extension calling and the ability to make and receive calls to and from the public switched telephone network (PSTN)
- Video and audio-conferencing service, including screen sharing
- Collaboration Tools, including One-to-One and Team Chat, File Sharing, task management, SMS/Texting (where available), and other innovative tools

The Services may be accessed from a variety of user End Points, including IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.

2. RingEX Purchase Plans

A. Tiers of Service. The Services are made available in several pricing tiers, which are described more fully at <https://www.ringcentral.com/office/plansandpricing.html>. While RingCentral offers unlimited monthly plans for some of its products and services, RingCentral Services are intended for regular business use. “Unlimited” use does not permit any use otherwise prohibited by the Acceptable Use Policy, available at <https://www.ringcentral.com/legal/acceptable-use-policy.html>, including trunking, access stimulation, reselling of the Services, etc. Use of the RingCentral AI Assistant capabilities is subject to the applicable terms contained in the AI Assistant Add-On Service Description available at <https://www.ringcentral.com/legal/add-on-services.html#qlinks-12>.

B. Minute and Calling Credit Bundles. Each plan includes a number of Toll-Free minutes, per month, which are pooled to create a single allotment of Toll-Free minutes available for the entire account. Core/Advanced/Ultra tier plans include a monthly allotment of 100/1000/10000 toll free minutes per account, respectively. Overage charges of 3.9¢ per minute apply to calls made in excess of allotment.

International Calling Credit Bundles can be purchased in addition to any base amount included with the purchased tier. International External Calls are charged against Calling Credits on the Account per destination rates, or as overage once Calling Credits are exceeded. Currently effective rates are available at <https://www.ringcentral.com/support/international-rates.html>.

Extension-to-Extension Calls within the Customer account never incur any usage fee and are unlimited, except to the extent that such calls are forwarded to another number that is not on the Customer account.

Additional Calling Credits may be purchased through the Auto-Purchase feature, which can be selected for automatic purchase in various increments on the Administrative Portal. Auto-Purchase is triggered when the combined usage of all End Users on an Account exceeds the total Calling Credits or when End Users make calls with additional fees (e.g., 411).

Minute Bundles and Calling Credit Bundles expire at the end of month and cannot roll over to the following month. Auto-Purchased Calling Credits expire twelve (12) months from date of purchase. Bundles may not be sold, transferred, assigned, or applied to any other customer.

C. Enhanced Business SMS Allotment and Pricing. Each plan includes a number of SMS per each user, per month, which are pooled to create a single allotment of SMS available to the entire account. Core/Advanced/Ultra tier plans include a monthly allotment of 25/100/200 SMS, per user respectively. Each SMS sent or received will be deducted from the pool of available SMS on the account. Overage charges apply to SMS sent or received in excess of allotment and will be charged at the then-applicable rates, available at <https://www.ringcentral.com/support/new-sms-rates.html>. Additional SMS bundles are available for purchase at discounted prices. Customer must successfully register phone numbers with the SMS registrar prior to using SMS. RingCentral may attempt to deliver SMS sent from unregistered phone numbers at its discretion, however unregistered SMS are excluded from the monthly allotment and any purchased SMS bundles, and will be charged at then-applicable unregistered SMS rates, available at <https://www.ringcentral.com/support/new-sms-rates.html>.

3. Operator Assisted Calling, 311, 511 and other N11 Calling

RingCentral does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls, 900, or other premium line numbers or calling card calls). The Services may not support 211, 311, 411, 511 and/or N11 calling. To the extent they are supported, additional charges may apply for these calls.

4. Directory Listing Service

RingCentral offers directory listing (the “**Directory Listing Service**”). If Customer subscribes to the Directory Listing Service, RingCentral will share certain Customer Contact Data with third parties as reasonably necessary to include in the phone directory (“**Listing Information**”). This information may include, but is not limited to, Customer’s company name, address, and phone numbers. Customer authorizes RingCentral to use and disclose the Listing Information for the purpose of publishing in, and making publicly available through, third-party directory listing services, to be selected by RingCentral or third-party service providers in their sole discretion. Customer acknowledges and agrees that by subscribing to the Directory Listing Service, Customer’s Listing Information may enter the public domain and that RingCentral cannot control third parties’ use of such information obtained through the Directory Listing Service.

- A. **Opt Out.** Customer may opt out of the Directory Listing Service at any time; however, RingCentral is not obligated to have Customer’s Listing Information removed from third-party directory assistance listing services that have already received Customer’s information.
- B. **No Liability.** RingCentral will have no responsibility or liability for any cost, damages, liabilities, or inconvenience caused by calls made to Customer’s telephone number; materials sent to Customer, inaccuracies, errors or omissions with Listing Information; or any other use of such information. RingCentral will not be liable to Customer for any use by third parties of Customer’s Listing Information obtained through the Directory Listing Service, including without limitation the use of such information after Customer has opted out of the Directory Listing Service.

5. Global RingEX or RingCentral Global Office.

Global RingEX (which is also known as RingCentral Global Office and references in the Service Description to Global RingEX shall also refer to Global Office) provides a single communications system to companies that have offices around the world, offering localized service in countries for which Global RingEX is available. Additional information related to Global RingEX Services is available at <http://www.ringcentral.com/legal/policies/global-office-countries.html>. This section sets forth additional terms and conditions concerning RingCentral’s Global RingEX for customers that subscribe to it.

- A. **Emergency Service Limitations for Global RingEX.** RingCentral provides access to Emergency Calling Services in many, but not all, countries in which RingCentral Global RingEX is available, allowing End Users in most countries to access Emergency Services. Emergency Services may only be accessed within the country in which the Digital Line is assigned, e.g., an End User with a Digital Line assigned in Ireland may dial Emergency Services only within Ireland. Access to Emergency Calling Services in RingCentral Global RingEX countries, where available, is subject to the Emergency Services Policy, available at <https://www.ringcentral.com/legal/emergency-services.html>. Customer must make available and will maintain at all times traditional landline and/or mobile network telephone services that will enable End Users to call the applicable Emergency Services number. Customer may not use the RingCentral Services in environments requiring fail-safe performance or in which the failure of the RingCentral Services could lead directly to death, personal injury, or severe physical or environmental damage.
- B. **Global RingEX Provided Only in Connection with Home Country Service.** RingCentral provides Global RingEX Service only in connection with Services purchased in the Home Country. RingCentral may immediately suspend or terminate Customer’s Global RingEX Services if Customer terminates its Digital Lines in the Home Country. All invoicing for the Global RingEX Services will be done in the Home Country on the Customer’s Account, together with other Services purchased under this Agreement, using the Home Country’s currency. Customer must at all times provide a billing address located in the Home Country. RingCentral will provide all documentation, licenses, and services in connection with the Global RingEX Service in English; additional language support may be provided at RingCentral’s sole discretion.
- C. **Primary Place of Use of Global RingEX Service.** Customer represents and warrants that the primary place of use of the Global RingEX Services will be the country in which the Digital Line is assigned, e.g., an End User with a Digital Line assigned in Ireland will primarily use that Digital Line in Ireland.
- D. **Relationships with Local Providers.** In connection with the provision of Global RingEX Services, RingCentral relies on local providers to supply certain regulated communication services; for example (i) for the provision of local telephone numbers within local jurisdictions; (ii) to enable you to place local calls within local jurisdictions; and (iii) to enable you to receive calls from non-RingCentral numbers on Customer’s Global RingEX telephone number(s), by connecting with the local public switched telephone network. Customer hereby appoints RingCentral as Customer’s agent with power of attorney (and such appointment is coupled with an interest and is irrevocable during the Term) to conclude and enter into agreements with such local providers on Customer’s behalf to secure such services. RingCentral’s locally licensed affiliates provide all telecommunications services offered to Customer within the countries in which such affiliates are licensed; in some cases, RingCentral may obtain services from locally licensed providers on Customer’s behalf. RingCentral is responsible for all contracting, billing, and customer care related to those services. Customer is responsible for providing RingCentral with all information necessary for RingCentral to obtain numbers in Global RingEX countries.

6. **Additional Services.** RingCentral offers add-on services for the Services (where available), which are described at <https://www.ringcentral.com/legal/microsoft-teams-services-attachment.html>. Additional terms or charges may apply, depending on the selected features.
7. **Bring Your Own Carrier (BYOC) Services.** RingCentral offers a software-as-a-service in which customers provide and maintain their own local telecommunications services, which may be connected to RingCentral's cloud PBX, videoconferencing, and team messaging services. BYOC and additional terms are described and available at <https://www.ringcentral.com/legal/BYOC-service-description.html>.
8. **Definitions.** Terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. For purposes of this Service Attachment, the following terms have the meanings set forth below:
- A. **“Digital Line”** means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits the End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.
 - B. **“End Point”** means an application or device through which any End-User might access and/or use any of the Services, including without limitation IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.
 - C. **“Extension-to-Extension Calls”** means calls made and received between End Points on the Customer Account with RingCentral, regardless of whether the calls are domestic or international.
 - D. **“External Calls”** means calls made to or received from external numbers on the PSTN that are not on the Customer Account with RingCentral.
 - E. **“Home Country”** means the United States or the country that is otherwise designated as Customer’s primary or home country in the Order Form.

ATTACHMENT B
SERVICE LEVEL AGREEMENT FOR RINGEX SERVICES

This Service Level Agreement for RingEX Services (the “**RingEX SLA**”) is a part of the Master Services Agreement (the “**Agreement**”) that includes the Service Availability levels RingCentral commits to deliver on the RingCentral Network for RingEX Services.

1. Overview

RingCentral will maintain the following performance levels:

	Performance Level
Voice Services Availability (Monthly Calculation)	99.999%
Quality of Voice Service (Monthly Calculation)	3.8 MOS Score

2. Minimum Eligibility

Customer is entitled to the benefits of this RingEX SLA only to the extent that Customer maintains a minimum of fifty (50) Digital Lines under the RingEX Service Attachment with a minimum twelve (12) month Term. This RingEX SLA shall not apply to any period of time where Customer does not meet the foregoing requirements.

3. Service Delivery Commitments

A. Calculation of Service Availability for Voice Services

Service Availability = $[1 - ((\text{number of minutes of Down Time} \times \text{number of Impacted Users}) / (\text{total number users} \times \text{total number of minutes in a calendar month}))] \times 100$

Service Availability shall be rounded to nearest thousandth of a percent in determining the applicable credit. Service Credits for Down Time will not exceed 30% MRC.

B. Calculation of Service Credits

Customer is entitled to the Accelerated Service Credits calculated based on the table below:

B.1 Accelerated Service Credit Table

Voice Service Availability	Service Credits
≥ 99.999%	0% MRC
≥ 99.500% and < 99.999%	5% MRC
≥ 99.000% and < 99.500%	10% MRC
≥ 95.000% and < 99.000%	20% MRC
< 95.000%	30% MRC

C. No Cumulative Credits

Where a single incident of Down Time affects RingEX Services and any other Services provided by RingCentral and covered under a separate service level agreement executed between the parties, resulting in Service Credits under both agreements, Customer is entitled to claim Service Credits under one of the agreements, but not for both.

Service Credits to be paid under this RingEX SLA will be calculated based on Customer's RingEX MRC only and will not include any other fees paid by RingCentral for any other Services, (e.g., Contact Center Services). Service Credits may not exceed the total MRC paid for the relevant Services.

D. Qualifying for Service Credits

Service Credits for Down Time will accrue only to the extent:

- i. Down Time exceeds 1 minute.
- ii. Customer reports the occurrence of Down Time to RingCentral by opening a Support Case within twenty-four (24) hours of the conclusion of the applicable Down Time period.
- iii. RingCentral confirms that the Down Time was the result of an outage or fault on the RingCentral Network.
- iv. Customer is not in material breach of the Agreement, including its payment obligations.
- v. Customer must submit a written request for Service Credits to Customer Care within thirty (30) days of the date the Support Case was opened by Customer, including a short explanation of the credit claimed and the number of the corresponding Support Case.

4. Quality of Service Commitments

- A. **Quality of Service Targets.** RingCentral will maintain an average MOS score of 3.8 over each calendar month for Customer Sites in the Territory, except to the extent that Customer endpoints connect via public Wi-Fi, a low bandwidth mobile data connection (3G or lower), or Customer uses of narrowband codecs such as G.729.
- B. **Quality of Service Report.** Customer may request a Quality of Service Report for the preceding calendar month by submitting a Support Case. RingCentral will endeavor to provide the Quality of Service Report within five (5) business days.
- C. **Diagnostic Investigation.** If the Quality of Service Report shows a failure to meet the target 3.8 average MOS as calculated under this Section, RingCentral will use industry-standard diagnostic techniques to investigate the cause of the failure. Customer shall cooperate with RingCentral in this investigation fully and in good faith.
- D. **Diagnostic Remediation.** Based on its investigation, RingCentral will provide a reasonable determination of the root cause(s) of any failure for the quality of service to meet the target MOS of 3.8. RingCentral will resolve any root cause(s) on the RingCentral Network; Customer shall timely implement settings or other resolution advised by RingCentral to improve the quality of service.

5. Chronic Service Failures

- A. **Service Availability.** Customer may terminate the Agreement without penalty, and will receive a pro-rata refund of all prepaid, unused fees in the following circumstances if RingCentral fails to meet a Service Availability of at least 99.9% on the RingCentral Network for Voice Services during any three (3) calendar Months in any continuous 6 Month period, and customer has timely reported Down Time as set forth herein.
- B. **Quality of Service.** Customer may terminate the affected Customer Sites under its Agreement without penalty, and will receive a pro-rata refund of all prepaid, unused fees in the following circumstances if RingCentral fails to meet a minimum 3.5 MOS, as measured in duly requested Quality of Service Reports, for the affected Customer Sites within 4 months of the date of Customer's initial Support Case requesting a Quality of Service Report, except that such right inures only to the extent that Customer has complied fully and in good faith with the cooperation requirements and timely implemented all suggestions from RingCentral, in RingCentral's sole reasonable judgment.
- C. To exercise its termination right under this RingEX SLA, Customer must deliver written notice of termination to RingCentral no later than ten (10) business days after its right to terminate under this Section accrues.

6. Sole Remedy

The remedies available pursuant to this RingEX SLA (i.e. the issuance of credits and termination for chronic service failure) shall be Customer's sole remedy for any failure to meet committed services levels under this RingEX SLA.

7. Definitions

Terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. For purposes of this Service Level Agreement, the following terms have the meanings set forth below:

- A. **"Down Time"** is an unscheduled period during which the Voice Services for RingEX on the RingCentral Network are interrupted and not usable, except that Down Time does not include unavailability or interruptions due to (1) acts or omissions of Customer; (2) an event of a Force Majeure; or (3) Customer's breach of the Agreement. Down Time begins to accrue after one (1) minute of unavailability, per incident.
- B. **"Impacted User"** means a user with a Digital Line affected by Down Time. In the event that due to the nature of the incident it is not possible for RingCentral to identify the exact number of users with a Digital Line affected by Down Time, RingCentral will calculate the Impacted Users on a User-Equivalency basis as defined below.
- C. **"MOS"** means the Mean Opinion Score, determined according to the ITU-T E-model, as approved in June 2015, rounding to the nearest tenth of a percent. MOS provides a prediction of the expected voice quality, as perceived by a typical telephone user, for an end-to-end (i.e. mouth-to-ear) telephone connection under conversational conditions. MOS is measured by RingCentral using network parameters between the Customer endpoint, e.g., the IP Phone or Softphone, and the RingCentral Network, and will accurately reflect quality of the call to the caller using the Voice Services.
- D. **"MRC"** means the monthly recurring subscription charges (excluding taxes, administrative or government mandated fees, metered billings, etc.) owed by Customer to RingCentral for RingEX Services for the relevant month. If customer is billed other

than on a monthly basis, MRC refers to the pro-rata portion of the recurring subscription charges for the relevant calendar month. MRC does not include one-time charges such as phone equipment costs, set-up fees, and similar amounts, nor does it include any charges or fees for services other than RingEX Services.

- E. **“Quality of Service Report”** means a technical report provided by RingCentral, detailing MOS and related technical information.
- F. **“RingCentral Network”** means the network and supporting facilities between and among the RingCentral points of presence (“PoP(s)”), up to and including the interconnection point between the RingCentral's network and facilities, and the public Internet, and the PSTN. The RingCentral Network does not include the public Internet, a Customer's own private network, or the Public Switched Telephone Network (PSTN).
- G. **“Service Availability”** is the time for which Voice Services for RingEX are available on the RingCentral Network, expressed as a percentage of the total time in the relevant calendar month, and calculated as set forth above.
- H. **“Service Credits”** means the amount that RingCentral will credit a Customer's account pursuant to this RingEX SLA.
- I. **“Site”** means a physical location in the Territory at which Customer deploys and regularly uses at least five (5) RingCentral Digital Lines. A Digital Line used outside such physical location for a majority of days in the relevant calendar month, such as home offices, virtual offices, or other remote use, will not be included in the line count for this purpose.
- J. **“Support Case”** means an inquiry or incident reported by the Customer, through its Helpdesk Support, to Customer Care via the designated Customer Care portal.
- K. **“Territory”** means those countries in which Customers subscribes to RingEX or Global RingEX Services.
- L. **“User-Equivalency”** means the calculation made by RingCentral to estimate the percentage of the Voice Services impacted by the Down Time. RingCentral may use number of calls, network, device information, vendor and customer reports, and its own technical expertise to make these calculations.
- M. **“Voice Services”** means the audio portion of the Services, across endpoints, including the Softphone, and IP desk phone.

ATTACHMENT C
RINGCENTRAL SECURITY ADDENDUM

1. Scope

This document describes the Information Security Measures (“**Measures**”) that RingCentral has in place when processing Protected Data through RingCentral Services.

2. Definitions

For purposes of this Security Addendum only, capitalized terms, not otherwise defined herein, have the meaning set forth in the Agreement.

- A. “Ring Central Services”, or “Services”,** means services offered by RingCentral and acquired by the Customer.
- B. “Customer”** means the entity that entered into the Agreement with RingCentral.
- C. “Protected Data”** means Customer and partner data processed by RingCentral Services, as defined in the applicable RingCentral DPA or Agreement, including “personal data” and “personal information” as defined by applicable privacy laws, confidential data as defined in the Agreement, account data, configuration data, communication content including messages, voicemail, and video recording.
- D. “Agreement”** means the agreement in place between RingCentral and the Customer for the provision of the Services.
- E. “Personnel”** means RingCentral employees, contractors or subcontracted Professional Services staff.

3. Information Security Management

A. Security Program

RingCentral maintains a written information security program that:

- i. Includes documented policies or standards appropriate to govern the handling of Protected Data in compliance with the Agreement and with applicable law.
- ii. Is managed by a senior employee responsible for overseeing and implementing the program.
- iii. Includes administrative, technical, and physical safeguards reasonably designed to protect the confidentiality, integrity, and availability of Protected Data.
- iv. Is appropriate to the nature, size, and complexity of RingCentral’s business operations.

B. Security Policy Management

RingCentral’s security policies, standards, and procedures:

- i. Align with information security established industry standards.
- ii. Are subject to ongoing review.
- iii. May be revised to reflect changes in industry best practices.

C. Risk Management

RingCentral:

- i. Performs cybersecurity risk assessments to identify threats to their business or operations at least annually.
- ii. Updates RingCentral policies, procedures and standards as needed to address threats to RingCentral’s business or operations.

