



City Council Meeting
Temple Terrace, Florida
Tuesday, October 21, 2025
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. 2025 Employee of the Year

5.B. Proclamation - National Friends of Libraries Week

5.C. Proclamation — World Polio Day

6. Presentations

6.A. Centennial Committee Update

7. Board Appointments

7.A. School Support Committee Appointment

8. Consideration of Minutes from Previous Meetings

8.A. Approval of September 16, 2025, City Council Meeting Minutes

9. Public Comment

Persons wishing to be 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 Purchase of Computers and Laptops

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING THE PURCHASE OF NEW DESKTOP AND LAPTOP COMPUTERS IN THE AMOUNT OF \$162,150.95 FROM VTECH IO UNDER STATE CONTRACT 23026 / 43210000-23-NASPO-ACS TO REPLACE ALL 2020 AND OLDER COMPUTERS; PAYMENT TO BE PROVIDED WITH FUNDING FROM ACCOUNT NUMBER 001-1121-513.52-23; PROVIDING AN EFFECTIVE DATE

11.B. Resolution Approving the Continued Designation of Communications International, Inc., to Serve as the Vendor for the Maintenance and Support of the City's Public Safety Radio System

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING THE CONTINUED DESIGNATION OF COMMUNICATIONS INTERNATIONAL, INC. TO SERVE AS THE VENDOR FOR THE MAINTENANCE AND SUPPORT OF THE CITY'S PUBLIC SAFETY RADIO SYSTEM FOR TWELVE MONTHS BEGINNING OCTOBER 1, 2025 AT A COST OF \$65,106.00 UNDER THE HILLSBOROUGH COUNTY SHERIFF'S OFFICE CONTRACT RFP 15-20; APPROVING PAYMENT TO BE MADE FROM ACCOUNT 001-1411-521.46-15; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH COMMUNICATIONS INTERNATIONAL, INC.; PROVIDING AN EFFECTIVE DATE.

11.C. Resolution Approving the Purchase of a Bobcat UW56 from Bobcat of Tampa

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING THE PURCHASE OF A BOBCAT UW56 FROM BOBCAT OF TAMPA, UNDER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT FSA23-EQU21.0 EQUIPMENT, IN THE AMOUNT OF \$97,534.94; APPROVING PAYMENT FROM THE MACHINERY AND EQUIPMENT GENERAL FUND; PROVIDING AN EFFECTIVE DATE.

11.D. Resolution Approving the Purchase of a Ditch Witch Vacuum Excavator

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING THE PURCHASE OF A DITCH WITCH VACUUM EXCAVATOR FROM THE CHARLES MACHINE WORKS, INC., UTILIZING THE SOURCEWELL CONTRACT 110421-CMW, IN THE AMOUNT OF \$95,303.15; APPROVING PAYMENT FROM THE MACHINERY AND EQUIPMENT GENERAL FUND; PROVIDING AN EFFECTIVE DATE.

11.E. Resolution Approving the Purchase of a 2026 Freightliner Truck

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING THE PURCHASE OF A 2026

FREIGHTLINER PUMP TRUCK FROM ENVIRONMENTAL PRODUCTS GROUP INC.; THROUGH A PIGGYBACK CONTRACT WITH THE CITY OF TALLAHASSEE, A FLORIDA MUNICIPAL CORPORATION, CONTRACT NUMBER 3708, IN THE AMOUNT OF \$247,377.00; APPROVING PAYMENT FROM THE WATER AND SEWER UTILITIES FUND; PROVIDING AN EFFECTIVE DATE.

11.F. Resolution Approving the Purchase of a Sidewalk Grinder

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING THE PURCHASE OF A SIDEWALK GRINDER FROM SHERWIN INDUSTRIES, INC., UTILIZING SOURCEWELL CONTRACT 110122 SWN, IN THE AMOUNT OF \$53,265.25; APPROVING PAYMENT FROM THE STREET IMPROVEMENT FUND; PROVIDING AN EFFECTIVE DATE.

11.G. Resolution Approving the Purchase of Three 2025 Ford Interceptor Criminal Investigation Utility Vehicles

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING THE PURCHASE OF THREE (3) 2025 FORD POLICE INTERCEPTOR UTILITY VEHICLES FROM BARTOW FORD, UNDER THE PASCO COUNTY CONTRACT BID NO. IFB-RR-21-042, IN THE AMOUNT OF \$129,201.75, WHICH INCLUDES THE INSTALLATION OF EMERGENCY LIGHTS, SIREN CONTROLLER, AND OTHER NECESSARY EQUIPMENT TO OUTFIT THE POLICE VEHICLES; APPROVING PAYMENT FOR THE THREE VEHICLES FROM ACCOUNT 160-1431-521.64-11; PROVIDING AN EFFECTIVE DATE.

11.H. Resolution Approving the Purchase of a 2026 Mac Terra Pro Cabover

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING THE PURCHASE OF A 2026 MAC TERRA PRO CABOVER, FROM NEXTRAN TRUCK CENTERS, UTILIZING FLORIDA SHERIFFS ASSOCIATION CONTRACT NUMBER FSA25-VEH23.5, IN THE AMOUNT OF \$387,649.73; APPROVING PAYMENT FROM THE SANITATION SERVICES FUND AND THE SANITATION FUND RESERVES; PROVIDING AN EFFECTIVE DATE.

11.I. Resolution Approving Extending the Interlocal Agreement with Safe and Sound Hillsborough

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING EXTENDING THE INTERLOCAL AGREEMENT BETWEEN SAFE AND SOUND HILLSBOROUGH COLLABORATIVE AND THE CITY OF TEMPLE TERRACE FROM OCTOBER 1, 2025 UNTIL SEPTEMBER 30, 2028, AUTHORIZING THE EXPENDITURE OF \$5,274 OVER THE NEXT THREE (3) YEARS, AND PROVIDING IN-KIND SUPPORT AS DELINEATED IN THE INTERLOCAL AGREEMENT; PAYMENT TO BE PROVIDED WITH FUNDS FROM ACCOUNT 001-1021-511.54-11; PROVIDING AN EFFECTIVE DATE

11.J. Resolution Approving the Purchase of a Mini Excavator

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING THE PURCHASE OF A MINI EXCAVATOR FROM GREAT SOUTHERN EQUIPMENT (GSE), UTILIZING

SOURCEWELL CONTRACT 011723 HTI, IN THE AMOUNT OF \$37,862.29; APPROVING PAYMENT FROM THE WATER AND SEWER UTILITIES FUND RESERVES; PROVIDING AN EFFECTIVE DATE.

- 11.K. Resolution Approving a Public Emergency Transportation Letter of Agreement with the State of Florida Agency For Health Care and Administration
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING THE PUBLIC EMERGENCY MEDICAL TRANSPORTATION LETTER OF AGREEMENT BETWEEN THE STATE OF FLORIDA, AGENCY FOR HEALTH CARE AND ADMINISTRATION AND THE CITY OF TEMPLE TERRACE FIRE DEPARTMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE LETTER OF AGREEMENT; APPROVING THE AMOUNT OF \$238,063.75 PAYABLE TO THE AGENCY FOR HEALTH CARE AND ADMINISTRATION TO BE PAID FROM THE GENERAL FUND EMS ACCOUNT; PROVIDING AN EFFECTIVE DATE.