4. Independent security assessments

A. External Audit

RingCentral:

- i. Uses qualified independent third-party auditors to perform security audits covering systems, environments, and networks where Protected Data is processed, including
 - a. SOC2 Type II
 - b. IES/ISO 27001.
- ii. maintains additional audits and compliance certifications as appropriate for RingCentral’s business and as identified at www.ringcentral.com/trust-center.html.

B. Distribution of Reports

Copies of relevant audit reports and certifications:

- i. Will be provided to Customer on request.

- ii. Are subject to Non-Disclosure Agreement.

C. Annual Risk Assessment Questionnaire

Customer may, on one (1) occasion within any twelve (12) month period, request that RingCentral complete a third-party risk assessment questionnaire within a reasonable time frame.

In case of conflict between this section and the equivalent section in the RingCentral DPA, the DPA takes precedence.

5. Human Resource Security

A. Background Checks

RingCentral requires pre-employment screenings of all employees. RingCentral ensures criminal background searches on its employees to the extent permitted by law. Each background check in the US includes:

- i. An identity verification (SSN trace).
- ii. Criminal history checks for up to seven (7) years for felony and misdemeanors at the local, state, and federal level, where appropriate.
- iii. Terrorist (OFAC) list search, as authorized by law.

Internationally, criminal history checks are conducted as authorized by local law.

Background checks are conducted by a member of the National Association of Professional Background Screeners or a competent industry-recognized company in the local jurisdiction.

B. Training

RingCentral will ensure that all employees including contractors:

- i. Complete annual training to demonstrate familiarity with RingCentral's security policies.
- ii. Complete annual training for security and privacy requirements, including CyberSecurity awareness, GDPR, and CCPA.
- iii. Have the reasonable skill and experience suitable for employment and placement in a position of trust within RingCentral.

C. Workstation Security

RingCentral ensures that:

- i. RingCentral employees either use RingCentral owned and managed devices in the performance of their duties or Bring Your Own Device (BYOD) device.
- ii. All devices, whether RingCentral owned and managed or Bring Your Own Device (BYOD) device, are enrolled in the full RingCentral managed device program.

D. Data Loss Prevention

RingCentral employs a comprehensive system to prevent the inadvertent or intentional compromise of RingCentral data and Protected Data.

E. Due Diligence Over Sub-Contractors

RingCentral will:

- i. maintain a security process to conduct appropriate due diligence prior to engaging sub-contractors.
- ii. assess the security capabilities of any such sub-contractors on a periodic basis to ensure subcontractors' ability to comply with the Measures described in this document.
- iii. apply written information security requirements that oblige sub-contractors to adhere to RingCentral's key information security policies and standards consistent with and no less protective than these Measures.

F. Non-Disclosure

RingCentral ensures that employees and contractors/sub-contractors who process Protected Data are bound in writing by obligations of confidentiality.

6. Physical Security

A. General

RingCentral:

- i. Restricts access to, controls, and monitors all physical areas where RingCentral Services process Protected Data ("**Secure Areas**").
- ii. Maintains appropriate physical security controls on a 24-hours-per-day, 7-days-per-week basis ("**24/7**").

- iii. Revokes any physical access to Secure Areas promptly after the cessation of the need to access buildings and system(s).
- iv. Performs review of access rights on at least an annual basis.

B. Access and Authorization Processes

RingCentral maintains a documented access authorization and logging process. The authorization and logging process will include at minimum:

- i. Reports detailing all access to Secure Areas, including the identities and dates and times of access.
- ii. Reports to be maintained for at least one year as allowed by law.
- iii. Video surveillance equipment to monitor and record activity at all Secure Areas entry and exit points on a 24/7 basis to the extent permitted by applicable laws and regulations.
- iv. Video recording to be maintained for at least 30 days or per physical location provider's policies.

C. Data Centers

To the extent that RingCentral is operating or using a data center, RingCentral ensures that physical security controls are in alignment with industry standards such as ISO 27001 and SSAE 16 or ISAE 3402 or similar standard including:

- i. Perimeter security including fencing/barriers and video surveillance.
- ii. Secure access including security guard/reception.
- iii. Interior access controlled through RFID cards, 2FA, anti-tailgating controls.
- iv. Redundant utility feeds and support for continuous delivery through backup systems.
- v. Redundant network connection from multiple providers.

7. Logical Security

A. User Identification and Authentication

RingCentral:

- i. Maintains a documented user management lifecycle management process that includes manual and/or automated processes for approved account creation, account removal and account modification for all Information Resources and across all environments.
- ii. Ensures that RingCentral users have an individual accounts for unique traceability.
- iii. Ensures that RingCentral users do not use shared accounts; where shared accounts are technically required controls are in place to ensure traceability.
- iv. RingCentral user passwords are configured aligned with current NIST guidance.

For the customer facing applications, Customers may choose to integrate with SSO (Single Sign on) so that Customer retains control over their required password settings including Customer's existing MFA/2FA solutions.

B. User Authorization and Access Control

RingCentral:

- i. Configures remote access to all networks storing or transmitting Protected Data to require multi-factor authentication for such access.
- ii. Revokes access to systems and applications that contain or process Protected Data promptly after the cessation of the need to access the system(s) or application(s).
- iii. Has the capability of detecting, logging, and reporting access to the system and network or attempts to breach security of the system or network.

RingCentral employs access control mechanisms that are intended to:

- i. Limit access to Protected Data to only those Personnel who have a reasonable need to access said data to enable RingCentral to perform its obligations under the Agreement.
- ii. Prevent unauthorized access to Protected Data.
- iii. Limit access to users who have a business need to know.
- iv. Follow the principle of least privilege, allowing access to only the information and resources that are necessary.
- v. Perform review access controls on a minimum annual basis for all RingCentral's systems that transmit, process, or store Protected Data.

8. Telecommunication and Network Security

A. Network Management

RingCentral:

- i. Maintains network security program that includes industry standard firewall protection and two-factor authentication for access to RingCentral's networks.
- ii. Deploys an Intrusion Detection Systems (IDS) and/or Intrusion Prevention Systems (IPS) to generate, monitor, and respond to alerts which could indicate potential compromise of the network and/or host.
- iii. Monitors web traffic from the Internet and from internal sources to detect cyber-attacks including Distributed Denial of Service (DDoS) attacks against web sites / services and to block malicious traffic.

B. Network Segmentation

RingCentral:

- i. Implements network segmentation between the corporate enterprise network and hosting facilities for Services.
- ii. Ensures separation between environments dedicated to development, staging, and production.
- iii. Restricts access between environments to authorized devices.
- iv. Controls configuration and management of network segregation and firewall rules through a formal request and approval process.

C. Network Vulnerability Scanning

RingCentral:

- i. Runs internal and external network vulnerability scans against information processing systems at least quarterly.
- ii. Evaluates findings based on (where applicable) CVSS score and assessment of impact, likelihood, and severity.
- iii. Remediates findings following industry standard timelines.

9. Operations Security

A. Asset Management

RingCentral:

- i. Maintains an accurate and current asset register covering hardware and software assets used for the delivery of services.
- ii. Maintains accountability of assets throughout their lifecycle.
- iii. Maintains processes to wipe or physically destroy physical assets prior to their disposal.

B. Configuration Management

RingCentral:

- i. Maintains baseline configurations of information systems and applications based on industry best practices including:
 - a. Removal of all vendor-provided passwords.
 - b. Remove/disable unused services and settings.
 - c. Anti-malware/endpoint protection as technically feasible.
- ii. Enforces security configuration settings for systems used in the provision of the Services.
- iii. Ensures that clocks of all information processing systems are synchronized to one of more reference time sources.

C. Malicious Code Protection

- i. To the extent practicable, RingCentral has endpoint protection in place, in the form of Endpoint Detection and Response (EDR) and/or antivirus software, installed and running on servers and workstations.
- ii. EDR alerts are monitored, and immediate action is taken to investigate and remediate any abnormal behavior.
- iii. Where used, antivirus software will be current and running to scan for and promptly remove or quarantine viruses and other malware on Windows servers and workstations.

D. Vulnerability, Security Patching

RingCentral:

- i. Monitors for publicly disclosed vulnerabilities and exposures for impact to Supplier's information systems and products.

- ii. Ensures quality assurance testing of patches prior to deployment.
- iii. Ensures that all findings resulting from network vulnerability scanning and relevant publicly disclosed vulnerabilities and exposures are remediated according to industry best practices, including CVSS score and assessment of impact, likelihood and severity and are remediated following industry standard timelines.

E. Logging and Monitoring

RingCentral shall ensure that:

- i. All systems, devices or applications associated with the access, processing, storage, communication and/or transmission of Protected Data, generate audit logs.
- ii. Access to Protected Data is logged.
- iii. Logs include sufficient detail that they can be used to detect significant unauthorized activity.
- iv. Logs are protected against unauthorized access, modification, and deletion.
- v. Logs are sent to a centralized location for aggregation and monitoring.

10. Software Development and Maintenance

A. Secure Development Lifecycle

RingCentral:

- i. Applies secure development lifecycle practices, including, during design, development, and test cycles.
- ii. Ensures that products are subject to security design review including threat considerations and data handling practices.
- iii. Ensures that Services are subject to a secure release review prior to promotion to production.

B. Security Testing

As part of the secure development lifecycle, RingCentral:

- i. Performs rigorous security testing, including, as technically feasible:
 - a. static code analysis.
 - b. source code peer reviews.
 - c. dynamic and interactive security testing.
 - d. security logic, or security "QA" testing.
- ii. Ensures that Internet-facing applications are subject to application security assessment reviews and testing to identify common security vulnerabilities as identified by industry-recognized organizations (e.g., OWASP Top 10 Vulnerabilities, CWE/SANS Top 25 vulnerabilities).
- iii. For all mobile applications (i.e. running on Android, Blackberry, iOS, Windows Phone) that collect, transmit or display Protected Data, conducts an application security assessment review to identify and remediate industry-recognized vulnerabilities specific to mobile applications.
- iv. Does NOT use Protected Data for testing.
- v. Makes all reasonable effort to identify and remediate software vulnerabilities prior to release.

C. Annual Penetration Testing

RingCentral:

- i. Engages qualified, independent third-party penetration testers to perform annual penetration test against its Products and environments where Protected Data is hosted.
- ii. Requires sub-processors to perform similar penetration testing against their systems, environments, and networks.
- iii. Ensures remediation of all findings in a commercially reasonable period of time.

D. Product Vulnerability Management

RingCentral:

- i. Uses commercially reasonable efforts to regularly identify software security vulnerabilities in RingCentral Services.
- ii. Provides relevant updates, upgrades, and bug fixes for known software security vulnerabilities, for any software provided or in which any Protected Data is processed.

- iii. Ensures that all findings resulting from internal and external testing are evaluated according to industry best practices, including CVSS score and assessment of impact, likelihood and severity and are remediated following industry standard timelines.

E. Open Source and Third-Party Software

RingCentral:

- i. Maintains an asset registry of all third-party software (TPS) and open-source software (OSS) incorporated into the Services.
- ii. Uses commercially reasonable efforts to ensure the secure development and security of open-source software and third-party software used by RingCentral.
- iii. Uses commercially reasonable efforts to evaluate, track and remediate vulnerabilities of open-source software (OSS) and other third-party libraries that are incorporated into the Services.

11. Data Handling

A. Data Classification

RingCentral maintains data classification standards including:

- i. Public data, data that is generally available or expected to be known to the public.
- ii. Confidential data, data that is not available to the general public.

Protected Data is classified as RingCentral Confidential Data.

B. Data Segregation

RingCentral:

- i. Ensures physical or logical segregation of Protected Data from other customers' data.
- ii. Ensures physical separation and access control to segregate Protected Data from RingCentral data.

C. Encryption of Data

RingCentral:

- i. Shall ensure encryption of Protected Data in electronic form in transit over all public wired networks (e.g., Internet) and all wireless networks (excluding communication over Public Switch Telephone Networks).
- ii. Excepting the Engage Communities feature of Engage Digital, shall ensure encryption of Protected Data in electronic form when stored at rest.
- iii. Uses industry standard encryption algorithms and key strengths to encrypt Protected Data in transit over all public wired networks (e.g., Internet) and all wireless networks.

D. Destruction of Data

RingCentral shall:

- i. Ensure the secure deletion of data when it is no longer required.
- ii. Ensure that electronic media that has been used in the delivery of Services to the Customer will be sanitized before disposal or repurposing, using a process that assures data deletion and prevents data from being reconstructed or read.
- iii. Destroy any equipment containing Protected Data that is damaged or non-functional.

12. Incident Response

RingCentral's incident response capability is designed to comply with statutory and regulatory obligations governing incident response. As such, RingCentral:

- A.** Maintains an incident response capability to respond to events potentially impacting the confidentiality, integrity and/or availability of Services and/or data including Protected Data.
- B.** Has a documented incident response plan based on industry best practices.
- C.** Has a process for evidence handling that safeguards the integrity of evidence collected to including allowing detection of unauthorized access to.
- D.** Will take appropriate steps and measures to comply with statutory and regulatory obligations governing incident response.

When RingCentral learns of or discovers a security event which impacts Protected Data, RingCentral will notify Customer without undue delay and will take commercially reasonable steps to isolate, mitigate, and/or remediate such event.

13. Business Continuity and Disaster Recovery

A. Business Continuity

RingCentral:

- i. Ensures that responsibilities for service continuity are clearly defined and documented and have been allocated to an individual with sufficient authority.
- ii. Has a business continuity plan (BCP) in place designed to provide ongoing provision of the Services to Customer.
- iii. Develops, implements, and maintains a business continuity management program to address the needs of the business and Services provided to the Customer. To that end, RingCentral completes a minimum level of business impact analysis, crisis management, business continuity, and disaster recovery planning.
- iv. Ensures that the scope of the BCP encompasses all relevant locations, personnel and information systems used to provide the Services.
- v. Ensure that its BCP includes, but is not limited to, elements such location workarounds, application workarounds, vendor workarounds, and staffing workarounds, exercised at minimum annually.
- vi. Reviews, updates, and tests the BCP at least annually.

B. Disaster Recovery

RingCentral:

- i. Maintains a disaster recovery plan, which includes, but is not limited to, infrastructure, technology, and system(s) details, recovery activities, and identifies the people/teams required for such recovery, exercised at least annually.
- ii. Ensures that the disaster recovery plan addresses actions that RingCentral will take in the event of an extended outage of service.
- iii. Ensures that its plans address the actions and resources required to provide for (i) the continuous operation of RingCentral, and (ii) in the event of an interruption, the recovery of the functions required to enable RingCentral to provide the Services, including required systems, hardware, software, resources, personnel, and data supporting these functions.



ADDENDUM TO RINGCENTRAL CUSTOMER ORDER FORM

This Addendum (“Addendum”) to the RingCentral Customer Order Form is between the City of Temple Terrace, located at 11250 N. 56th Street, Temple Terrace, FL 33617 (“City”) and RingCentral, Inc., located at 20 David Drive, Belmont, CA 94002 (“Provider”), which are the parties hereto (each a “Party” and collectively, “Parties”). This Addendum is made effective as of the date of the Agreement is signed by both parties.

I. AGREEMENT MANAGEMENT

A. Agreement Managers

The Parties have identified the following individuals as Agreement Managers. These individuals are responsible for enforcing performance of the Agreement’s terms and conditions and shall serve as liaisons between each Party and the other.

FOR THE CITY

Sally Cabrera
11250 North 56th Street
Temple Terrace, FL 33617
Telephone: (813) 506 - 6455
Email: SCabrera@templeterrace.gov

FOR RINGCENTRAL, INC.

Telephone: _____
Email: _____

II. AGREEMENT MODIFICATION

After execution of the Agreement, modifications to the provisions contained therein, with the exception of Section I., AGREEMENT MANAGEMENT, shall be valid only through execution of a formal written amendment to the Agreement. Any changes in the information contained in Section I., AGREEMENT MANAGEMENT, will be provided to the other Party in writing and a copy of the written notification shall be maintained by both Parties.

III. TERMINATION



A. Termination For Cause

Either Party may terminate the Agreement for failure to comply with the terms of the Agreement. The terminating Party shall provide the other Party with written notice of the failure to comply. The Party failing to comply shall have thirty (30) days following receipt of such notice to cure the failure. If the failure to comply is not cured within thirty (30) days, the terminating Party may terminate the Agreement with 24 hours' written notice. If City terminates this Agreement for cause, Provider shall refund to City any applicable prepaid fees for the then-remaining or unexpired portion of the Agreement term, if applicable.

The Agreement may be terminated with 24 hours' notice by the City for any failure of the Provider to comply with any applicable Florida Law and/or City Ordinance.

IV. OTHER CONDITIONS

A. Americans With Disabilities Act

The Provider shall comply with the Americans With Disabilities Act, 42 U.S.C. 12101, *et seq.* In the event the Provider's noncompliance with the Americans with Disabilities Act, or with any other such applicable laws, the Agreement may be canceled, terminated or suspended, in whole or in part, and the Provider may be declared ineligible for further Agreements with the City.

B. Anti-Human Trafficking

Provider must complete and abide by the Anti-Human Trafficking Affidavit, **Attachment A**.

C. E-Verify

Provider, and any subcontractors Provider uses to carry out the duties and responsibilities in the Agreement, must register with and use the E-Verify system (E-Verify.gov) to verify the work authorization for newly hired employees within three (3) business days of hire. In the event the E-Verify system is unavailable, Provider, and its subcontractors, will comply with section 448.095(2)(c) of Florida Statutes. If applicable, Provider must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States.

D. Force Majure



Neither Party shall be liable for loss or damage suffered as a result of any unforeseeable delay or failure in performance under the Agreement or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

E. Jurisdiction and Venue

The Agreement shall be governed by the laws of the State of Florida. All legal proceedings arising out of or relating to the Agreement shall be brought in the state and federal courts of Florida, Hillsborough County.

F. Compliance With Laws

The Provider shall, at all times, comply with all provisions of applicable Federal, State, County and local laws, ordinances, rules and regulations that pertain to the performance of the Services under the Agreement. The Provider's lack of knowledge regarding such legal requirements shall not serve as a basis for relief from responsibility or constitute a defense against the legal effect thereof.

G. No Third-Party Beneficiaries

Except as otherwise expressly provided herein, neither this Addendum, the Agreement, nor any amendment, addendum, or exhibit attached hereto, nor term, provision, or clause contained therein, shall be construed as being for the benefit of or providing a benefit to, any Party not a signatory hereto.

H. Notices

All notices required or permitted by the Agreement shall be given, in writing, by hand-delivery, email, or certified mail, to the respective addresses of the Agreement Managers as set forth above. All notices by hand-delivery shall be deemed received on the date of delivery, and all notices by email shall be deemed received when they are transmitted and not returned as undelivered or undeliverable. Either Party may change the names, addresses, or telephone numbers set forth in Section I. AGREEMENT MANAGEMENT, above by written notice given to the other Party as provided above.

I. Scrutinized Companies



1. In executing this Addendum, Provider certifies that it is not listed on the Scrutinized Companies that Boycott Israel List nor is Provider engaged in a boycott of Israel (as defined in section 215.4725, F.S.). Provider agrees, pursuant to section 287.135, F.S. that the City may immediately terminate the Agreement for cause if the Provider is found to have submitted a false certification or is placed on the Scrutinized Companies that Boycott Israel List or is found to be engaged in a boycott of Israel during the term of the Agreement.
2. In executing this Addendum, Provider certifies it is not on the Scrutinized Companies with Activities in Sudan or the Scrutinized Companies with Activities in Iran Terrorism Sectors List and that it does not have business operations in Cuba or Syria. Provider agrees that the City may terminate the Agreement if Provider is found to have submitted a false certification or has been placed on a list pursuant to section 215.473, F.S., relating to scrutinized active business operations in Iran.