12. Public Hearings, Ordinances, and Resolutions

- 12.A. Resolution Approving the Purchase of Three 2025 Ford Interceptor Police Patrol Utility Vehicles
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING THE PURCHASE OF THREE (3) 2024 FORD POLICE INTERCEPTOR UTILITY POLICE VEHICLES FROM BARTOW FORD, UNDER THE PASCO COUNTY CONTRACT BID NO. IFB-RR-21-042, IN THE AMOUNT OF \$185,898.09, WHICH INCLUDES THE INSTALLATION OF EMERGENCY LIGHTS, VINYL GRAPHICS AND OTHER NECESSARY EQUIPMENT TO MARK AND OUTFIT THE POLICE VEHICLES; APPROVING PAYMENT FOR THE THREE (3) VEHICLES FROM ACCOUNT 160-1421-521.64-11; APPROVING THE DISPOSAL AND SALE OF THE REPLACED VEHICLES; PROVIDING AN EFFECTIVE DATE.
- 12.B. Resolution Approving Final Site Plan SPR-25-03 for Hawkins Parking Lot Expansion located at 7601 Industrial Lane.
A RESOLUTION OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING SITE PLAN REVIEW APPLICATION SPR-25-03 FOR 3.225 ± ACRES OF PROPERTY, LOCATED EAST OF INDUSTRIAL LANE AND NORTH OF NORTH OF INDUSTRIAL DRIVE, WITH FOLIO NUMBER 038252-0179, ADDRESSED AS 7601 INDUSTRIAL LANE, TO ALLOW FOR THE AFTER-THE-FACT PERMITTING OF A 25,000 SQUARE FOOT PARKING LOT EXPANSION AND IMPROVEMENT, SUBJECT TO ANY CONDITIONS OF APPROVAL; PROVIDING FOR CORRECTION OF TYPOGRAPHICAL ERRORS; REPEALING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING AN EFFECTIVE DATE.
- 12.C. First Public Hearing and First Reading of an Ordinance Amending the Comprehensive Plan Future Land Use Map Designation for 5416 and 5418 Rainbow Drive (CPA -24-01).
AN ORDINANCE OF THE CITY OF TEMPLE TERRACE, FLORIDA, AMENDING THE “IMAGINE 2040: TEMPLE TERRACE COMPREHENSIVE PLAN” FUTURE LAND USE MAP FOR TWO PARCELS OF LAND

LOCATED WEST OF N. 56th STREET AND NORTH OF RIDGEWAY ROAD, ADDRESSED AS 5416 RAINBOW DRIVE AND 5418 RAINBOW DRIVE AND TOTALING 0.42± ACRES; BY CHANGING THE FUTURE LAND USE DESIGNATION ON SAID PROPERTY FROM RESIDENTIAL-4 (RES-4) TO COMMERCIAL (C) FOR CPA-24-01 (TT/CPA-24-01); PROVIDING FOR AMENDMENT OF THE OFFICIAL FUTURE LAND USE MAP OF THE CITY; PROVIDING FOR SEVERABILITY AND FOR CORRECTION OF TYPOGRAPHICAL ERRORS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE

- 12.D. First Public Hearing and First Reading of an Ordinance to Rezone 5416 and 5418 Rainbow Drive (RZP-24-03) from Residential-10 (R-10) to Commercial General (CG).

AN ORDINANCE OF THE CITY OF TEMPLE TERRACE, FLORIDA, REZONING TWO PARCELS OF LAND LOCATED WEST OF N. 56th STREET AND NORTH OF RIDGEWAY ROAD, ADDRESSED AS 5416 RAINBOW DRIVE AND 5418 RAINBOW DRIVE TOTALING 0.42± ACRES, LEGALLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; BY CHANGING THE ZONING ATLAS MAP DESIGNATION ON SAID PROPERTY FROM ZONING CLASSIFICATION RESIDENTIAL-10 (R-10) TO COMMERCIAL GENERAL (C-G) FOR RZP-24-03; PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING ATLAS MAP OF THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CORRECTION OF TYPOGRAPHICAL ERRORS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.

- 12.E. Resolution Approving Conditional Use CU-25-05 Proposing Parking Lot Expansion and Placement of Accessory Structure.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING A CONDITIONAL USE APPLICATION (CU-25-01) FOR AN ACCESSORY PARKING LOT AND ACCESSORY STRUCTURE ADDRESSED AS 8448 N. 56th STREET, 5416 RAINBOW DRIVE, AND 5418 RAINBOW DRIVE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CORRECTION OF TYPOGRAPHICAL ERRORS; REPEALING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HERewith; 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, beginnings 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: October 21, 2025
From: Jeannie Barlow, Senior Executive Assistant
Item Type: Recognitions/Proclamations
Subject: 2025 Employee of the Year
Presenter: Mayor Andy Ross

Recommendation:

Discussion:

Jamie is a critical employee for the Finance Department due to her vast experience and City knowledge. There are several examples of her performing above and beyond the Finance standard operations and her main assigned regular duties. Anytime an issue arises, she is one of the first employees to jump into action to help solve it appropriately.

Jamie is skilled in turning theory into action. She is capable of organizing her thoughts and outside information into actionable goals and processes. Jamie is properly analytical, capable, competent, hands-on, perceptive, self-confident, responsive and trustworthy. She has built very good relationships with her direct reports and others and she openly shares her knowledge and abilities to benefit every department in the City. These relationships help Finance to achieve faster, and better, results on projects.

Payroll - When the City experienced the loss of the employee who processed payroll, Jamie jumped into action to ensure all employees were paid on time. She back-tracked through the process, documented all necessary steps, and confirmed all employees and vendors were paid correctly. Jamie created processes, procedures and checklists to train additional Finance employees so the City will always have someone who can be successful in processing payroll. Jamie coordinated with Human Resources to ensure all steps were properly handled by the correct department.

Business Tax Receipts- Jamie was critical in evaluating and updating the ordinance for the City. She also contributed to the selection of a new software to better serve the City to track and collect annual funds for Business Tax. She spent several hours helping to create the database for the new software.

PaymentWorks - Jamie was integral in the evaluation and selection of a software for the

City to better vet vendors, and keep their W-9's and certificate of liability insurance updated annually. This project protects the financial interest of the City and the vendors by severely decreasing the possibility of fraud. She worked with the vendor and PNC bank to create an updated NA CHA file for transmission of ACH/EFT payments directly from PaymentWorks to PNC. This was a highly technical and difficult task.

Enterprise Resource Planning System (ERP) - Jamie has been critical to the team in researching, putting in tickets, and trouble-shooting for us to get our work done correctly. She also attended every demonstration for a new ERP system. She evaluated all aspects of the proposals we received and was an important voice in the final selection.

Grants/FEMA Support - Jamie holds an extremely large amount of vital information on proper handling of grants, particularly FEMA, so we can achieve maximum reimbursement. She partners with the Grants Administrator to ensure all documentation is complete and accurate.

Congratulations to Jamie for being selected as the 2025 City of Temple Terrace Employee of the Year.

Resolution/Ordinance Information:

Appropriation Code:

Requirements:

Cost:

Attachments:

1. Employee of the Year 2025 Proclamation

PROCLAMATION



TEMPLE TERRACE

Amazing City. Since 1925.

WHEREAS, the success of the City of Temple Terrace is built upon the tireless efforts and exceptional dedication of its employees; and

WHEREAS, a city's finance department is crucial for sound fiscal management, accountability, and operational efficiency through handling all financial aspects like accounting, budgeting, and payroll; and

WHEREAS, within the Finance Department, Finance Operations Manager Jamie Deve has demonstrated outstanding performance, unwavering commitment, an exemplary work ethic and a willingness to help her fellow co-workers; and

WHEREAS, Jamie is skilled in turning theory into action by organizing her thoughts and outside information into actionable goals and processes; and

WHEREAS, Jamie has been crucial in creating processes and procedures in payroll, revising a City ordinance for business tax receipts and creating the database for the new software program, selecting a cloud-based vendor and payee onboarding and management platform to help streamline and secure vendor information, trouble-shooting the City's current integrated management system and assisting in the selection of a new system, and working with the City's Grant Administrator to process the City's grants, particularly FEMA, in order to achieve maximum reimbursement; and

WHEREAS, Jamie is highly regarded by her colleagues for her knowledge and integrity and is always willing and available to lend her professional expertise in resolving any problems and doing what is needed to finish a project; and

WHEREAS, not only does Jamie have a wealth of financial knowledge, but her many other talents also include event planning and, when asked, she is always willing to help out with any City event from initial concept to final execution; and

WHEREAS, despite the demands of her position, Jamie always displays a friendly and approachable nature which has made her a pleasure to work with and has endeared her to her colleagues.

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

2025 City of Temple Terrace Employee of the Year



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 21st day of October, 2025.