J. Payment Through PaymentWorks

The City of Temple Terrace uses a company called PaymentWorks to pay all vendors doing business with the City. PaymentWorks vets all vendors before a contract is signed by management and before any transaction can be approved. PaymentWorks does the following for the City:

- a. Streamlines vendor verification,
 - b. Automates vendor onboarding,
 - c. Optimizes our payables strategy,
 - d. Indemnifies vendor payments for up to \$2million per transaction, protecting the City and the vendor,
 - e. Continuously monitors for compliance with state and federal sanctions, W-9's, COI's and bank account changes,
 - f. Utilizes a token for ACH/EFT processing so the vendors information is protected.
- The vendor can still choose to be paid by check.

If you are not currently signed up with PaymentWorks, the City is not able to transact business with you. The City can invite you to PaymentWorks if you do not have an account setup. The invitation will come directly from the PaymentWorks software for you to create your own account and provide your EIN, COI, W-9 and banking information, if applicable. You have the option to choose to receive a check for payments. You must be fully onboarded with PaymentWorks before the City signs a contract or orders any items. Please provide the following information for us to invite you to PaymentWorks:

AR/Payment Contact Name: _____
AR/Payment Contact Email: _____



K. Sovereign Immunity

Nothing herein is intended to serve as a waiver of sovereign immunity by the City to which sovereign immunity may be applicable. Further, nothing herein shall be construed as consent by the City to be sued by third parties in any matter arising out of the Agreement.

L. Order of Precedence

Except as otherwise revised pursuant to this Addendum, all terms and provisions of the Agreement will remain in full force and effect. Where terms may contradict the Order of Precedence is as follows:

1. Addendum to the RingCentral Customer Order Form
2. RingCentral Customer Order Form

IN WITNESS THEREOF, the Parties have entered into this Contract by their undersigned officials as duly authorized.

THE CITY OF TEMPLE TERRACE:

SIGNATURE OF AUTHORIZED PERSON: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

RINGCENTRAL, INC.:

SIGNATURE OF AUTHORIZED PERSON: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

ATTACHMENT A



ANTI-HUMAN TRAFFICKING AFFIDAVIT

Pursuant to section 787.06(14), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in 787.06 F.S.

Section 787.06, Florida Statutes, defines “Coercion” as:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person, including extortionate extension of credit, loan sharking as defined in F.S. 687.071, or employment contracts that violate the statute of frauds as provided in F.S. 725.01;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of F.S. 893.03 to any person for the purpose of exploitation of that person.

RingCentral, Inc., does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Entity Name: _____

Representative/Officers Printed Name: _____

Representative/Officer’s Title: _____

Signature: _____ Date: _____

UNITI FIBER LLC

SERVICES AGREEMENT - STANDARD TERMS AND CONDITIONS

This Services Agreement (this "Agreement") is by and between Uniti Fiber LLC, a Delaware limited liability company ("Uniti Fiber"), and City of Temple Terrace, a/an Florida Municipality ("Customer"), and is effective as of the date signed by Uniti Fiber below ("Effective Date").

1. Attachments and Service Orders: Customer and Uniti Fiber may execute a written order for a particular service (a "Service Order") using such Service Order form as provided by Uniti Fiber at the time of the order. A Service Order shall be deemed incorporated herein at the time Uniti Fiber provides Order Acceptance. The Service Order(s) and other attachments attached hereto and incorporated by reference detail the price, location, FOC date and other information about the service(s) to be provided by Uniti Fiber or its affiliates to Customer ("Services"), and are incorporated herein by reference. Customers may be required to complete forms relevant to e911, directory listing, and letter of authorization forms if ordering voice-related Services. All Services are offered subject to availability, and Uniti Fiber has the right not to accept any Service Order submitted by Customer. A Service Order may only be submitted to orders@uniti.com and shall be deemed accepted only after Order Acceptance by Uniti Fiber. If Uniti Fiber elects not to accept a Service Order submitted by Customer, Uniti Fiber shall use reasonable efforts to notify Customer of such rejection. "Order Acceptance" shall mean execution of the applicable Service Order(s) by a representative who has proper signatory authority and written notification (email is acceptable) sent to the other party that the Service Order has been reviewed and accepted.

2. Authorized Use: Customer may use the Services only for purposes which (a) are lawful, (b) do not violate Uniti Fiber's AUP and (c) are in compliance with the terms of this Agreement and any applicable attachments related to the specific Service. Internet Service provided by Uniti Fiber is intended for Customer's use only and may not be resold by Customer. Uniti Fiber offers all Services subject to availability; provided, however, if Customer has received notice that a Service Order has been accepted by Uniti Fiber, Uniti Fiber will provide Services for the term of such Service Order, subject to the terms of this Agreement and the Service Order. Uniti Fiber has the right to limit the manner in which any portion of its network and facilities ("Network") is used to protect the technical integrity of the Network. Any Service provided to Customer that includes bandwidth service is subject to Uniti Fiber's Acceptable Use Policy (AUP), which is incorporate herein by reference and is located at <https://uniti.com/uploads/documents/Uniti-Acceptable-Use-Policy6.25.2020.pdf>. By its signature below, Customer acknowledges receipt of the Acceptable Use Policy and any updates to such policy made by Uniti Fiber.

3. Cancellation, Modification, Delay or Expedition of Orders: Charges referenced hereunder are subject to modification from time to time by Uniti Fiber.

(a) Customer may request to cancel any Service Order(s) if the request is received in writing by Uniti Fiber prior to the Service Date (as defined in Section 7 below). Upon receipt of such request, Uniti Fiber shall use reasonable efforts to cancel the Service Order as promptly as possible. Each such request shall result in a cancellation charge to be invoiced to Customer equal to the costs incurred by Uniti Fiber through the date the applicable Service is cancelled, not to exceed fifty percent (50%) of the total monthly charges that would have been due during the Service Term (as defined in the Service Order). Once cancelled, a new Service Order must be submitted and accepted by Uniti Fiber if Customer wishes to order the Service.

(b) Customer may request the modification (including delay of Service) of any Service Order(s). Such requests must be made in writing at least three (3) business days before the date that Uniti Fiber is committing to deliver the Service (the "FOC date") and such requests are subject to acceptance by Uniti Fiber. Each such modification accepted by Uniti Fiber shall result in the assessment by Uniti Fiber of a Service Order modification charge of \$250 (the "Modification Charge"). However, in the case of a requested delay, the first requested delay will be allowed by Uniti Fiber at no charge. Requests for delay may not exceed thirty (30) days cumulative. Any

subsequent requests for delay, if allowed by Uniti Fiber, will result in a Modification Charge. If Uniti Fiber receives a written modification request for delay of installation less than three (3) business days prior to the FOC date Customer must pay, in addition to the Modification Charge, all recurring charges for the shorter of one billing month or the period from the original due date to the requested installation date.

(c) Customer may request Uniti Fiber to expedite the initial anticipated delivery date of any Service. Such requests must be made in writing and are subject to acceptance by Uniti Fiber. Each such request to expedite accepted by Uniti Fiber shall result in the assessment by Uniti Fiber of a Service Order expedite charge equal to Uniti Fiber's standard rates at the time of the request to expedite (the "Expedite Charge"). The Modification Charge shall be waived in those cases where the Expedite Charge is solely applicable.

(d) In addition to any charges imposed under clauses (a), (b) or (c) above, Uniti Fiber reserves the right to assess Customer any third-party charges incurred by Uniti Fiber to fulfill any request to cancel, modify, or expedite the Service Order(s).

4. Equipment, Installation and Interconnection: Other than the facilities, termination equipment, software and other devices or equipment provided by Customer or its end users in connection with the receipt and use of the Services ("Customer Property"), and unless otherwise provided elsewhere in this Agreement or any attachments hereto, Uniti Fiber will pay for, provide, install, maintain, operate, control and own any equipment, cable or facilities connected to the Network ("System Equipment"), which equipment at all times remains Uniti Fiber's personal property, regardless of where located or attached. Uniti Fiber may change, replace or remove the System Equipment, regardless of where located, so long as the basic technical parameters of the Service are not altered, and this Agreement constitutes Customer's consent to such change, replacement or removal. Customer may not rearrange or move or disconnect the System Equipment and is responsible for any damage to or loss of System Equipment caused by Customer's actions or omissions or that of its end users. Uniti Fiber has no obligation to install, maintain or repair any Customer Property. If any Customer Property is incompatible with Service(s) provided by Uniti Fiber, Customer is responsible for any special interface equipment, software or facilities necessary to ensure compatibility and Uniti Fiber shall not be required to deliver such Service(s) unless and until such additional Customer Property is installed and properly functioning. If, in responding to a service call from Customer, Uniti Fiber reasonably determines that the cause of such service call is a failure, malfunction or inadequacy of Customer Property, including any installed for purposes of compatibility, Customer will pay Uniti Fiber for such service call at Uniti Fiber's then prevailing rates.

5. Special Construction Charge: During the term of this Agreement as set forth in Section 16, Customer may request Uniti Fiber to construct a network path to meet Customer's specific needs with respect to the provision of Services. In the event Uniti Fiber elects to accept such request, Customer shall pay Uniti Fiber a "Special Construction Charge" as agreed upon by the parties in writing prior to the commencement of said construction. The parties understand and acknowledge that payment of the Special Construction Charge in no way shall grant to Customer any ownership of said network path being constructed, including any fiber therein, the System Equipment, Uniti Fiber's other equipment or materials, or any portion of the Uniti Fiber Network whatsoever, all of which shall remain the sole and separate property of Uniti Fiber.

6. Access: Uniti Fiber requires a Customer point of contact that can be reached 24x7. Uniti Fiber may require access to Customer's or its end user's premises to install and maintain the Service and System Equipment necessary for the provision of Service. Customer must provide, or cause its end users to provide, at no cost to Uniti Fiber, reasonable access, space, power and environmental conditioning as applicable to the particular installation, and must use, and cause its end users to use, commercially reasonable efforts to obtain any necessary consents or rights of way from third parties for such purposes. The failure of Customer to obtain such consents or rights

UNITI FIBER LLC

SERVICES AGREEMENT - STANDARD TERMS AND CONDITIONS

shall excuse Uniti Fiber's delay in performing the Services until such consent or right is obtained.

7. Commencement of Service: Uniti Fiber will promptly notify Customer on the date that Uniti Fiber has completed its obligations for the commencement of Service and such Service is available for Customer's use (the "Service Date"). Unless Customer notifies Uniti Fiber in writing by close of business on the Service Date that Service is not operational as a result of Uniti Fiber's failure to deliver the Service, the term of the Service Order will begin on the Service Date and billing will commence. If Customer so notifies Uniti Fiber, Uniti Fiber will use reasonable efforts to inspect the purported issue and correct any compliance issues. If Uniti Fiber does not identify a compliance issue with the Service, Uniti Fiber will notify Customer, and the Service Date will remain unchanged. If Uniti Fiber does identify a compliance issue, the Service Date for such Service will be deemed to be the date upon which Uniti Fiber corrects such issue.

8. Charges, Billing and Payment: Acceptance of a Service Order submitted by Customer and the provision of Service is subject to Uniti Fiber's approval of Customer's credit standing. Uniti Fiber may require a deposit prior to the provision of Service or at any time as a condition to the continued provision of Service, if Uniti Fiber reasonably believes Customer's credit standing or payment record so requires such additional security for payment. Billing for Service begins on the Service Date and will not be delayed due to Customer Property not being ready or Customer's readiness to accept or use the Service. Uniti Fiber bills in advance for Service, except for usage-based charges for voice-related services. Any installation charges or other non-recurring charges, which are non-refundable, should appear on the first monthly invoice but may be delayed. Taxes, surcharges, any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise, and governmental fees are not included in Uniti Fiber's charges and will be billed and paid by Customer as separate line items. Customer will pay all taxes, fees, surcharges or assessments unless and until Customer provides Uniti Fiber with a valid exemption certificate or other supporting documentation reasonably requested by Uniti Fiber. All amounts billed are due by the next billing date. Any payment or portion thereof not made when due is subject to a late charge of 1.5% per month on the unpaid amount or, if lesser, the maximum rate permitted under applicable state law. Notwithstanding anything to the contrary herein, in the event of the nonpayment by Customer of an invoice for any Service(s) or equipment for a period exceeding thirty (30) days after the invoice due date, Uniti Fiber may, in its sole and absolute discretion, suspend providing Services to Customer (whether under this Agreement or other contract between Customer and Uniti Fiber), retrieve any equipment and pursue all legal remedies available to Uniti Fiber for such breach. Upon notice to Customer, Uniti Fiber may change rates ("New Rate(s)") offered pursuant to special arrangement or individual case basis pricing if the provision of service at the original rate(s) becomes economically infeasible. If Customer does not accept the applicable Service(s) at the New Rate(s), Customer may terminate such Service(s) without Termination Liability by submitting a termination request in writing to Uniti Fiber within fourteen (14) days of receiving notice from Uniti Fiber of the New Rate(s). Billing for a terminated Service will stop thirty (30) days from the date the disconnect request is acknowledged by Uniti Fiber unless a specific date of greater than thirty (30) days is requested.

9. Claims and Disputes: If Customer reasonably disputes any charges billed hereunder, Customer must submit a documented claim regarding the disputed amount within 30 days of receipt of the bill on which the disputed charges appear. All claims regarding disputed charges not submitted to Uniti Fiber within such time are deemed waived and such charges accepted. Withheld disputed amounts determined in favor of Uniti Fiber will bear interest at the lesser of 1.5% per month or the maximum rate allowed by applicable state law from the date payment was due to the date payment was made.

10. Service Level Guarantee on Uniti Facilities and Available Credits: Uniti Fiber will issue credit allowances for service outages on Uniti facilities as set forth below following Customer's written request. Such credit will appear on the next invoice following processing. An outage of Service on Uniti facilities (excluding managed network, IT services, and LTE Services) begins when Customer reports the outage to the appropriate Uniti Fiber number(s) to open a trouble ticket, and ends when the affected circuit is fully operational, as evidenced by the closing of the trouble ticket. No credits will be given for outages that are (a) caused by Customer or an end user; (b) due to failure of power or Customer Property; (c) during any period in which Uniti Fiber is not given access to the Service premises; (d) part of a planned outage for maintenance; or (e) due to a Force Majeure Event. Services provisioned entirely on Uniti Fiber's Network will be credited at 1/1440 of the monthly recurring charges per 30-minute outage up to and including a 24-hour period, or if an outage is greater than 24 consecutive hours, at 1/144 of the monthly recurring charges per 3-hour outage. If 3 or more trouble tickets have been opened for a particular Service in a 30-day period for outages totaling an aggregate of 6 hours of outage in that 30-day period, and the cause of each outage is determined to be in Uniti Fiber's Network or System Equipment and is not due to a Force Majeure Event, such Service will be deemed a chronic trouble Service, and Customer may terminate the Service without incurring a Termination Liability.

11. Wireless LTE Services: For Customers purchasing wireless LTE Services, the underlying wireless carrier service is not directly provided by Uniti Fiber. The underlying wireless carrier has the right to manage its network, which may include throttling of speed or other measures up to and including suspension or termination of Service.

12. Cloud Connect Services: For Customers purchasing Cloud Connect Services, in addition to Uniti Fiber's Acceptable Use Policy, any Customer purchasing Cloud Connect Service hereby agrees to the Cloud Connect Acceptable Use Policy and the Cloud Connect Privacy Policy. "Cloud Connect Acceptable Use Policy" means the policy as it may be amended by PacketFabric from time to time, which is available at <https://www.packetfabric.com/acceptable-use-policy/> or at an alternate link identified on www.packetfabric.com. "Cloud Connect Privacy Policy" means PacketFabric's privacy policy as amended by PacketFabric from time to time, which is available at <https://www.packetfabric.com/privacy/> or at an alternate link identified on www.packetfabric.com. Uniti Fiber's Cloud Connect Service is a Layer 2 private connection to Cloud service providers ("CSPs") from the Uniti Fiber network. Customer understands and acknowledges that for Cloud Connect Services, Uniti Fiber is only responsible for the connectivity to the CSP provider. Uniti Fiber is not responsible for configuration, deployment, management, or performance of the CSP infrastructure or application services nor shall Uniti Fiber be liable for same.

13. Governmental Authorization, Regulatory Changes: Each party must comply with all applicable federal, state and local laws, rules, regulations and orders in performing its obligations hereunder. To the extent any provision of this Agreement conflicts with any such applicable law, rule or regulation, such law, rule or regulation will supersede the conflicting provision, however, all other provisions will be enforced to the extent permitted by law and in accordance with the commercial intent of the parties. Uniti Fiber may discontinue, limit or impose additional requirements to the provision of Service, upon 15 days written notice, as required to meet governmental regulatory requirements or when such requirements have a material adverse impact on the economic feasibility of Uniti Fiber providing Service, as determined in Uniti Fiber's reasonable business judgment.

14. Indemnification: Each party ("Indemnitor") must indemnify, defend and hold harmless the other party ("Indemnitee") from all losses or damages arising from or related to personal injury or property damage caused by the negligence or willful misconduct of Indemnitor. Customer must indemnify, defend and hold harmless Uniti Fiber from all losses or damages arising from Customer's breach

UNITI FIBER – CONFIDENTIAL & PROPRIETARY

Page 2 of 4

Customer Initial: _____

Ver. 10.02.25

UNITI FIBER LLC
SERVICES AGREEMENT - STANDARD TERMS AND CONDITIONS

of this Agreement, violation by Customer of any 3rd party intellectual property right, all claims of any kind by Customer's end users, or any act or omission of Customer in connection with any Service provided hereunder.

15. Limitation of Liability: Uniti Fiber is not liable for any indirect, incidental, consequential, special or punitive damages (including without limitation, lost profits or revenue) arising out of or related to the provision of Services hereunder or its indemnification obligations hereunder, including any claims made by or through third parties, or for any claim by Customer made more than one year after the occurrence of the event for which a claim is made. Uniti Fiber's liability to Customer shall in no event exceed one month's calculation of monthly recurring charges for the applicable Services. Uniti Fiber has no liability or obligation to Customer or its end users whatsoever for the content of information passing through its Network. Note for Customers purchasing SD WAN Services: VeloCloud will not have any direct relationship with or obligation to Customer under this Agreement.

16. Term: Subject to Section 17 and Section 18 below, this Agreement is effective for a period of five (5) years and commences upon the Effective Date. Thereafter, this Agreement remains in effect solely with respect to any then-current Service Order until the expiration or earlier termination of such Service Order(s). The term for which Customer is purchasing Services ("Service Order Term") shall be set forth on the applicable Service Order. Uniti Fiber and Customer may negotiate a renewal term at least thirty (30) days prior to the expiration of the initial Service Order Term. If the parties do not agree in writing to a renewal of the Service Order Term prior to its expiration, then Service(s) shall continue on a month-to-month basis at a rate not to exceed 150% of the prior rate until either of the parties terminates the Service(s) upon thirty (30) days' written notice. Upon termination of this Agreement, all rights of Customer to order new Services cease and Uniti Fiber has no further obligations to furnish Services to Customer.