X

Andrew Ross
Mayor

Item Cover Page

City Council Item Report

Date: October 21, 2025
From: Karl Langefeld, Leisure Services Director
Item Type: Recognitions/Proclamations
Subject: Proclamation - National Friends of Libraries Week
Presenter: Andy Ross, Mayor

Recommendation:

Discussion:

A presentation of a proclamation for National Friends of Libraries Week to be received by Michelle Beynon, Vice President of Friends of the Library.

Resolution/Ordinance Information:

Appropriation Code:

Requirements:

Cost:

Attachments:

1. Friends of Libraries Week 2025 Proclamation

PROCLAMATION



TEMPLE TERRACE

Amazing City. Since 1925.

WHEREAS, Friends of the Temple Terrace Public Library raise money that enables our library to move from good to great -- providing the resources for additional programming, much needed equipment, support for children's summer reading, and special events throughout the year; and

WHEREAS, the work of the Friends highlights on an on-going basis the fact that our library is the cornerstone of the community providing opportunities for all to engage in the joy of life-long learning and connect with the thoughts and ideas of others from ages past to the present; and

WHEREAS, the Friends understand the critical importance of well funded libraries and advocate to ensure that our library gets the resources it needs to provide a wide variety of services to all ages including access to print and electronic materials, along with expert assistance in research, readers' advisory, and children's services; and

WHEREAS, the Friends' gift of their time and commitment to the library sets an example for all in how volunteerism leads to positive civic engagement and the betterment of our community;

NOW, THEREFORE, I, ANDREW ROSS, by virtue of the authority vested in me as Mayor of the City of Temple Terrace, Florida, do hereby set aside the week of October 19 – 25, 2025 as

Friends of Libraries Week

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 21st day of October, 2025

X

Andrew Ross
Mayor



Item Cover Page

City Council Item Report

Date: October 21, 2025
From: Margaret Persell, Administrative Assistant III
Item Type: Recognitions/Proclamations
Subject: Proclamation — World Polio Day
Presenter: Andy Ross, Mayor

Recommendation:

Discussion:

Resolution/Ordinance Information:

Appropriation Code:

Requirements:

Cost:

Attachments:

1. World Polio Day Proclamation 2025

PROCLAMATION



TEMPLE TERRACE

Amazing City. Since 1925.

WHEREAS, Rotary is a global network of 1.2 million neighbors, friends, leaders, and problem-solvers who unite and take action to create lasting change in communities across the globe; and

WHEREAS, the Rotary motto, Service Above Self, inspires members to provide humanitarian service, follow high ethical standards, and promote goodwill and peace in the world; and

WHEREAS, Rotary in 1985 launched PolioPlus and in 1988 helped establish the Global Polio Eradication Initiative, which today includes the World Health Organization, U.S. Centers for Disease Control and Prevention, UNICEF, and the Bill & Melinda Gates Foundation, to immunize the children of the world against polio; and

WHEREAS, polio cases have dropped by 99.9 percent since 1988 and the world stands on the threshold of eradicating the disease; and

WHEREAS, to date, Rotary has contributed more than US\$1.9 billion and countless volunteer hours to protecting more than 2.5 billion children in 122 countries; and

WHEREAS, Rotary is working to raise an additional \$50 million per year, which would be leveraged for maximum impact by an additional \$100 million annually from the Bill & Melinda Gates Foundation; and

WHEREAS, these efforts are providing much-needed operational support, medical staff, laboratory equipment, and educational materials for health workers and parents; and

WHEREAS, in addition, Rotary has played a major role in decisions by donor governments to contribute more than \$8 billion to the effort; and

WHEREAS, there are over 1,600 Rotary members in more than 35 clubs throughout District 6890 that sponsor service projects to address such critical issues as poverty, disease, hunger, illiteracy, and the environment in their local communities and abroad;

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 October 24, 2025 as

World Polio Day

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 21st day of October 2025



X

Andrew Ross
Mayor

Item Cover Page

City Council Item Report

Date: October 21, 2025
From: Cori Collins, Parks & Recreation Division Director
Item Type: Presentations
Subject: Centennial Committee Update
Presenter: Nancy Hutson

Recommendation:

Discussion:

Centennial Committee Events Update

Resolution/Ordinance Information:

Appropriation Code:

Requirements:

Cost:

Attachments:

None

Item Cover Page

City Council Item Report

Date: October 21, 2025
From: Margaret Persell, Administrative Assistant III
Item Type: Board Appointments
Subject: School Support Committee Appointment
Presenter: Andy Ross, Mayor

Recommendation:

Consideration of one appointment to the School Support Committee to fill a vacancy for a term extending from September 6, 2025 until September 6, 2028.

Discussion:

There is one vacancy on the School Support Committee for a term extending from September 6, 2025 until September 6, 2028. 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 Christina Paul.

Resolution/Ordinance Information:

Appropriation Code:

Requirements:

Cost:

Attachments:

1. Board-Application 2025 Christina Paul



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

Application is for:

- ☐ New Appointment
- ☐ If you currently serve on a City Board or Committee, please state which Board(s):
Serving as Chair for the School Support Committee

- ☐ Have you previously served on a City Board or Committee (if yes, include years you served)?
2022-Current

PERSONAL CONTACT INFORMATION:

Name: Christina Paul E-mail Address: cmpaul518@gmail.com

Residential Address: 408 Berwick Avenue Temple Terrace

Telephone Number: 813 368 4150 Cell Number: _____

EMPLOYMENT:

Employer: _____ How Long: _____

Title/Occupation: Non-profit work

Work Phone Number: _____

Professional Qualifications and/or Work Experience:

Food and Beverage Director at the Guyan Golf and Country Club, managing a 20 person staff
one restaurant and two bars. Strong knowledge of scheduling, inventory, and staff management
and non-profit organizations. Qdoba Restaurant Manager, managing events and catering for
groups.

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

I strongly believe in teamwork and as a Director/Manager of multiple I had the ability to
strong teams with little to no turn over. I also am great at problem-solving because not
impossible we just have to find a way and when you have a good team in place that makes
process smoother. I am so thankful for the group we have serving the committee now.
Attended a Womens Club class on parliamentary procedure.

Community Activities/Memberships:

Temple Terrace Arts Council I chair committees helping to bring new opportunities for art
and education. Currently I have a program with the TT Family Recreation Complex and am proud to
found my own non-profit with a focus on art education for children. I have served PTA boards and continue to
serve where I can. I have also been sponsored to become apart of the
Women's club, where I help with events.

Educational Background:

I have a Bachelors degree with a minor in studio art and a background in education. While I do not
teach in a school classroom, I have spent a lot of time in classrooms and working around
other educators.

Indicate reasons for desiring to serve:

~~I would like to continue my work to make the School Support Committee as efficient and helpful as possible. We started with the new Mission Statement and adding schools to the grant process, or plan a continuation of creating a Rules and Procedure so when the next person comes into serve in we will have strong instructions for how the Committee works.~~

How long have you been a resident of Temple Terrace? 8 years

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

- ☐ Race: Asian/Pacific Islander
- ☐ Gender: female
- ☐ Disability: no
- ☐ Prefer not to say: _____

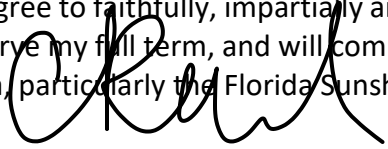
A resume or separate sheet with additional information may be included.

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:  Date: 8/28/25

Item Cover Page

City Council Item Report

Date: October 21, 2025
From: Lynda Sader, City Clerk
Item Type: Minutes
Subject: Approval of September 16, 2025, City Council Meeting Minutes
Presenter: Andy Ross, Mayor

Recommendation:

Recommend approval of the minutes.

Discussion:

Resolution/Ordinance Information:

Appropriation Code:

Requirements:

Motion

Cost:

Attachments:

1. 9-16-2025 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, September 16, 2025, 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 Pro Tempore City Attorney Pam Cichon.

Absent was: None.

Also present were: Police Chief Rob Staley, Leisure Services Director Karl Langefeld, Finance Director Jim Ingram, Community Development Director Greg Pauley, Code Compliance Director Jack Shanks, IT Director Sally Cabrera, Public Works Director Jason Warrenfeltz, Deputy Director Community Development Marisa Robinson, Fire Chief Ian Kemp, Assistant City Manager/Human Resources Director Antonio Nazario, Finance Deputy Director Jennifer Newman and several others.