17. Termination by Uniti Fiber:

(a) Uniti Fiber may terminate this Agreement or any Service Order hereunder or suspend Services, with prior written notice, upon: (i) Customer's failure to pay any amounts as provided herein; (ii) Customer's breach of any provision of this Agreement or any law, rule or regulation governing the Services; (iii) any insolvency, bankruptcy, assignment for the benefit of creditors, appointment of trustee or receiver or similar event with respect to Customer or its affiliates; (iv) any governmental prohibition or required alteration of the Services or if Uniti Fiber is unable to reasonably maintain any necessary Underlying Rights. "Underlying Rights" shall mean any right to use a service, facility or asset used by Uniti Fiber to deliver Service(s) to the Customer; including but not limited to pole attachments, franchise agreements, colocation agreements and dark fiber agreements.

(b) Uniti Fiber may terminate or suspend Services without notice if: (i) necessary to protect Uniti Fiber's Network; (ii) Uniti Fiber has reasonable evidence of Customer's fraudulent or illegal use of Services; or (iii) required by regulatory or other governmental authority.

(c) Any termination pursuant to this Section 17 shall not relieve Customer of any liability incurred prior to such termination or for payment of unaffected Services. All terms and conditions of this Agreement shall continue to apply to any Service or applicable Service Order not so terminated, regardless of the termination of this Agreement. If the Service provided under any Service Order hereunder has been terminated by Uniti Fiber in accordance with this Section 17 part (a)(i), (a)(ii), (a)(iii) or (b)(ii) and/or any other breach of this Agreement by Customer, and Customer wants to restore such Service, Customer first must pay all past due charges, any applicable non-recurring charge(s) and/or reconnection charge and a deposit equal to 2 months' recurring charges. All requests for termination will be processed by Uniti Fiber in 30 days or less. Customer must pay for Services until such termination occurs.

18. Termination Liability: If Uniti Fiber terminates this Agreement or any Service Order(s) hereunder pursuant to Section 17 above, or if Customer terminates this Agreement or any Service Order(s) hereunder for any reason (other than Uniti Fiber's material breach of this Agreement that remains uncured after written notice and a reasonable cure period of at least thirty (30) days or termination as permitted by Section 21), Customer must pay immediately to Uniti Fiber all monthly recurring charges associated with the terminated Service(s) for the balance of the Service Order Term(s) in such Service Order(s) and any outstanding non-recurring or other charges permitted hereunder ("Termination Liability").

19. Assignment: Customer may not assign or otherwise transfer this Agreement, any Service Order or any rights and/or obligations contained therein (including pursuant to a merger or change of control of Customer) without the prior written consent of Uniti Fiber, not to be unreasonably conditioned, withheld or delayed.

20. Entire Agreement: This Agreement, together with the Service Order(s), the Acceptable Use Policy, any attachments and all applicable tariffs incorporated herein by this reference, sets forth the entire agreement of the parties with respect to the subject matter hereof, and supersedes any prior agreements, promises, representations, understandings and negotiations between the parties with respect thereto. In the event of a conflict, the applicable Service Order shall prevail over this Agreement and any applicable tariff shall prevail over both. Any modifications, amendments, supplements to or waivers of this Agreement must be in type and executed by authorized representatives of both parties. Any handwritten changes or edits that have been inserted without authorization by both parties shall not be incorporated into this Agreement.

21. Force Majeure: Uniti Fiber is not liable to Customer or any third party for any failure of performance if such failure is due to any cause or causes beyond its reasonable control (a "Force Majeure Event"), including without limitation, acts of God, fire, explosion, vandalism, acts of terrorism, cable cut, adverse weather conditions, governmental action or inaction, labor difficulties and supplier failures. Invocation of this clause shall not relieve Customer of its obligation to pay for any Services provided to Customer. In the event such Force Majeure Event continues for 45 days, Customer may terminate the affected portion of the Services upon no less than thirty (30) days prior written notice.

22. Governing Law: This Agreement is governed by and subject to the laws of the State of Delaware, excluding its principles of conflicts of law.

23. Headings: The headings herein are for convenience only and are not intended to have any substantive significance in interpreting this Agreement.

24. Relationship of Parties: The parties are independent contractors, and nothing herein creates or implies an agency relationship or a joint venture or partnership between the parties.

25. Jurisdictional Reports: At least annually and at any time upon Uniti Fiber's request, Customer will provide Uniti Fiber with reports of its estimated or actual percentage of interstate and intrastate use of Uniti Fiber's Services.

26. Litigation: If either party commences litigation under this Agreement, the prevailing party is entitled to reimbursement of its costs and attorneys' fees from the other party.

27. Non-Exclusivity: This Agreement is non-exclusive. Nothing herein prevents either party from entering into similar arrangements with other entities.

28. Notices: Whenever written notice is required to be provided by this Agreement, Uniti Fiber must provide such notice to Customer's

UNITI FIBER – CONFIDENTIAL & PROPRIETARY

Page 3 of 4

Customer Initial: _____

Ver. 10.02.25

UNITI FIBER LLC
SERVICES AGREEMENT - STANDARD TERMS AND CONDITIONS

billing address, and Customer must provide such notice to Uniti Fiber at 107 St. Francis Street, Suite 1800, Mobile, AL 36602, Attn: Finance. A notice is deemed given when delivered at such designated address.

29. No Waiver: Either party's failure to enforce any provision or term of this Agreement shall not be construed as a future or continuing waiver of such provision or term of this Agreement.

30. Confidentiality; Use of Name: Customer may not issue a news release, public announcement, advertisement or other form of publicity concerning the existence of this Agreement, the Services provided hereunder or the terms, conditions or pricing set forth in this Agreement or any Service Order without the prior written consent of Uniti Fiber. Customer may not use Uniti Fiber's name, logo or service mark in marketing services to end users.

31. Representations and Warranties: Each party represents and warrants that it is fully authorized to enter into this Agreement and any Service Order hereunder. Uniti Fiber represents and warrants to Customer that any Services provided hereunder will be performed in a professional manner by qualified and trained personnel. UNLESS SPECIFICALLY STATED HEREIN OR IN ANY SERVICE ORDER, UNITI FIBER MAKES NO OTHER WARRANTIES, REPRESENTATIONS OR AGREEMENTS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY PROVIDED IN UNITI'S PRIVACY POLICY AND BY LAW, UNITI HAS NO OBLIGATION TO PROVIDE SECURITY OR PROTECTION FOR CUSTOMER'S PRIVACY, CONFIDENTIAL INFORMATION OR DATA. NO ORAL OR WRITTEN ADVICE OR INFORMATION BY UNITI'S EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION.

32. Severability: If any provision hereunder is declared or held invalid, illegal or unenforceable, this Agreement will be revised only to the extent necessary to make such provision(s) legal and enforceable, or if impossible, the unaffected portions of this Agreement shall remain in full force and effect so long as the Agreement remains consistent with the parties' original intent.

33. Survival: The terms and conditions of this Agreement will survive the expiration or other termination of this Agreement to the fullest extent necessary for their enforcement and for the realization of the benefit thereof by the party in whose favor they operate.

UNITI FIBER LLC

Signature: _____

Name (printed): _____

Title: _____

Date: _____

City of Temple Terrace

Signature: _____

Name (printed): _____

Title: _____

Date: _____



Service Order

Offer Date:	07/28/2026	
Description:	100 Mbps Internet City Of Temple Terrace	
Opp. Number:	OPP-398693	
Requested By:	City of Temple Terrace 1631402 Sally Cabrera	scabrera@templeterrace.gov 813-506-6455
Offered By:	Uniti Fiber John Scott Martin	John.martin@uniti.com (904) 673-2494
Term (Months):	60	
Opportunity Type	New	Contract Term Type: New

A Service Address	A CPE Location
11250 N 56th St, Tampa, FL 33617-2250	City Of Temple Terrace

Z Service Address	Z CPE Location
201 Saint Joseph Street, Mobile, AL 36602-3931	Uniti Fiber Internet

Quantity	Service	CPE Location A	CPE Location Z	Unit Monthly Charge	Unit One-Time Charge	Extended Monthly Charge	Extended One-Time Charge
1	100 Mbps Internet	City Of Temple Terrace	Uniti Fiber Internet	\$495.00	\$0.00	\$495.00	\$0.00

Service Order Total Monthly Charge	Service Order Total Non-Recurring Charge
\$495.00	\$0.00

Remarks
1. Offer includes a Fiber Build to the A Location above on a new 60-month term. 2. Offer includes the use of a static IP address (/30). More IP Addresses can be acquired for an additional fee.

Customer acknowledges that Customer is ordering the Services from Uniti Fiber LLC, and/or its affiliate or subsidiary companies (collectively "Uniti Fiber"), and that local, state, and federal taxes and surcharges may apply. By signing, Customer acknowledges full and complete authority to bind Customer. Additional charges for any requested demarcation extension will be passed on to Customer. Access or other fees imposed by property owner shall be borne by Customer. By signing this Service Order, Customer requests the Service ordered hereunder subject to the existing master services agreement or standard terms and conditions signed by the parties; or if none exists, then such Service is subject to the applicable terms and conditions of Uniti Fiber's standard terms and conditions (which may be changed from time to time at Uniti Fiber's discretion), a copy of which is available upon request. Uniti Fiber's master service agreement, any IP Transit service ordered hereunder shall be subject to the terms of Uniti Fiber's IP Transit Addendum which may be provided to Customer upon request and at Uniti Fiber's discretion may be changed or updated from time to time. This Service Order becomes binding on Uniti Fiber upon Order Acceptance.
This Service Order fully incorporates the agreement titled Standard Terms & Conditions signed by Customer on the date July 12, 2026.

Uniti Fiber

Signature: _____

Name (printed): _____

Title: _____

Date: _____

City of Temple Terrace

Signature: _____

Name (printed): _____

Title: _____

Date: _____



ADDENDUM TO UNITI FIBER CUSTOMER ORDER FORM

This Addendum ("Addendum") to the Uniti Fiber, LLC. Customer Order Form is between the City of Temple Terrace, located at 11250 N. 56th Street, Temple Terrace, FL 33617 ("City") and Uniti Fiber, LLC., located at 107 Saint Francis Street, Suite 1800, Mobile, AL 36602 ("Provider"), which are the parties hereto (each a "Party" and collectively, "Parties"). This Addendum is made effective as of the date of the Agreement is signed by both parties.

I. AGREEMENT MANAGEMENT

A. Agreement Managers

The Parties have identified the following individuals as Agreement Managers. These individuals are responsible for enforcing performance of the Agreement's terms and conditions and shall serve as liaisons between each Party and the other.

FOR THE CITY

Sally Cabrera
11250 North 56th Street
Temple Terrace, FL 33617
Telephone: (813) 506 - 6455
Email: SCabrera@templeterrace.gov

FOR UNITI FIBER LLC

107 Saint Francis Street, Suite 1800
Mobile, AL 36602
Telephone: _____
Email: _____

II. AGREEMENT MODIFICATION

After execution of the Agreement, modifications to the provisions contained therein, with the exception of Section I., AGREEMENT MANAGEMENT, shall be valid only through execution of a formal written amendment to the Agreement. Any changes in the information contained in Section I., AGREEMENT MANAGEMENT, will be provided to the other Party in writing and a copy of the written notification shall be maintained by both Parties.

III. TERMINATION



A. Termination For Cause

Either Party may terminate the Agreement for failure to comply with the terms of the Agreement. The terminating Party shall provide the other Party with written notice of the failure to comply. The Party failing to comply shall have thirty (30) days following receipt of such notice to cure the failure. If the failure to comply is not cured within thirty (30) days, the terminating Party may terminate the Agreement with 24 hours' written notice. If City terminates this Agreement for cause, Provider shall refund to City any applicable prepaid fees for the then-remaining or unexpired portion of the Agreement term, if applicable.

The Agreement may be terminated with 24 hours' notice by the City for any failure of the Provider to comply with any applicable Florida Law and/or City Ordinance.

IV. OTHER CONDITIONS

A. Americans With Disabilities Act

The Provider shall comply with the Americans With Disabilities Act, 42 U.S.C. 12101, *et seq.* In the event the Provider's noncompliance with the Americans with Disabilities Act, or with any other such applicable laws, the Agreement may be canceled, terminated or suspended, in whole or in part, and the Provider may be declared ineligible for further Agreements with the City.

B. Anti-Human Trafficking

Provider must complete and abide by the Anti-Human Trafficking Affidavit, **Attachment A**.

C. E-Verify

Provider, and any subcontractors Provider uses to carry out the duties and responsibilities in the Agreement, must register with and use the E-Verify system (E-Verify.gov) to verify the work authorization for newly hired employees within three (3) business days of hire. In the event the E-Verify system is unavailable, Provider, and its subcontractors, will comply with section 448.095(2)(c) of Florida Statutes. If applicable, Provider must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States.

D. Force Majure



Neither Party shall be liable for loss or damage suffered as a result of any unforeseeable delay or failure in performance under the Agreement or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

E. Jurisdiction and Venue

The Agreement shall be governed by the laws of the State of Florida. All legal proceedings arising out of or relating to the Agreement shall be brought in the state and federal courts of Florida, Hillsborough County.

F. Compliance With Laws

The Provider shall, at all times, comply with all provisions of applicable Federal, State, County and local laws, ordinances, rules and regulations that pertain to the performance of the Services under the Agreement. The Provider's lack of knowledge regarding such legal requirements shall not serve as a basis for relief from responsibility or constitute a defense against the legal effect thereof.

G. No Third-Party Beneficiaries

Except as otherwise expressly provided herein, neither this Addendum, the Agreement, nor any amendment, addendum, or exhibit attached hereto, nor term, provision, or clause contained therein, shall be construed as being for the benefit of or providing a benefit to, any Party not a signatory hereto.

H. Notices

All notices required or permitted by the Agreement shall be given, in writing, by hand-delivery, email, or certified mail, to the respective addresses of the Agreement Managers as set forth above. All notices by hand-delivery shall be deemed received on the date of delivery, and all notices by email shall be deemed received when they are transmitted and not returned as undelivered or undeliverable. Either Party may change the names, addresses, or telephone numbers set forth in Section I. AGREEMENT MANAGEMENT, above by written notice given to the other Party as provided above.

I. Scrutinized Companies



1. In executing this Addendum, Provider certifies that it is not listed on the Scrutinized Companies that Boycott Israel List nor is Provider engaged in a boycott of Israel (as defined in section 215.4725, F.S.). Provider agrees, pursuant to section 287.135, F.S. that the City may immediately terminate the Agreement for cause if the Provider is found to have submitted a false certification or is placed on the Scrutinized Companies that Boycott Israel List or is found to be engaged in a boycott of Israel during the term of the Agreement.
2. In executing this Addendum, Provider certifies it is not on the Scrutinized Companies with Activities in Sudan or the Scrutinized Companies with Activities in Iran Terrorism Sectors List and that it does not have business operations in Cuba or Syria. Provider agrees that the City may terminate the Agreement if Provider is found to have submitted a false certification or has been placed on a list pursuant to section 215.473, F.S., relating to scrutinized active business operations in Iran.

J. Payment Through PaymentWorks

The City of Temple Terrace uses a company called PaymentWorks to pay all vendors doing business with the City. PaymentWorks vets all vendors before a contract is signed by management and before any transaction can be approved. PaymentWorks does the following for the City:

- a. Streamlines vendor verification,
 - b. Automates vendor onboarding,
 - c. Optimizes our payables strategy,
 - d. Indemnifies vendor payments for up to \$2million per transaction, protecting the City and the vendor,
 - e. Continuously monitors for compliance with state and federal sanctions, W-9's, COI's and bank account changes,
 - f. Utilizes a token for ACH/EFT processing so the vendors information is protected.
- The vendor can still choose to be paid by check.

If you are not currently signed up with PaymentWorks, the City is not able to transact business with you. The City can invite you to PaymentWorks if you do not have an account setup. The invitation will come directly from the PaymentWorks software for you to create your own account and provide your EIN, COI, W-9 and banking information, if applicable. You have the option to choose to receive a check for payments. You must be fully onboarded with PaymentWorks before the City signs a contract or orders any items. Please provide the following information for us to invite you to PaymentWorks:

AR/Payment Contact Name: _____
AR/Payment Contact Email: _____



K. Sovereign Immunity

Nothing herein is intended to serve as a waiver of sovereign immunity by the City to which sovereign immunity may be applicable. Further, nothing herein shall be construed as consent by the City to be sued by third parties in any matter arising out of the Agreement.

L. Order of Precedence

Except as otherwise revised pursuant to this Addendum, all terms and provisions of the Agreement will remain in full force and effect. Where terms may contradict the Order of Precedence is as follows:

1. Addendum to the Uniti Fiber, LLC. Customer Order Form
2. Uniti Fiber, LLC. Customer Order Form

IN WITNESS THEREOF, the Parties have entered into this Contract by their undersigned officials as duly authorized.

THE CITY OF TEMPLE TERRACE:

SIGNATURE OF AUTHORIZED PERSON: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

UNITI FIBER, LLC.:

SIGNATURE OF AUTHORIZED PERSON: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

ATTACHMENT A



ANTI-HUMAN TRAFFICKING AFFIDAVIT

Pursuant to section 787.06(14), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in 787.06 F.S.

Section 787.06, Florida Statutes, defines “Coercion” as:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person, including extortionate extension of credit, loan sharking as defined in F.S. 687.071, or employment contracts that violate the statute of frauds as provided in F.S. 725.01;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of F.S. 893.03 to any person for the purpose of exploitation of that person.

Uniti Fiber, LLC., does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Entity Name: _____

Representative/Officers Printed Name: _____

Representative/Officer’s Title: _____

Signature: _____ Date: _____

Attachment 9—Cost Proposal

Proposers must complete and return attachment 9 (Cost Proposal) as a separate Excel file.