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

Historic Fact

Council Member Kravets presented the following historical fact noting that this was his opinion and not legal advice.

Temple Terrace's First Bond Issue (1925). Temple Terrace incorporated May 28, 1925, during Florida land boom. Developers promised Mediterranean Revival homes and world's largest orange grove but had only basic infrastructure (single well, minimal sewers).

The City passed Ordinance No. 1 (September 1925) calling for October 3 election to issue bonds for municipal water/electric systems - essentially taking over failing developer infrastructure.

Council Member Kravets noted his following key points:

- Ordinance followed best legal practices: strict infrastructure limits, public vote requirement, transparent timeline
- 1926: Florida land boom collapsed, developer went bankrupt
- Promised Mediterranean villas never materialized (only ~30 homes built)
- City forced to assume control of parks, golf course, water system from failed developer

- Infrastructure debt meant for thousands fell on handful of actual residents
- 1925 water bond struggled - no tax base, dependent on developer promises that failed
- Later sewer bonds succeeded - established tax base existed
- Infrastructure bonds need actual development, not speculative projections

Council Member Kravets added today's PFAS bond benefits from 100 years of established growth and real tax base, unlike 1925's reliance on developer promises. His opinion is it was learned: match debt to existing capacity, not promised development. The 1925 bond teaches us that developer projections and municipal reality often diverge significantly.

1. Recognitions and Proclamations:

1.A Employee of the Month - August

Mayor Ross introduced Suzy Burger, as the August Employee of the Month.

Suzy has gone above and beyond in her role, stepping up to take on new challenges while still excelling in her daily responsibilities. Her dedication and initiative have made a significant impact across multiple departments.

Suzy originally began her career with the City as an Administrative Assistant in the City Clerk's office. While in that role, she showed a strong commitment to professional growth by enrolling in college courses with the goal of one day becoming Deputy City Clerk. When an opportunity arose to assist the Fleet Department, Suzy embraced the challenge and transitioned into a new role.

Since joining Fleet, Suzy has worked diligently to clean up paperwork, organize completed jobs, and streamline inventory. Her efforts improved processes and freed up staff to focus more on fleet operations rather than administrative tasks. Demonstrating her "gogetter" attitude, she also partnered with the Public Works Director to take over invoice processing for all Public Works divisions. By doing so, she eliminated the need for additional outside staff and now ensures invoices for Fleet, Public Works, and Utilities are processed quickly—often within just one day—so they can be sent to accounting for payment.

In addition to her expanded responsibilities, Suzy continues her college coursework, further enhancing her skills and opening doors to future career opportunities with the City. Her dedication, positive attitude, and drive to support her colleagues have proven her to be a valuable asset.

With her initiative, efficiency, and ever-present smile, and “Suzyshine”, she truly embodies the spirit of teamwork and service that makes the City stronger. We are proud to recognize her for all she has accomplished.

Congratulations to Suzy for being August's Employee of the Month.

Suzy Burger thanked all for this recognition.

2. Presentations:

2.A Presentation by Black & Veatch - Hillsborough County Stormwater Study

Jon Dinges, Black & Veatch, presented a summary of their work and he was joined by Josh Bellotti, Public Works, Engineering and Operations of Hillsborough County.

Mr. Dinges noted significant storm damage a year ago from the hurricanes. They were contracted by Hillsborough County to perform a post hurricane regional storm water assessment. He noted what their objectives were and how they went about the assessment. They evaluated the performance across key stormwater program areas, determined stormwater needs and then developed recommendations. He noted last year was an incredible rainfall year with over 80 inches of rainfall through a series of events. Besides gathering data from Hillsborough County, they also interviewed staff of Temple Terrace, Plant City and Tampa and also held citizen engagement events. He discussed the flooding over the County and saw areas with much more significant flooding than others. Using models with the new information, the County and the cities can use that information for planning for the future. They noted that the FEMA flood maps are not always well refined as the County maps. Therefore, it was recommended to provide the citizens with the FEMA and the County maps. They reviewed the ditches, inlets and discharge structures. They then reviewed the storm water pump stations, thirty-nine or forty of those around the County. He noted the high maintenance areas need to be prioritized and addressed and continue to implement a pump station assessment and modernization effort. They recommended providing additional staffing levels to review particularly flood prone areas and to improve intergovernmental coordination to not end up with different standards in municipal versus county governments. The standards need to be aligned. They also recommended coordinating with Florida Department of Transportation. It was also found that other counties' stormwater feed into Hillsborough County, so the recommendation is that counties also need to work together. He noted that funding capital improvement projects in these areas actually can save money over the long term.