The Cost proposal shall include required pricing schedules:

Schedule	Description
Schedule 1 – Software Fees	Includes one-time and ongoing software license costs
Schedule 2 – Professional Service Fees	Covers project phases, milestones, and deliverables
Schedule 3 – Other Fees	Includes any additional or optional costs related to the UC system

All pricing must be: ① Submitted as fixed fee amounts (no estimates). ① Inclusive of travel, training, or other incidental expenses. ① Provided in the City’s Excel cost template (Attachment 9)

Costs

Proposers Name: Ring Central & Tyten Technologies Inc

Cost Categories	Total Cost	Explanation/Notes (If necessary)
Software Fees (schedule 1)		
Ongoing Software Fees (Schedule 1)	\$124,020.00	
Ongoing Hardware Fees (Schedule 1)	\$0.00	
Total 3-year cost	\$124,020.00	Option 1 - 3 year initial term commit - Includes software and services
Project Fees (schedule 2 & 3)		
Professional Services (Schedule 2)	\$39,125.00	One Time Charges
Other Fees (Schedule 3)	\$37,043.59	One Time Charges (phones)
Total Cost During Project Period	\$76,168.59	
Total Proposed Price	\$200,188.59	

Schedule 1: Software Fees & Hardware Fees

Proposer Name: RingCentral LLC and Comcast for Internet

Product Name	Function	Access Limitation (concurrent users, named users, CPU, enterprise-wide)	Quantity Proposed	Monthly Cost	Ongoing Cost (3 year initial term)	
RingCentral EX Software Subscription						
RingCentral EX Software Subscription	Compliance and Administrative Cost Recovery Fee	Named User	375	\$1,312.50	\$47,250.00	
	e911 Service Fee	Named User	375	\$375.00	\$13,500.00	
	DigitalLine Unlimited Advanced	Named User	355	\$1,242.50	\$44,730.00	Features... https://assets.ringcentral.com/us/datasheet/cloud-communications-comparison.pdf
	DigitalLine Basic	Named User	20	\$20.00	\$720.00	
	Main Local Number	Named User	1	\$0.00	\$0.00	
	Main Local Fax	Named User	1	\$0.00	\$0.00	
Uniti	100MB Internet Circuit	Enterprise Wide	1	\$495.00	\$17,820.00	Billed and contracted separately with Uniti
Software Subscription Subtotal:					\$124,020.00	
RingCentral Cloud Office Hardware Subscription (Device as a Service) DaaS*						
Product Name	Function	Access Limitation (concurrent users, named users, CPU, enterprise-wide)	Quantity Proposed	Monthly Cost	Ongoing Cost (3 year initial term)	
Hardware Subscription Subtotal:					\$0.00	

Schedule 2: Professional Service Fees

Proposer Name: Tyten Technologies Inc

Payment	Phase of Project	Description	One Time Amount	Milestones/Deliverables	Comments
One Time Payment	Tyten Technologies Onsite Implementation	Enterprise Wide	\$39,125.00	Project Management, Engineering, Installation (One-Time Payment) (Phone Placement, set-up, configuration and testing)	
Total One-Time Charge:			\$39,125.00		

T

Schedule 3: Other Fees - One Time Hardware

Proposer Name: Tyten Technologies

Product Name	Function	Quantity	Each	Comment
IP Paging Gateway	Algo Paging Unit	1	\$408.34	For Paging interface at Firestation
Poly Phones	Phones for all users	1	\$36,635.25	Includes Headsets
Hardware Subtotal:			\$37,043.59	

Item Cover Page

City Council Item Report

Date: August 17, 2026

From: James Ingram, Finance Director

Item Type: Resolution

Subject: Resolution Approving Hampton Oaks Non-Ad Valorem Assessment for Fiscal Year 2027

Presenter: James Ingram, Finance Director

Recommendation:

It is recommended that City Council adopt a resolution for the fiscal year 2027 Non-Ad Valorem Assessment Roll for the Hampton Oaks Area and direct the certification of the Assessment Roll to the Hillsborough County Tax Collector.

Discussion:

The City Council created the Hampton Oaks Assessment Area at the request of the Hampton Oaks Homeowners Association on September 16, 2014 for street lighting and stormwater management services. Per Florida Statute 197.3632 and Section 2.08 of the City's Ordinance, the City must adopt an Annual Assessment Resolution and certify to the tax collector the non-ad valorem assessment roll for the Hampton Oaks Area by September 15th. The tax collector will then produce a combined notice of Ad Valorem and Non-Ad Valorem Assessments for the Hampton Oaks Assessment Areas as described in Florida Statute 197.3635. Forty-three (43) single-family residential parcels are in the Hampton Oaks assessment area. The total assessment for the Hampton Oaks Area is \$11,094 or \$258 per parcel for the 2026 assessment.

Resolution/Ordinance Information:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING THE FISCAL YEAR 2027 NON-AD VALOREM ASSESSMENT ROLLS FOR THE HAMPTON OAKS ASSESSMENT AREA; DIRECTING CERTIFICATION OF THE ASSESSMENT ROLLS TO THE HILLSBOROUGH COUNTY TAX COLLECTOR; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Appropriation Code:

Requirements:

Resolution

Cost:**Attachments:**

1. 2026 Hampton Oaks Resolution

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING THE FISCAL YEAR 2027 NON-AD VALOREM ASSESSMENT ROLLS FOR THE HAMPTON OAKS ASSESSMENT AREA; DIRECTING CERTIFICATION OF THE ASSESSMENT ROLLS TO THE HILLSBOROUGH COUNTY TAX COLLECTOR; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. This resolution of the City Council (the “Council”) of the City of Temple Terrace, Florida (the City”) is adopted pursuant to City Ordinance 1358(as may be amended from time to time and codified in the City Code of Ordinances, the “Assessment Ordinance”), City Resolutions 103-14 and 126-14 (the “Street Lighting Assessment Resolutions), City Resolutions 102-14 and 125-14 (the “Stormwater Assessment Resolutions”), City Resolution 127-14, City Resolution 114-15, City resolution 124-16, City Resolution 84-17, City Resolution 104-18, City Resolution 85-19, City Resolution 85-21, City Resolution 97-22, City Resolution 87-23, Chapter 197, Florida Statutes and in particular Section 197.3632 thereof, and other applicable provisions of law.

SECTION 2. DEFINITIONS. This resolution is the Annual Assessment Resolution for the Hampton Oaks Assessment Area. All capitalized terms in this Resolution shall have the meanings defined in the Assessment Ordinance, the Street Lighting Assessment Resolutions and the Stormwater Assessment Resolutions.

SECTION 3. FINDINGS. It is hereby ascertained, determined and declared as follows:

- A. The City Council created the Hampton Oaks Assessment Area at the request of the leadership of the Hampton Oaks Homeowners Association and upon receipt of signed petitions from a substantial majority of the owners of the single-family residential parcels comprising the Hampton Oaks subdivision.
- B. Such petitions requested the City to undertake the Street Lighting Services and Stormwater Management Services formerly provided by the Hampton Oaks Homeowners Association and fund such services through the imposition of annual special assessments, sometimes referred to as non-ad valorem assessments.
- C. In response to such petitions, the City Council adopted the Street Lighting Assessment Resolutions and Stormwater Assessment Resolutions which provided for the funding of Street Lighting Services and Stormwater Management Services, respectively, within the Hampton Oaks Assessment Area through Assessments imposed upon the real property specially benefited thereby, and approved the non-ad valorem assessment rolls for such Assessment Area. Such resolutions were adopted at the conclusion of public hearings duly noticed in accordance with the Assessment Ordinance and Uniform Assessment Collection Act.
- D. The City Council additionally adopted Resolution 127-14 on September 16, 2014, expressing the City’s intent to use the uniform method for collecting the non-ad valorem assessments levied with the Hampton Oaks Assessment Area, commencing in November, 2015.

- E. Pursuant to Section 2.08 of the Assessment Ordinance, the City Council is required to adopt an Annual Assessment Resolution approving the assessment rolls for each Fiscal Year.
- F. The City Council wishes to hereby confirm and approve the non-ad valorem assessment rolls for Street Lighting Services and Stormwater Management Services in the Hampton Oaks Assessment Area, and to direct certification of such rolls to the Tax Collector for the collection of Assessments in November 2026.
- G. The Assessments are imposed by the City Council, not the Property Appraiser or Tax Collector. Any activity of the Property Appraiser or Tax Collector under the provisions of this Resolution shall be construed solely as ministerial.

SECTION 4. APPROVAL AND CERTIFICATION OF ASSESSMENT ROLLS.

- A. The Street Lighting Assessment Roll and Stormwater Assessment Roll for the Fiscal Year 2027, copies of which are on file with the City Clerk and incorporated hereby reference, are hereby confirmed and approved.
- B. Such Assessment Rolls may be combined into a single roll or database if required or requested by the Tax Collector.
- C. The City Manager and/or Finance Director is hereby authorized and directed to certify the foregoing assessment rolls to the Tax Collector by August 31, 2026. The assessment rolls as delivered to the Tax Collector shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix A.
- D. The City Manager and/or Finance Director is authorized to take such further actions as may be necessary or desirable in order to collect the special assessments on the annual property tax bill, including but not limited to entering into a reimbursement agreement with the Tax Collector as contemplated by Section 197.3632(2), Florida Statutes.

SECTION 5. SEVERABILITY. If any clause, section, or other part of this resolution shall be held by any court of competent jurisdiction unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affects the validity of the other provisions in this resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon its 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

APPENDIX A

CERTIFICATE

TO

NON-AD VALOREM ASSESSMENT ROLL

I, the undersigned, hereby certify that I am the Chairman of the Board or authorized agent of Hampton Oaks Special District located in Hillsborough County, Florida; as such I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid county is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that upon completion of this certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as a part thereof that said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this county.

In witness whereof, I have subscribed this certificate and caused the same to be attached to and made a part of the above-described Non-Ad Valorem Assessment Roll this 17th day of August 2026.

Total Record Count: 47

Zeroed Item Count: 4

Assessment Record Count: 43

Total Assessment: \$11,094

X

Carlos Baia, City Manager

Of Hampton Oaks Special District,
Hillsborough County, Florida

Item Cover Page

City Council Item Report

Date: August 17, 2026
From: Sally Cabrera, Information Technology Director
Item Type: Resolution - Agreement/Contract
Subject: Resolution Approving the Renewal of Microsoft Office Licenses
Presenter: Sally Cabrera, Information Technology Director

Recommendation:

It is recommended that the City Council adopt a resolution approving the purchase of software licensing and maintenance services in the amount of \$125,445.23 for the continued renewal and use of Microsoft Office Licensing.

Discussion:

The City's Information Technology Department has provided Microsoft Office software to City employees for more than 25 years. Microsoft Office remains the industry standard for document creation, spreadsheets, presentations, email, and collaboration tools that support daily City operations.

The Information Technology Department continues to guide users toward cloud-based services and document storage, improving the availability, consistency, and security of City data. Microsoft 365 services are currently provided to approximately 380 users across the organization.

This year's renewal includes 100 Microsoft 365 G1 licenses, which provide online versions of Word, Excel, PowerPoint, and Outlook; 275 Microsoft 365 G3 licenses, which provide fully installed Office applications including Word, Excel, PowerPoint, Outlook, Publisher, Access, and OneNote, with installation rights on up to five devices per user; and 5 Microsoft 365 G5 licenses, which provide the full suite of Office applications along with advanced security, compliance, analytics, and threat protection capabilities.

The renewal also includes cloud-based email services, email archiving, e-discovery, and SharePoint for secure document storage and collaboration. These services allow employees to securely access files and collaborate from City facilities, remote locations, or mobile devices. Regular software updates and security enhancements ensure users

remain protected against emerging cybersecurity threats while maintaining access to the latest software features. The agreement also includes software assurance and support for the City's server operating systems and SQL Server installations.

The total annual cost for Microsoft licensing, maintenance, and support is \$125,445.23. The licensing term will run from September 1, 2026, through August 31, 2027. The State of Arizona procured the services with Insight Public Sector using the RFP process and based on that RFP, the Florida Department of Management Services contracted with Insight and created Alternate Contract Source No. 43230000-23-NASPO-ACS.

The City will be entering into a piggyback agreement with Insight using the Department of Management Services Alternate Contract. Funding for this renewal is available in the Information Technology Department's Fiscal Year 2026 and proposed Fiscal Year 2027 operating budget and will be charged to account 001-1121-513.34-28.

Resolution/Ordinance Information:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING THE PIGGYBACK AGREEMENT WITH INSIGHT PUBLIC SECTOR, INC. FOR SOFTWARE LICENSING, MAINTENANCE, AND SUPPORT SERVICES IN THE AMOUNT OF \$125,445.23 FOR MICROSOFT OFFICE 365 USING THE STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICE'S ALTERNATE CONTRACT SOURCE NO. 43230000-23-NASPO-ACS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PIGGYBACK AGREEMENT AND RELATED DOCUMENTS; PROVIDING FUNDING FROM GENERAL FUND INFORMATION TECHNOLOGY BUDGET; PROVIDING AN EFFECTIVE DATE.

Appropriation Code:

001-1121-513.34-28

Requirements:

Resolution

Cost:

\$125,445.23

Attachments:

1. Resolution Microsoft Office Licenses Renewal 2026
2. Microsoft Licensing Piggyback 2026
3. Insight Software Contract 43230000-23-NASPO-ACS
4. Insight Microsoft Annual Renewal

RESOLUTION -26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING THE PIGGYBACK AGREEMENT WITH INSIGHT PUBLIC SECTOR, INC. FOR SOFTWARE LICENSING, MAINTENANCE, AND SUPPORT SERVICES IN THE AMOUNT OF \$125,445.23 FOR MICROSOFT OFFICE 365 USING THE STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICE'S ALTERNATE CONTRACT SOURCE NO. 43230000-23-NASPO-ACS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PIGGYBACK AGREEMENT AND RELATED DOCUMENTS; PROVIDING FUNDING FROM GENERAL FUND INFORMATION TECHNOLOGY BUDGET; PROVIDING AN EFFECTIVE DATE.

Whereas, the City's Information Technology (IT) Department has been providing City staff with Microsoft Office software for over 20 years; and

Whereas, under Microsoft Office 365, the City utilizes email functions in the cloud, which has proven to be a significant improvement by keeping employees connected to interoffice communications regardless of their location; and

Whereas, the IT Department continues to guide employees further into cloud stored work documents to provide better availability, consistency, and security; and

Whereas, the IT Department is now providing Microsoft Office services for 380 City users; and

Whereas, This year's renewal of the Microsoft license will provide:

- 100 user licenses for Office G1 (online versions of Word, Excel, Outlook and PowerPoint).
- 275 user licenses for Office G3 (fully installed Office applications of Word, Excel, PowerPoint, Outlook, Publisher, Access, and OneNote plus the capability of installing these applications on up to five devices).
- 5 user licenses for Office G5 (full suite of installed Office applications, advanced security, compliance, analytics tools).
- Email, email archiving, and e-discovery for all City email accounts.
- SharePoint, which enables protected file storage and document collaboration via PC or any smart device.
- Users can easily share documents with people outside the City Network, if necessary.
- Regular, automatic software updates and upgrades for our server operating systems and two SQL server installations.

Whereas, the annual cost for all licenses, maintenance, and support is \$125,445.23; and

Whereas, the State of Arizona competitively procured the services with Insight Public Sector, Inc., ("Insight") pursuant to Request For Proposal BPM002338 and, based on that RFP,

the Florida Department of Management Services contracted with Insight and created Alternate Contract Source No. 43230000-23-NASPO-ACS; and

Whereas, City will be entering into a piggyback agreement with Insight using the Department of Management Service's Alternate Contract Source No. 4230000-23-NASPO-ACS; and

Whereas, the annual contract runs from September 1, 2026 through August 31, 2027; and

Whereas, the purchase will be made through Insight Public Sector, Inc. with the pricing based on State of Florida Contract # 43230000-23-NASPO—ACS.

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

1. The piggyback agreement with Insight Public Sector, Inc. in the amount of \$125,445.23 for the purchase of software licensing, maintenance, and support services for Microsoft Office using State of Florida Department of Management Service's Alternate Contract Source No. 43230000-23-NASPO-ACS is approved.
2. The City Manager is authorized to enter into the piggyback agreement and any other related documents with Insight Public Sector, Inc.
3. Payment with funds from account 001-1121-513.34-28 is approved.
4. This Resolution 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



PIGGYBACK AGREEMENT FOR INSIGHT PUBLIC SECTOR, INC.

THIS PIGGYBACK AGREEMENT (“Agreement”) is entered into as of the ____ day of ____ 2026, by and between the **City of Temple Terrace** (the “City”), a municipality organized and existing under the Laws of the State of Florida, whose address is 11250 North 56th Street, Temple Terrace, Florida 33617, and **Insight Public Sector, Inc.**, whose address is 13755 Sunrise Valley Dr., Suite 750, Herndon, VA 20171 (“INSIGHT”), collectively the “Parties.”

WHEREAS, Chapter 2004-466, Laws of Florida, as amended by Chapter 2012-239, Laws of Florida, authorizes public bodies operating in Hillsborough County to purchase goods and services from contracts entered into by other federal, state, local governmental entities and certain tax-exempt organizations under the same terms of the Contract submitted to said entity or organization, providing that the contract was procured in compliance with the procuring entity’s or organization’s laws, rules, regulations or ordinances and was issued using full and open competition; and

WHEREAS, the City requires the services of a contractor that can provide **products and services as a reseller for the software and services provided by Microsoft** to the City wherein all reasonably necessary elements required to implement and operate the solution are the responsibility of **INSIGHT**, as further defined in the Agreement; and

WHEREAS, the State of Arizona (“Arizona”) competitively procured the services with **Insight Public Sector, Inc.**, (the “Contractor”) pursuant to **Request For Proposal BPM002338** and, based on that RFP, the **Florida Department of Management Services (“Management Services”)** contracted with the Contractor and created an **Alternate Contract Source No. 43230000-23-NASPO-ACS** (the “Master Contract”); and

WHEREAS, the City and the Contractor have determined that the Master Contract is an acceptable contract upon which the City and the Contractor may establish this Piggyback Agreement; and

WHEREAS, in the Special Contract Conditions Section 6.10 Cooperative Purchasing of the Master Contract, DMS and the Contractor agreed that governmental entities may make purchases under the terms and conditions of the Master Contract.

NOW, THEREFORE, in consideration of the promises contained herein, the Parties hereby agree, as follows:



1. **Recitals.** The above stated recitals are true and correct.
2. **Terms and Conditions; Conflict.** Except as otherwise stated herein, the terms and conditions of the Master Contract shall form the basis of this Piggyback Agreement, with the City having the rights, duties, and obligations of Management Services, thereunder. Contractor hereby agrees to provide such services to the City under the same price(s), terms and conditions as set forth in the Master Contract. A true and correct copy of the Master Contract is attached and made part hereof as **Attachment A**. All references to Management Services in the Master Contract shall be assumed to pertain to and are binding upon the City of Temple Terrace. If any provision of this Piggyback Agreement conflicts with any provision of the Master Contract, then the terms, conditions, and provisions of this Piggyback Agreement shall control.
3. **Term.** Section 3. is amended as follows:

The term of this Agreement shall commence on the date this Piggyback Agreement is entered into by both parties and, unless sooner terminated as stated herein, shall continue until **April 24, 2027**, subject to appropriation of City funding for the then current fiscal year, and pursuant to any renewals between Management Services and the Contractor. The City and Contractor may extend this Piggyback Agreement in accordance with any additional renewal terms, and extensions, between the Management Services and Contractor.

4. **Payment.** Special Contract Conditions, Section 3.3 Payment Invoicing. is replaced to include the City's contact information and PaymentWorks as follows:

Invoices shall be submitted to:

City of Temple Terrace
Attn: Purchasing and Finance Department
11250 N. 56th Street,
Temple Terrace, FL 33617
ap@templeterrace.gov



The City of Temple Terrace uses a company called PaymentWorks to pay all vendors doing business with the City. PaymentWorks vets all vendors before a contract is signed by management and before any transaction can be approved. PaymentWorks does the following for the City:

1. Streamlines vendor verification,
2. Automates vendor onboarding,
3. Optimizes our payables strategy,
4. Indemnifies vendor payments for up to \$2million per transaction, protecting the City and the vendor,
5. Continuously monitors for compliance with state and federal sanctions, W-9's, COI's and bank account changes,
6. Utilizes a token for ACH/EFT processing so the vendors information is protected. The vendor can still choose to be paid by check.

If you are not currently signed up with PaymentWorks, the City is not able to transact business with you. The City can invite you to PaymentWorks if you do not have an account setup. The invitation will come directly from the PaymentWorks software for you to create your own account and provide your EIN, COI, W-9 and banking information, if applicable. You have the option to choose to receive a check for payments. You must be fully onboarded with PaymentWorks before the City signs a contract or orders any items. Please provide the following information for us to invite you to PaymentWorks:

AR/Payment Contact Name: _____
AR/Payment Contact Email: _____

5. **Primary Contacts.** Section 5. Primary Contacts. shall be amended to the following:

City's Contact:

Sally Cabrera
Director of IT
City of Temple Terrace
11250 North 56th Street



Temple Terrace, Florida 33617

Telephone: (813) 506 – 6455

Email: SCabrera@templeterrace.gov

Contractor's Contact:

(Fill in with Insight's contact information)

6. Public Records. Section 8.1.2 Statutory Notice. is amended as follows:

Provider understands and agrees to comply with Florida Public Records Laws of Chapter 119, specifically to a.) Keep and maintain public records required by the City to perform the service, b.) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law, c.) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if the Provider does not transfer the records to the City, d.) Upon completion of the agreement, transfer, at no cost, to the City all public records in possession of the Provider or keep and maintain public records required by the City to perform the service. If the Provider transfers all public records to the City upon completion of the agreement, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the agreement, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If the Entity has questions regarding the application of Chapter 119, Florida Statutes, to the Entity's duty to provide public records relating to this contract, contact the custodian of public records at:



Custodian of Records
City of Temple Terrace
813.506.6440
Legislative@templeterrace.gov
11250 N. 56th Street,
Temple Terrace, FL 33617

7. **Governing Law and Venue.** Section 5.1 in the Special Contract Conditions, is amended as follows:

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. The Contractor hereby submits to venue in Hillsborough County, Florida.

8. **Insurance.** The City shall be named as an additional insured for purposes of insurance where references are made to the University of California.

IN WITNESS THEREOF, the Parties have entered into this Contract by their undersigned officials as duly authorized:

THE CITY OF TEMPLE TERRACE:

SIGNATURE OF AUTHORIZED PERSON: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

INSIGHT PUBLIC SECTOR, INC.:



SIGNATURE OF AUTHORIZED PERSON: _____

PRINT NAME: _____

TITLE: _____

DATE: _____



ATTACHMENT B

ANTI-HUMAN TRAFFICKING AFFIDAVIT

Pursuant to section 787.06(14), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in 787.06 F.S.

Section 787.06, Florida Statutes, defines “Coercion” as:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person, including extortionate extension of credit, loan sharking as defined in F.S. 687.071, or employment contracts that violate the statute of frauds as provided in F.S. 725.01;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of F.S. 893.03 to any person for the purpose of exploitation of that person.

INSIGHT PUBLIC SECTOR, INC., does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Entity Name: _____

Representative/Officers Printed Name: _____

Representative/Officer's Title: _____



Signature: _____ Date: _____



**Alternate Contract Source (ACS)
No. 43230000-23-NASPO-ACS
For
Software Value Added Reseller**

This Alternate Contract Source No. 43230000-23-NASPO-ACS Software Value Added Reseller (Contract), is between the Department of Management Services (Department), an agency of the State of Florida (State), located at 4050 Esplanade Way, Tallahassee, FL 32399 and Insight Public Sector, Inc. (Contractor), located at 13755 Sunrise Valley Dr., Suite 750, Herndon, VA 20171, collectively referred to herein as the “Parties.”

WHEREAS, the Department is authorized by section 287.042(16), Florida Statutes:

To evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined by the Secretary of the Department of Management Services in writing to be cost-effective and the best value to the state, to enter into a written agreement authorizing an agency to make purchases under such contract;

WHEREAS, the State of Arizona, competitively procured Software Value Added Reseller services and executed Contract No. CTR060025, Software Value-Added Reseller (Master Contract), with the Contractor;

WHEREAS, the Secretary evaluated the Master Contract and determined that use of the Master Contract is cost-effective and the best value to the state.

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term and Effective Date.

The Master Contract became effective April 25, 2022, and its term currently ends on April 24, 2027. The Master Contract has two (2) one-year renewals available. The Contract will become effective on March 1, 2023, or on the date signed by all Parties, whichever is later. The Contract will expire on April 24, 2027, unless terminated earlier or renewed in accordance with Exhibit A, Special Contract Conditions.

2. Scope.

This Contract includes the entire scope of the products and services available through the Master Contract, for which Contractor is acting as a reseller for the software and services provided by the applicable software publishers. The Contractor is authorized through the

Alternate Contract Source (ACS)
No. 43230000-23-NASPO-ACS
For
Software Value Added Reseller

Master Contract to act as a reseller for the software and services provided by the software publishers in Category I – General software and Category II – Microsoft-only software per Exhibit C, Price Sheet.

In addition to the services for Category I – General software in Section 2.2.3, Value-Added Services – Mandatory Basic Services of the Master Contract, the Contractor shall offer the services in Section 2.2.4, Value-Added Services – Premium Services of the Master Contract related to the software being purchased, where available, which may be an additional cost.

In addition to the services for Category II – Microsoft-only software in Section 2.3.4, Value-Added Services – Mandatory Basic Services of the Master Contract, the Contractor shall offer the services in Section 2.3.5, Premium Services of the Master Contract related to the software being purchased, where available, which may be an additional cost.

3. Order of Precedence.

This Contract document and the attached exhibits constitute the Contract and the entire understanding of the Parties. Exhibits A, B, and C, and this Contract document constitute the Participating Addendum to the Master Contract and modify or supplement the terms and conditions of the Master Contract. All exhibits listed below are incorporated by reference into, and form part of, this Contract. In the event of a conflict, the following order of precedence shall apply:

- a) This Contract document
- b) Exhibit A: Additional Special Contract Conditions
- c) Exhibit B: Special Contract Conditions
- d) Exhibit C: Price Sheet
- e) Exhibit D: Master Contract (including any amendments made prior to the effective date of this Contract and any subsequent amendments added to this Contract in accordance with the Modifications Section listed below)

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Contract, such citation or reference shall be replaced by the comparable Florida law or regulation.

4. Purchases off this Contract.

Upon execution of this Contract, agencies, as defined in section 287.012, Florida Statutes, may purchase products and services under this Contract. Any entity making a purchase off of this Contract acknowledges and agrees to be bound by the terms and conditions of this Contract. The Contractor shall adhere to the mutually agreed upon terms and conditions included in any contract or purchase order issued pursuant to this Contract.

5. Primary Contacts.

Department's Contract Manager:

**Alternate Contract Source (ACS)
No. 43230000-23-NASPO-ACS
For
Software Value Added Reseller**

Evan McLaughlin
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 487-9847
Email: evan.mclaughlin@dms.fl.gov

Contractor's Contract Manager:

Brittany Dunaway
Insight Public Sector, Inc.
2701 E. Insight Way
Chandler, AZ 85286
480.366.7029
SLEDcontracts@insight.com

6. SVAR Requirements

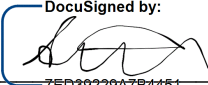
The Contractor shall provide Customers with any requested information pertaining to accessible electronic information and information technology products to assist the Customer's compliance with Chapter 282, Florida Statutes, and rules promulgated therefrom, including Rule Chapter 60-8, Florida Administrative Code.

7. Modifications.

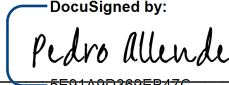
Any amendments to this Contract must be in writing and signed by the Parties. If amendments are made to the Master Contract after the effective date of this Contract, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Contract, enter into a written amendment with the Department reflecting the addition of such amendments to this Contract.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized undersigned officials.

INSIGHT PUBLIC SECTOR, INC.

DocuSigned by:

7ED39229A7B4451...
Scott Friedlander, President
3/20/2023 | 9:57 AM PDT
Date:

DEPARTMENT OF MANAGEMENT SERVICES

DocuSigned by:

8E91A9D369EB47C...
Pedro Allende, Secretary
3/21/2023 | 12:24 PM EDT
Date:



ADDITIONAL SPECIAL CONTRACT CONDITIONS

The Contractor and agencies, as defined in section 287.012, Florida Statutes acknowledge and agree to be bound by the terms and conditions of the Master Contract except as otherwise specified in the Contract, which includes the Special Contract Conditions and these Additional Special Contract Conditions.

- A. Orders: Contractor must be able to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders.
- B. Contractor and Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers: By execution of a Contract, the Contractor acknowledges that it will not be released of its contractual obligations to the Department or state agencies because of any failure of an affiliate, partner, subcontractor, reseller, distributor, or dealer. The Contractor is responsible for ensuring that its affiliates, partners, subcontractors, resellers, distributors, and dealers providing commodities and performing services in furtherance of the Contract do so in compliance with the terms and conditions of the Contract. The Contractor is fully responsible for satisfactory completion of all work performed under the Contract.
- C. Preferred Pricing Affidavit: It is the responsibility of the Contractor to provide a completed Preferred Pricing Affidavit upon Contract execution and annually thereafter throughout the Contract term in accordance with the Special Contract Conditions.
- D. Purchases Prerequisites: Contractor must ensure that entities receiving payment directly from Customers under this Contract must have met the following requirements:
 - Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
 - Be registered in the MFMP Vendor Information Portal (<https://vendor.myfloridamarketplace.com>).
 - Have a current W-9 filed with the Florida Department of Financial Services (<https://flvendor.myfloridacfo.com>)
- E. Punchout Catalog and Electronic Invoicing.
The Contractor is encouraged to provide an MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

Through utilization of the punchout catalog model, a Florida buyer will "punch out" to a supplier's website. Using the search tools on the supplier's Florida punchout catalog site,

the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of Products) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:

- 1) EDI (Electronic Data Interchange)
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.
- 2) PO Flip via AN
This online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

- F. Contract Reporting: The Contractor shall provide the Department the following accurate and complete reports associated with this Contract.

- 1) Contract Quarterly Sales Reports. The Contractor shall submit complete Quarterly Sales Reports to the Department's Contract Manager within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

Reports must be submitted in MS Excel using the DMS Quarterly Sales Report Format, which can be accessed at https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/quarterly_sales_report_format. Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department's Contract Manager. If no orders are received during the quarter, the Contractor must email the DMS Contract Manager confirming there was no activity.

- 2) Certified and Minority Business Enterprises Reports. Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Federal Employer Identification Number of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.
 - 3) Ad Hoc Sales Reports. The Department may require additional Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.
 - 4) MFMP Transaction Fee Reports. The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.
- G. Financial Consequences: The Department reserves the right to impose financial consequences when the Contractor fails to comply with the requirements of the Contract. The following financial consequences will apply for the Contractor's non-performance under the Contract. The Customer and the Contractor may agree to add additional Financial Consequences on an as-needed basis beyond those stated herein to apply to that Customer's resultant contract or purchase order. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the Contractor has failed to comply with the provisions of the Contract. The Contractor and the Department agree that financial consequences for non-performance are an estimate of damages which are difficult to ascertain and are not penalties.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Contract performance and every month or quarter, respectively, thereafter.

Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance /Not Received by the Contract Manager
Contractor will timely submit complete Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	Completed reports are due on or before the 30 th calendar day after the close of each State fiscal quarter	\$250 per day late
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Completed reports are due on or before the 15 th calendar day after the end of each month	\$100 per day late

No favorable action will be considered when Contractor has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that is required under this Contract.

- H. Business Review Meetings: Both the Department and Customer reserve the right to schedule business review meetings, which the Contractor may attend remotely. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:
- a. Contract compliance
 - b. Contract savings (in dollar amount and cost avoidance)
 - c. Spend reports by Customer
 - d. Recommendations for improved compliance and performance
- I. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(24), F.S., and Rule 60A-1.031, Florida Administrative Code, all payments shall be assessed a Transaction Fee of one percent (1.0%), or as may otherwise be established by law, which the vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or submission of required reporting of transactions shall constitute grounds for declaring the Vendor in default.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.

The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.

In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.

(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

13.2 E-Verify.

The Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Department will promptly notify the Contractor and order the immediate termination of the contract between the Contractor and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

- J. Special Contract Conditions additions: the following subsection is added to the Special Contract Conditions:

12.3 Document Inspection.

In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.

SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

Table of Contents

SECTION 1. DEFINITION..... 2

SECTION 2. CONTRACT TERM AND TERMINATION 2

SECTION 3. PAYMENT AND FEES..... 3

SECTION 4. CONTRACT MANAGEMENT..... 4

SECTION 5. COMPLIANCE WITH LAWS..... 6

SECTION 6. MISCELLANEOUS..... 7

SECTION 7. LIABILITY AND INSURANCE..... 9

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL
PROPERTY..... 10

SECTION 9. DATA SECURITY..... 12

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS..... 13

SECTION 11. CONTRACT MONITORING..... 14

SECTION 12. CONTRACT AUDITS..... 15

SECTION 13. BACKGROUND SCREENING AND SECURITY..... 16

SECTION 14. WARRANTY OF CONTRACTOR’S ABILITY TO PERFORM..... 17

In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.

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

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.



City of Temple Terrace, Florida

Quotation: City of Temple Terrace, Florida 2026.07.31
Date: July 31, 2026
Enrollment: 68806253
Contract: STATE OF FLORIDA CONTRACT # 43230000-23-NASPO-ACS
Exp Date: 8/31/2028

Insight Team
DJ McBride
501.505.4707

Customer understands and acknowledges that it is obtaining the software Products directly from Microsoft Corporation and that Insight provides no warranty to Customer covering the Products purchased hereunder. All warranties relating to such Products are granted solely by Microsoft Corporation.

[Microsoft Azure](#) | [Insight Supplemental Billing Terms and Conditions](#) | [Insight](#)



City of Temple Terrace, Florida

Quotation: City of Temple Terrace, Florida 2026.07.31
Date: July 31, 2026
Enrollment: 68806253
Contract: STATE OF FLORIDA CONTRACT # 43230000-23-NASPO-ACS
Program: EA
Year 2 payment

Part Number	Item Name	Quantity	Unit Price	Extended Price
Additional Products				
359-00960	SQL CAL ALNg LSA User CAL	4	\$ 87.77	\$ 351.08
359-00792	SQL CAL ALNg SA Device CAL	1	\$ 37.58	\$ 37.58
228-04433	SQL Server Standard ALNg SA	1	\$ 161.63	\$ 161.63
7NQ-00302	SQL Server Standard Core ALNg LSA 2L	4	\$ 1,506.22	\$ 6,024.88
7NQ-00292	SQL Server Standard Core ALNg SA 2L	2	\$ 645.56	\$ 1,291.12
9EA-00039	Win Server DC Core ALNg LSA 2L	32	\$ 323.47	\$ 10,351.04
9EA-00278	Win Server DC Core ALNg SA 2L	8	\$ 138.65	\$ 1,109.20
9EM-00562	Win Server Standard Core ALNg LSA 2L	140	\$ 50.39	\$ 7,054.60

Annual Total: \$ 26,381.13

Subscription Products

Enterprise Products				
AAA-12414	CCAL Bridge O365 Sub Per User	350	\$ 20.07	\$ 7,024.50
AAA-12414	CCAL Bridge O365 Sub Per User	30	\$ 20.07	\$ 602.10
U4S-00002	O365 G1 GCC Sub Per User	100	\$ 107.03	\$ 10,703.00
AAA-11894	O365 G3 GCC Sub Per User	245	\$ 246.16	\$ 60,309.20
AAA-11894	O365 G3 GCC Sub Per User	30	\$ 246.16	\$ 7,384.80
T2N-00001	O365 G5 GCC Sub Per User	5	\$ 406.70	\$ 2,033.50
Additional Products				
MQN-00001	Entra ID P2 Gov Sub Per User	100	\$ 81.85	\$ 8,185.00
4ES-00001	EOA Exchange Online GCC Sub Per User	100	\$ 28.22	\$ 2,822.00
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	345	\$ -	\$ -

Annual Total \$ 99,064.10

Grand Total: \$ 125,445.23

[Microsoft Azure](#) | [Insight Supplemental Billing Terms and Conditions](#) | [Insight](#)

Item Cover Page

City Council Item Report

Date: August 17, 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: Nicole Donnell, Deputy City Attorney, Robert Staley, Police Chief

Recommendation:

It is recommended that Council adopt Ordinance 1598 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.

Pursuant to Council direction at the August 4th meeting, Section 20-71 of the ordinance

was revised to include a reference to the applicable Florida Statutes, as highlighted in yellow below. As a result of this revision, the ordinance was presented for its first reading and public hearing on August 4th with the second reading and public hearing scheduled for August 17th.

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. The speed zones will be enforced only during the active school zone times set forth in Fla. Stat. 316.1895 and 316.1896.

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. The speed zones will be enforced only during the active school zone times set forth in Fla. Stat. 316.1895 and 316.1896.

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 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



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

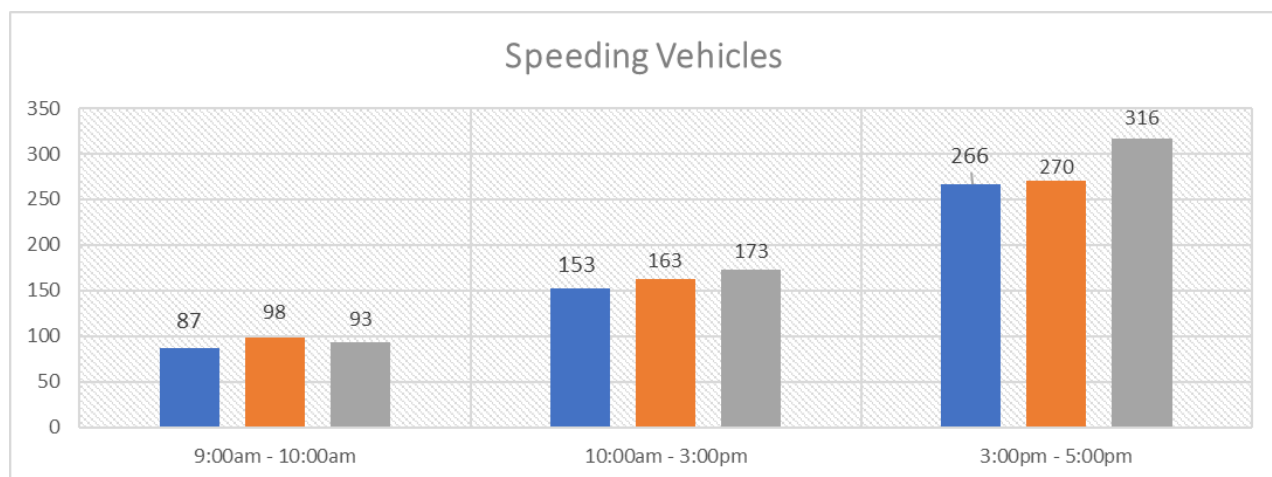
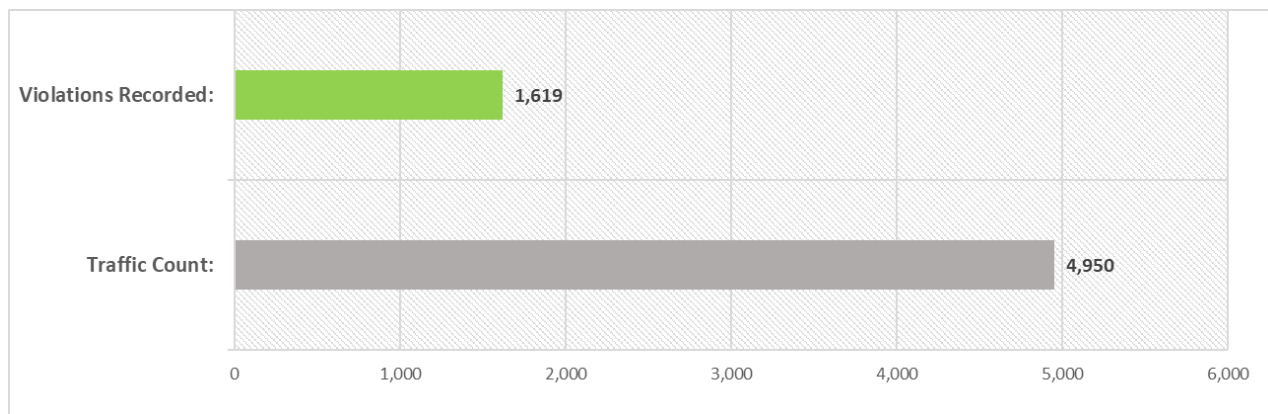
Florida Schools Speed Study

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

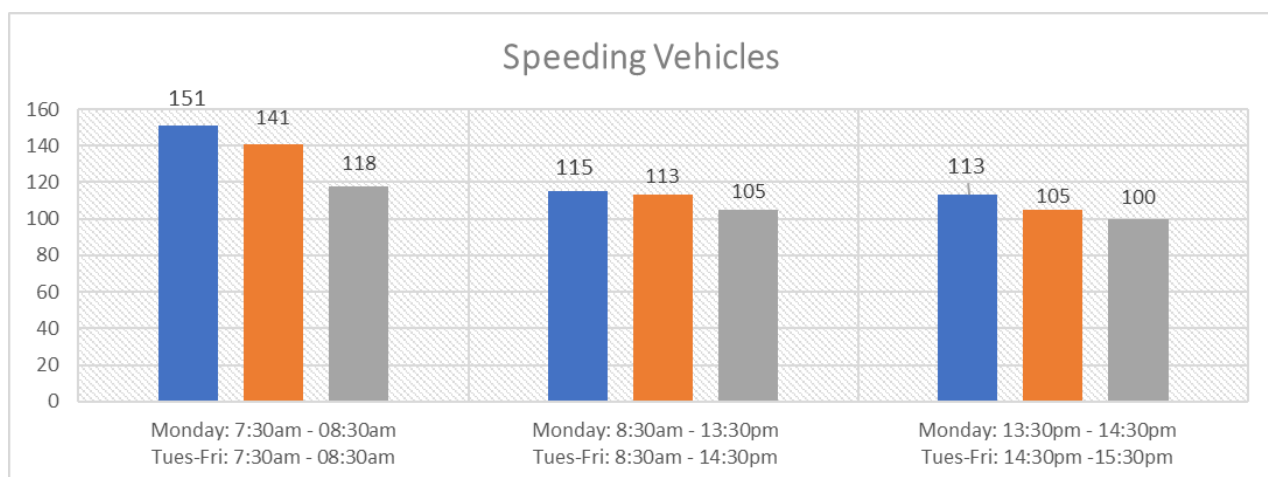
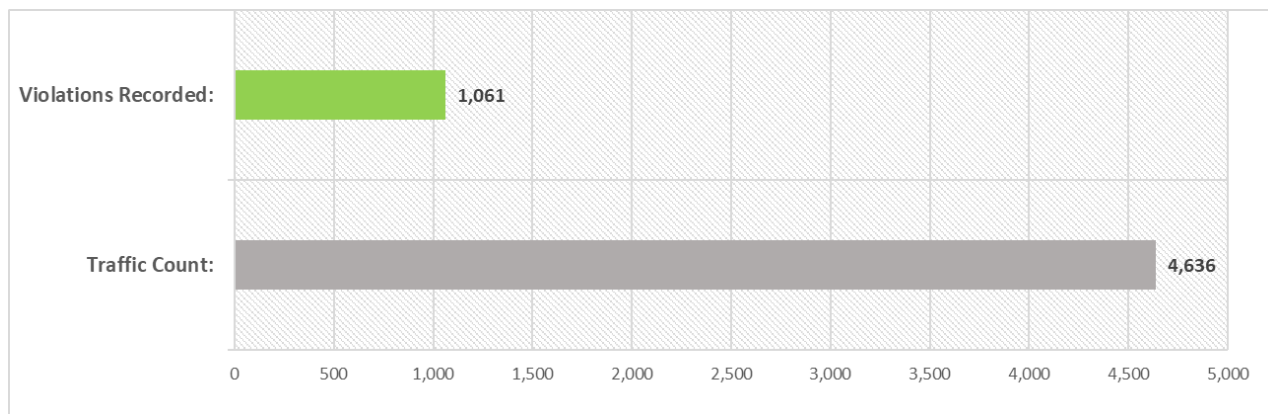
Study Dates	9:00am - 10:00am		10:00am - 3:00pm		3:00pm - 5:00pm		Total Vehicle Count	Total # of Violators	Overall % of Violators
	Vehicle Count	# of Violators	Vehicle Count	# of Violators	Vehicle Count	# of Violators			
2/10/2026	266	87	867	153	506	266	1,639	506	30.87%
2/11/2026	232	98	859	163	514	270	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

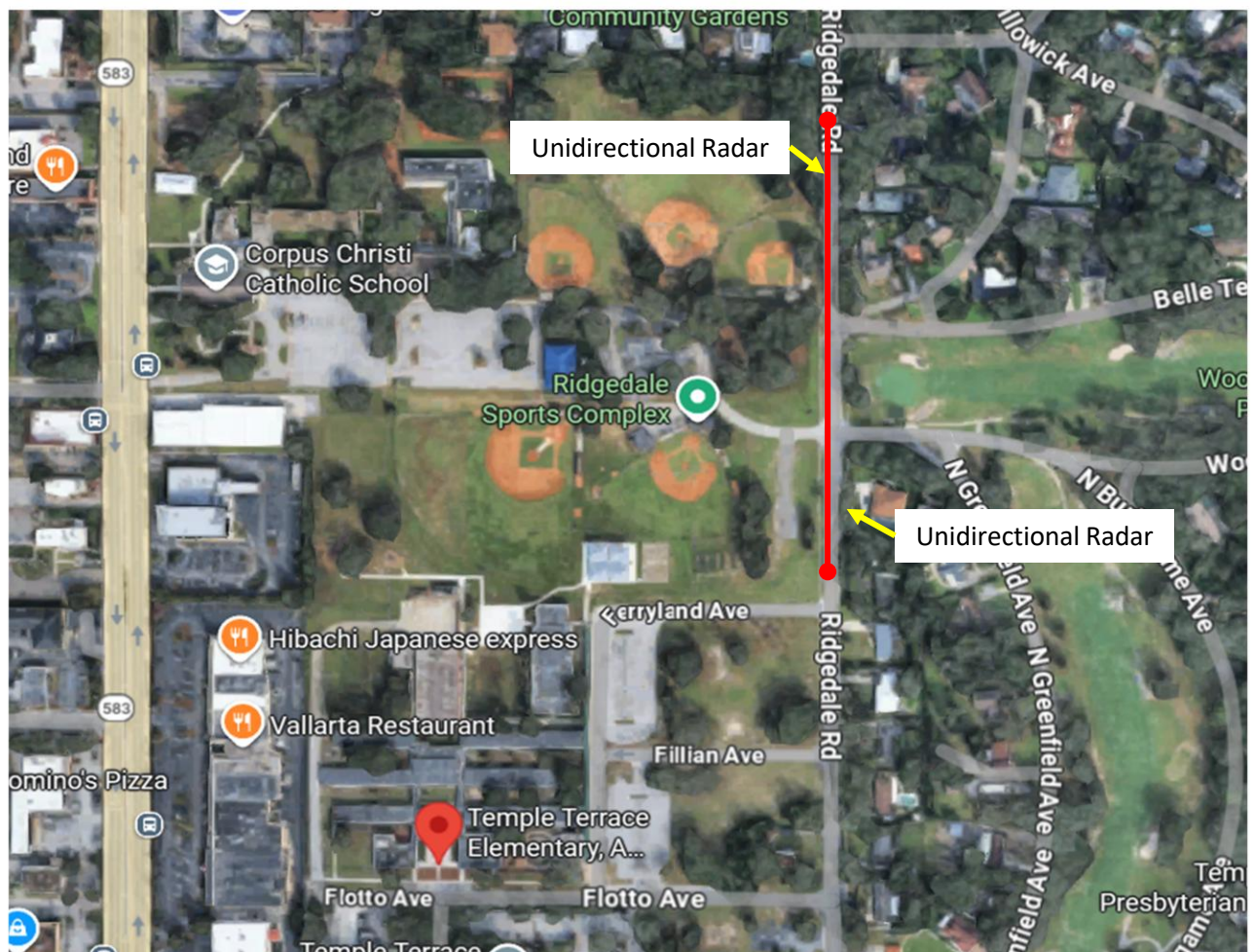


	07:00	08:00	09:00	10:00	11:00	12:00	13:00	14:00	15:00	Total
26+ MPH	189	221	0	0	0	0	0	155	163	728
36+ MPH	0	12	60	79	43	39	70	30	0	333
Total	189	233	60	79	43	39	70	185	163	1,061

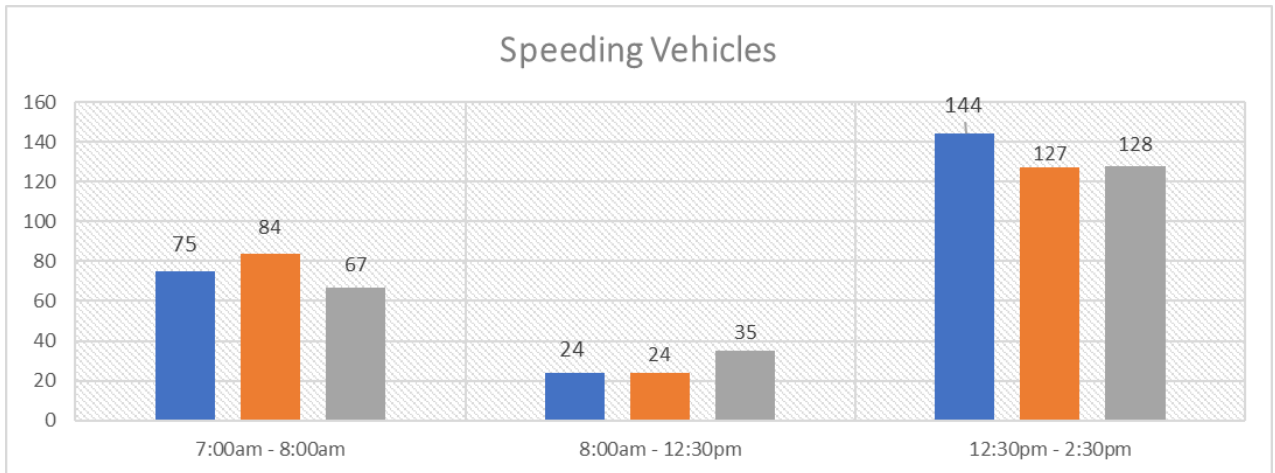
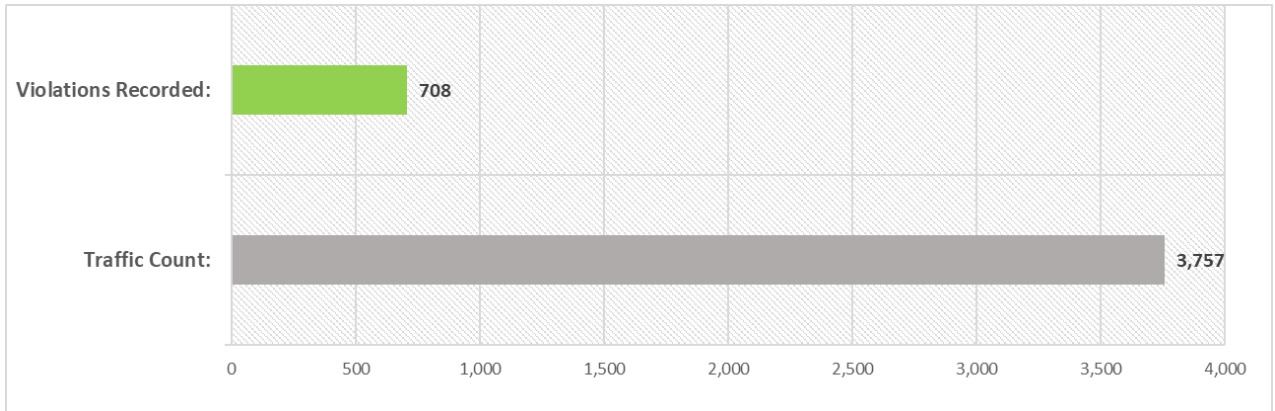
Study Dates	Monday: 7:30am - 08:30am Tues-Fri: 7:30am - 08:30am		Monday: 8:30am - 13:30pm Tues-Fri: 8:30am - 14:30pm		Monday: 13:30pm - 14:30pm Tues-Fri: 14:30pm - 15:30pm		Total Vehicle Count	Total # of Violators	Overall % of Violators
	Vehicle Count	# of Violators	Vehicle Count	# of Violators	Vehicle 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

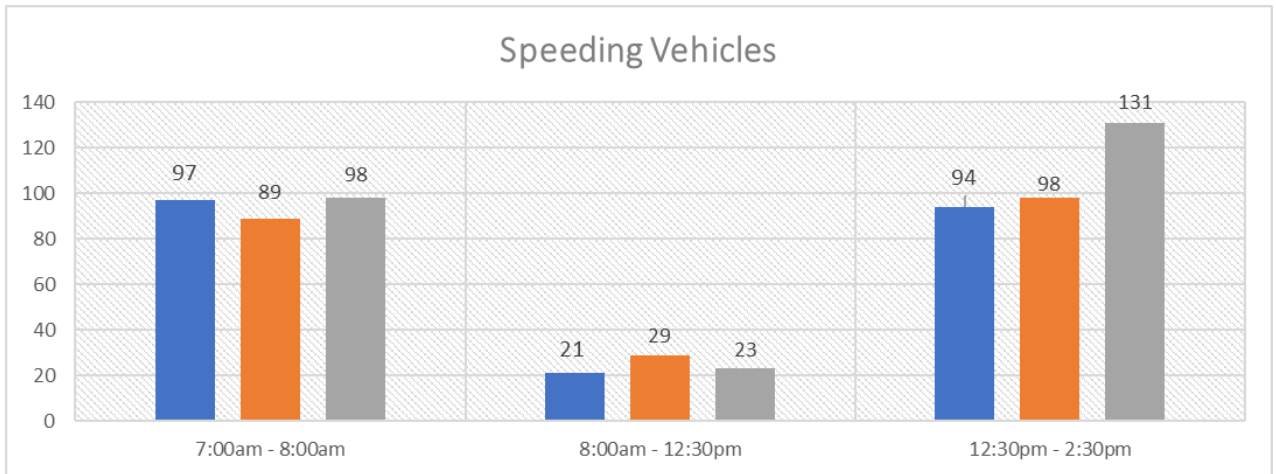
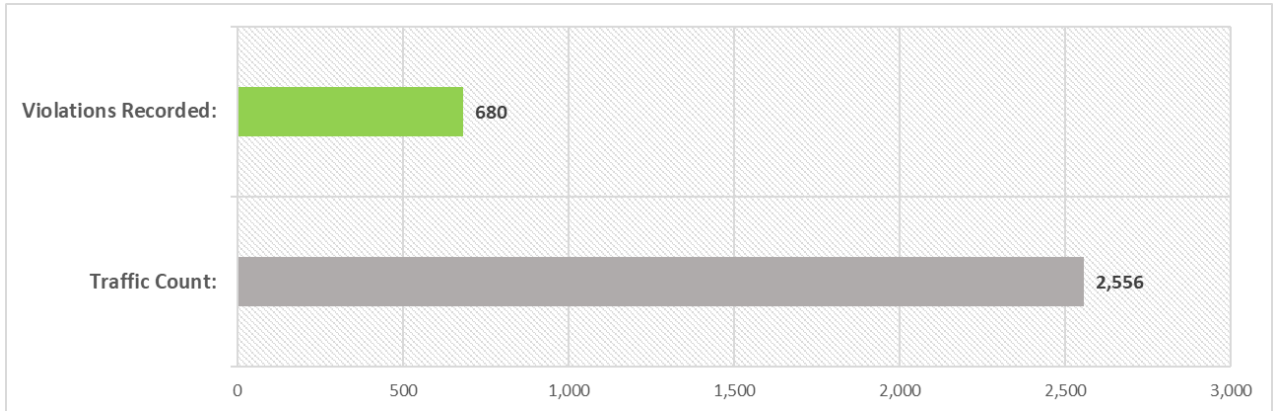
Study Dates	7:00am - 8:00am		8:00am - 12:30pm		12:30pm - 2:30pm		Total Vehicle Count	Total # of Violators	Overall % of Violators
	Vehicle Count	# of Violators	Vehicle Count	# of Violators	Vehicle Count	# of Violators			
2/10/2026	260	75	687	24	324	144	1,271	243	19.12%
2/11/2026	252	84	669	24	312	127	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

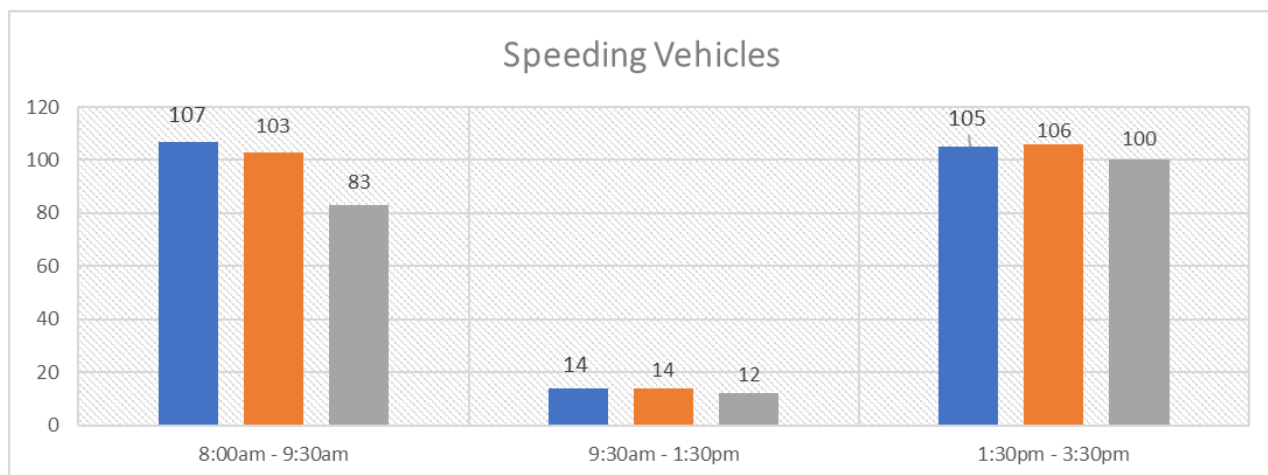
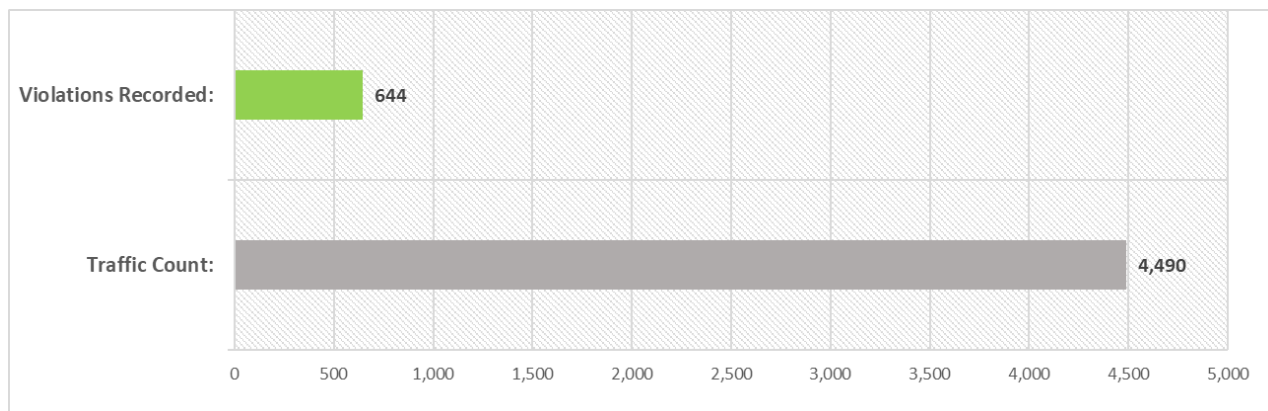
Study Dates	7:00am - 8:00am		8:00am - 12:30pm		12:30pm - 2:30pm		Total Vehicle Count	Total # of Violators	Overall % of Violators
	Vehicle Count	# of Violators	Vehicle Count	# of Violators	Vehicle Count	# of Violators			
2/10/2026	277	97	327	21	222	94	826	212	25.67%
2/11/2026	277	89	321	29	238	98	836	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 17, 2026

From: Jeannie Barlow, Senior Executive Assistant

Item Type: Ordinance

Subject: Public Hearing and Second Reading of Ordinance 1599 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 adoption of ordinance 1599 on second reading.

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 ACCOMODATION 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. Ordinance 1599
2. LDC 26-01 Redline Version
3. LDC-26-01 Planning Commission Review

ORDINANCE 1599

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~~ 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~~ 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;

-
- (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.
-

-
- (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,
-

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

Persons needing assistance reading or interpreting items in this document, free of charge, are encouraged to contact the ADA Coordinator at (813) 582-7366 or ADACoordinator@plancom.org. Plan Hillsborough (the Planning Commission, the Hillsborough MPO, and the Hillsborough River Board) cannot ensure accessibility for items produced by other agencies or organizations.

Se recomienda a las personas que necesiten asistencia gratuita para leer o interpretar los elementos de este documento que se comuniquen con el Coordinador de ADA al (813) 582-7366 o a ADACoordinator@plancom.org. Plan Hillsborough (la Comisión de Planificación, la MPO de Hillsborough y la Junta del Río Hillsborough) no puede garantizar la accesibilidad de los elementos producidos por otras agencias u organizaciones.



**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;

-
- (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.
-

-
- (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,
-

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 17, 2026

From: Alyssa Livingstone, Senior Planner

Item Type: Ordinance

Subject: Public Hearing and Second Reading of Ordinance 1600 Amending Land Development Code Sections 12-40, Definitions, and 12-922, Commercial Vehicle Restrictions in Residential Districts

Presenter: Greg Pauley, Community Development Director

Recommendation:

Staff recommends approval of Ordinance 1600 on the Second Reading

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. Ordinance 1600
2. LDC-25-03 Planning Commission Review
3. LDC-25-03 Business Impact Estimate

ORDINANCE 1600

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

Persons needing assistance reading or interpreting items in this document, free of charge, are encouraged to contact the ADA Coordinator at (813) 582-7366 or ADACoordinator@plancom.org. Plan Hillsborough (the Planning Commission, the Hillsborough MPO, and the Hillsborough River Board) cannot ensure accessibility for items produced by other agencies or organizations.

Se recomienda a las personas que necesiten asistencia gratuita para leer o interpretar los elementos de este documento que se comuniquen con el Coordinador de ADA al (813) 582-7366 o a ADACoordinator@plancom.org. Plan Hillsborough (la Comisión de Planificación, la MPO de Hillsborough y la Junta del Río Hillsborough) no puede garantizar la accesibilidad de los elementos producidos por otras agencias u organizaciones.

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 17, 2026

From: Karmen Pitts, Executive Assistant

Item Type: Ordinance

Subject: Public Hearing and Second Reading of Ordinance 1601 Amending Section 12-834 Drainage Systems

Presenter: Jason Warrenfeltz, Public Works Director

Recommendation:

It is recommended that City Council adopt Ordinance 1601 Amending Section 12-834 Drainage Systems on second reading.

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 following 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.

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 1601
2. Exhibit A - Sec 12-834
3. Business Impact Estimate - Sec 12-834

ORDINANCE 1601

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; and

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 s 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 17, 2026

From: Karmen Pitts, Executive Assistant

Item Type: Ordinance

Subject: Public Hearing and Second Reading of Ordinance 1602 Amending Driveways Regulations

Presenter: Jason Warrenfeltz, Public Works Director

Recommendation:

It is recommended that City Council adopt Ordinance 1602 12-921 Amending Driveways Regulations on second reading.

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 following 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.

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 1602
2. Exhibit A - Sec 12-921
3. Business Impact Estimate - Sec 12-921

ORDINANCE 1602

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.

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; and

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

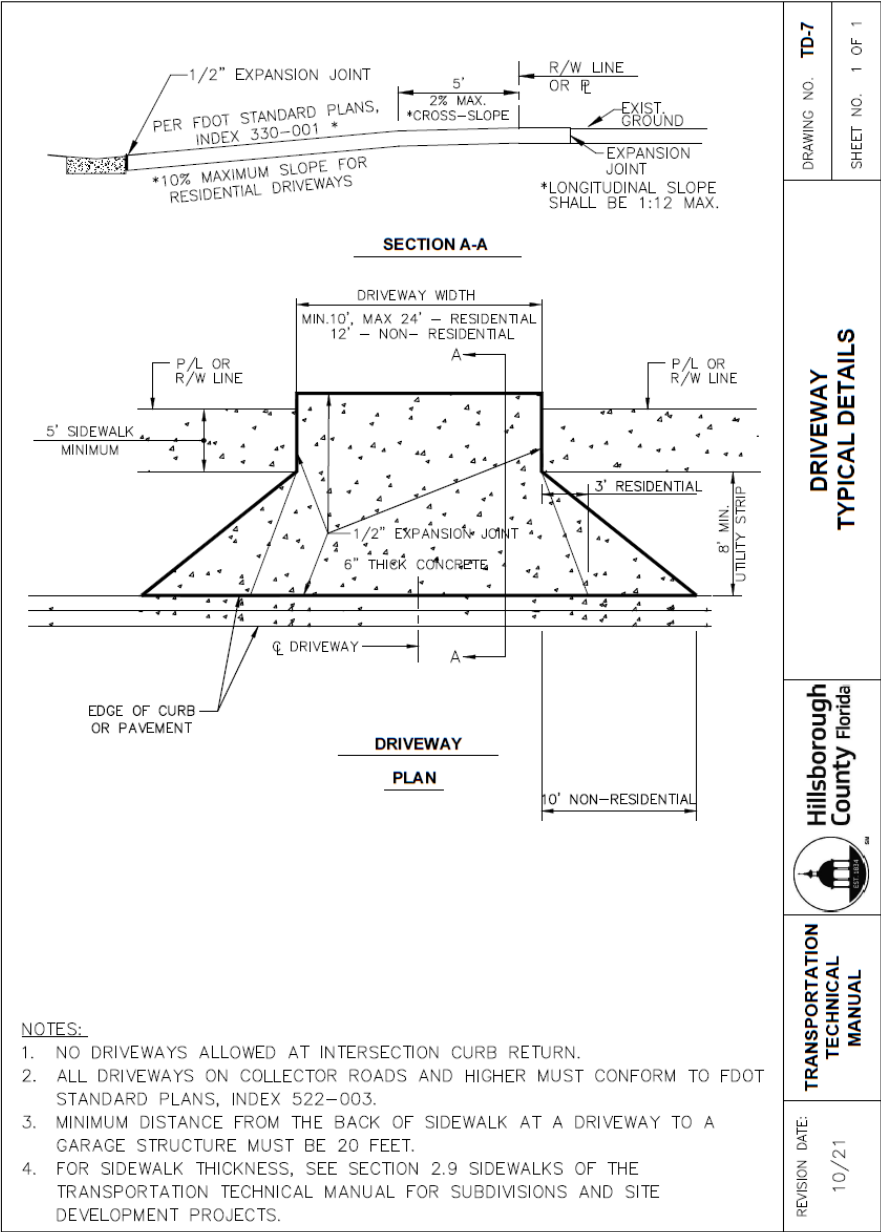
Ernest Mueller
City Attorney

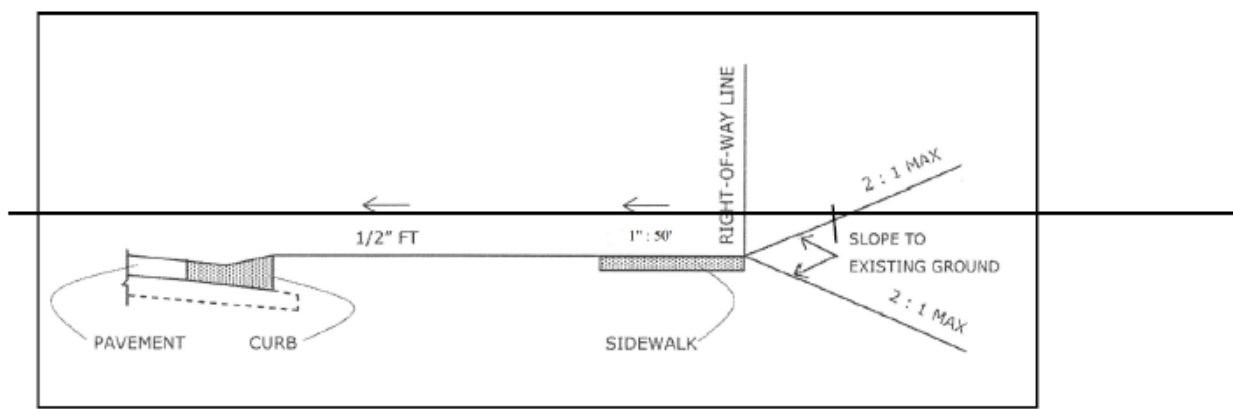
Deletions are indicated as black ~~strikerthrough~~ and additions are indicated in red underline.

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 12-921 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.

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 17, 2026
From: James Ingram, Finance Director
Item Type: Resolution - Budget Amendment
Subject: Resolution Approving Amendment #3 to the Fiscal Year 2026 Budget
Presenter: James Ingram, Finance Director

Recommendation:

Staff recommends that Council adopt a resolution to amend the Fiscal Year 2026 Budget.

Discussion:

At the end of Quarter 3 of Fiscal Year 2026, a few expenditures not included in the adopted Fiscal Year 2026 Budget emerged. Exhibit 1 contains a list of unbudgeted expenditures needing to be added to the Fiscal Year 2026 Budget.

Exhibit 1 details the Purchase Order numbers, vendor, GL account, item or project description, amounts for budget amendment, and revenue accounts or appropriated fund balance account (reserves) funds to balance the budget.

Justification for each budget amendment is provided along with a previous Council resolution to approve the expenditure if applicable.

Resolution/Ordinance Information:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING ADJUSTMENTS TO THE FISCAL YEAR 2026 BUDGET FOR APPROPRIATING AND ALLOCATING FUNDS FOR PROJECT EXPENDITURES AND REVENUES NOT INCLUDED IN THE FISCAL YEAR 2026 ADOPTED BUDGET; DIRECTING THAT THE BUDGET ADJUSTMENT BE PUBLISHED ON THE CITY'S WEBSITE WITHIN FIVE DAYS OF ADOPTION; PROVIDING AN EFFECTIVE DATE.

Appropriation Code:

Requirements:

Resolution

Cost:**Attachments:**

1. Resolution-FY 26 Budget Amendment #3
2. EXHIBIT 1 -FY 2026 BA #3

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING ADJUSTMENTS TO THE FISCAL YEAR 2026 BUDGET FOR APPROPRIATING AND ALLOCATING FUNDS FOR PROJECT EXPENDITURES AND REVENUES NOT INCLUDED IN THE FISCAL YEAR 2026 ADOPTED BUDGET; DIRECTING THAT THE BUDGET ADJUSTMENT BE PUBLISHED ON THE CITY'S WEBSITE WITHIN FIVE DAYS OF ADOPTION; PROVIDING AN EFFECTIVE DATE.

Whereas, the City has received revenue and made expenditures, as set forth in Exhibit 1 attached hereto, that requires adjustments to be made to the fiscal year 2026 budget; and

Whereas, City staff recommends amending the Fiscal Year 2026 budget for unbudgeted expenditures along with related unbudgeted revenues available for Fiscal Year 2026; and

Whereas, a list providing details of the necessary budget adjustments, including the specific accounts being adjusted, is attached hereto as Exhibit 1; and

Whereas, City Council finds it appropriate to make adjustments to the Fiscal Year 2026 budget appropriating and allocating funds and providing for expenditures and revenues as set forth in Exhibits 1 and 2.

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

1. The adjustments to the Fiscal Year 2026 budget for appropriating and allocating funds, for project expenditures and revenues not included in the Fiscal Year 2026 budget, as set forth in Exhibit 1, are hereby approved.
2. In accordance with Section 189.016 Florida Statutes, this budget amendment shall be published on the City's website within five days of adoption.
3. This resolution 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

EXHIBIT 1**FISCAL YEAR 2026 BUDGET AMENDMENT 3 (8/17/26)****CITY OF TEMPLE TERRACE**

OUTSIDE LEGAL SETTLEMENTS				
Type	Vendor	Description	GL Account	Amount
Revenue	N/A	MCEB Settlements	001-0000-354.13-00	\$15,000
Expenditure	Various	Outside Legal Services	001-1050-514.31-12	\$15,000
Justification: Funding to continue outside legal services for purposes related to the General Fund.				
FINALIZE CENTENNIAL PROJECT RESTRICTED FUND				
Type	Vendor	Description	GL Account	Amount
Revenue	N/A	Fund Balance/Restricted	001-0000-389.10-13	\$12,134
Expenditure	Various	Centennial Project Items/Events	001-1021-511.48-91	\$6,274
Expenditure	COTT	Police Overtime	001-1421-521.14-11	\$3,716
Expenditure	COTT	Public Works – Parks Maint Overtime	001-1896-572.14-11	\$211
Expenditure	COTT	Parks & Recreation Overtime	001-1811-572.14-11	\$2,113
TOTAL EXPENDITURE				\$12,134
Justification: FY 2026 Centennial Project expenditure covered by restricted project revenue. Final Budget Adjustment for this project.				

LIFEGUARD ROOM DONATION PROJECT				
Type	Vendor	Description	GL Account	Amount
Revenue	N/A	Lifeguard Room Donation to Parks & Rec	001-0000-366.90-15	\$25,000
Expenditure	John Dubaj	Lifeguard Room Remodel	001-1811-572.64-99	\$25,000
Justification: Donation was provided to Parks and Recreation specifically to complete this project.				

EMERGENCY OPERATIONS CENTER STATE GRANT AND CITY MATCH				
Type	Vendor	Description	GL Account	Amount
Revenue	State of Florida	EOC State Grant	125-0000-334.20-16	\$4,500,00
Revenue	N/A	CIT Fund Reserves	160-0000-389.10-00	\$375,000
TOTAL REVENUE				\$4,875,000
Expenditure	Bandes	EOC Generator Change Order (6/16/26)	160-1521-522.62-00	\$125,100
Expenditure	Bandes	EOC Generator/Contingencies	160-1521-522.62-00	\$249,900
Expenditure	Bandes	EOC Construction – Grant Funded	125-1521-522.62-00	\$4,500,000
TOTAL EXPENDITURE				\$4,875,000
Justification: To budget for Council approved change order, resolution and carry forward previously budgeted State Grant award.				
Resolution 62-26 , approved by City Council on 6/16/26. Change Order on PO 177549 of \$125,100; generator purchase of \$213,400 and additional costs associated with construction and contingencies of \$36,460 for a total project amount of \$375,000. Funding for City share approved from Community Investment Tax.				
NOTE: State has been billed \$1,353,775.19 to date for Grant reimbursement.				

FIREFIGHTER PROTECION GEAR STATE GRANT D2634)				
Type	Vendor	Description	GL Account	Amount
Revenue	State of Florida	Firefighter Protection Gear Grant	125-0000-334.20-20	\$7,358
Expenditure	Ten-8 Fire	Firefighter hoods and gloves	125-1521-522.52-18	\$7,358
Justification: State Grant (D2634). Allows Fire Department to purchase Firefighter hoods and gloves.				

HILLSBOROUGH COUNTY INTERLOCAL AGREEMENT EMS GRANT				
Type	Vendor	Description	GL Account	Amount
Revenue	Hillsborough BOCC	Interlocal Agreement – EMS Grant	125-0000-334.202-00	\$10,110
Expenditure	Bound Tree	First Aid & Safety EMS Supplies	125-1521-522.52-35	\$10,110
Justification: Interlocal agreement with Hillsborough County for EMS supplies.				
Resolution 36-26 for this agreement was approved by Council on 4/7/26.				

FS 1 AND FS2 WIND RETROFIT IMPROVEMENTS				
Type	Vendor	Description	GL Account	Amount
Revenue	State of Florida	Hazard Mitigation Grant Program (HMGP)	125-0000-332.00-00	\$690,214
Revenue	N/A	CIT Fund Reserves	160-0000-389.10-00	\$69,871
TOTAL REVENUE				\$760,085
Type	Vendor	Description	GL Account	Amount
Expenditures	TBD	FS1 and FS2 Wind Retrofit Improvements	160-1521.522.62-41	\$69,871
Expenditures	TBD	FS1 and FS2 Wind Retrofit Improvements	125-1521.522.62-41	\$690,214
TOTAL EXPENDITURE				\$760,085
Justification: Bay doors addition to the Hazard Mitigation Grant received for Fire Station 1 and Fire Station 2. Additional Grant funds of \$690,214 are expected to be received. Required City match funded through CIT reserves is \$69,871.				
Resolution 78-26 for the additional funds was approved by Council on 8/4/26.				

RESIDENTIAL REARLOAD SANITATION TRUCK #18				
Type	Vendor	Description	GL Account	Amount
Revenue	N/A	Sanitation Fund Reserves	480-0000-389.10-00	\$177,831
Expenditure	Nextran	Residential Rearload Sanitation Truck	480-2041-534.64-12	\$177,831
Justification: Two new residential rearload trucks were budgeted for \$600,000. Final total for the two replacements came to \$177,831 after the purchase of the second one. New trucks are needed to replace the ageing fleet, which is experiencing numerous downtimes.				
Resolution 41-26 for the purchase was approved by Council on 4/7/26.				

PARKS AND RECREATION LIFEPAK AED'S

Type	Vendor	Description	GL Account	Amount
Revenue	N/A	Unassigned Fund Balance	001-0000-389.10-13	\$12,721
Expenditure	Cardiac Solutions	Lifepak AEDs for FRC	001-1811-572.52-45	\$12,721
Justification: Public Safety measure to provide 5 Lifepak CR2 AEDs for various locations at the Family Recreation Center.				

WATER AND SEWER UTILITY RATE STUDY				
Type	Vendor	Description	GL Account	Amount
Revenue	N/A	Water & Sewer Utility Fund Reserves	410-0000-389.10-00	\$55,040
Expenditure	Stantec Consulting	Water & Sewer Utility Rate Study	410-1921-533.31-99	\$55,040
Justification: Improvements to the Water & Sewer Utility infrastructure and PFAS remediation efforts will require the City obtaining a Revenue Bond. One of the requirements for such bond is to contract an independent consulting firm to conduct a rate study to determine funding needs.				
Resolution 46-26 for contracting Stantec Consulting to conduct a water and sewer utility rate in connection with obtaining a revenue bond was approved by Council on 4/21/26.				