3. Board Appointments: None

4. Consideration of Minutes from Previous Meetings:**A. Approval of the September 2, 2025 City Council meeting minutes**

Upon motion of Council Member Schisler, seconded by Council Member Chambers, unanimously carried, the **MINUTES** of September 2, 2025, City Council Meeting were **APPROVED** as presented.

B. Approval of the September 3, 2025 City Council Special meeting minutes

Upon motion of Council Member Chambers, seconded by Council Member Schisler, unanimously carried, the **MINUTES** of September 3, 2025, Special City Council Meeting were **APPROVED** as presented.

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

Charles Loeb noted current events, along with stating that the fire/police presentations were interesting. Events he noted: Senior Expo September 19, Fire Department Open House October 11, National Night Out October 7, Rosh Hashana September 22 and the Writers Club at the Library September 22. He spoke about health care costs, and physical education in the high schools.

Tom Wagner spoke about pickleball, stating he is on the board of Temple Terrace Pickleball Club. He invited the Council and others to learn more about pickleball. This club is a community service and has one or more outreach programs along with being a 501c3. He said they work with Temple Terrace Leisure Services, Hillsborough County and the City of Tampa.

6. Communications and Petitions: None.**7. Consent Agenda:**

- A. Resolution Approving the Fiscal Year 2026 Interlocal Agreement for Distribution of Enhanced 911 Emergency Telephone Service Fee Revenues**
- B. Resolution Approving Interlocal Agreement Between Hillsborough County and the City of Temple Terrace for Landscape Maintenance**
- C. Resolution Confirming the Appointment of the Deputy City Attorney**
- D. Resolution Approving a Renewal Agreement with Dr. Brooke Shepard as Fire Department Medical Director**

Upon motion by Council Member Schisler, seconded by Council Member Fernandez, and unanimously carried, **RESOLUTION 7A-7D** was **ADOPTED** by consent, as follows:

RESOLUTION 106-25, Adopting a resolution approving the Fiscal Year 2026 Interlocal Agreement for Distribution of Enhanced 911 Emergency Telephone Service Fee Revenues.

RESOLUTION 107-25, Adopting a resolution approving an Interlocal Agreement between Hillsborough County and the City of Temple Terrace for Landscape Maintenance along portions of the median of 56th Street between Fowler Avenue and Fletcher Avenue.

RESOLUTION 108-25, Adopting a resolution confirming the appointment of Nicole J. Donnell for the position of Deputy City Attorney.

RESOLUTION 109-25, Adopting a resolution approving the renewal agreement between the City of Temple Terrace and Dr. Brooke M. Shepard to provide Medical Director services for the Fire Department in accordance with the requirements of Florida Statute 401.265.

8. Public Hearings, Ordinances, and Resolutions:

A. Resolution Approving a 5% Increase in Monthly Rates for City Water, Irrigation, and Wastewater Services

City Manager Carlos Baia noted some technical issues with the audio, but it would be available on the posted meeting video once available.

Mr. Baia then presented on the item of a 5 percent increase in monthly rates for City Water, Irrigation, and Wastewater Services with a PowerPoint. He stated, as was discussed in the budget workshops over the summer, the City is looking at a 5 percent increase for the water and wastewater rate for the upcoming year, which is consistent with last year's proforma projections. It will help cover also the nearly \$3.8 million in infrastructure improvements that are programmed in fiscal year 26, including an additional meter tech. Every year, the City of Tampa raises their wastewater rates and because we forward our wastewater to their disposal and treatment, we have a 3 percent increase from the City of Tampa. The Fund has been challenged particularly over the last year. The Fowler Avenue sanitary sewer repair has been ongoing but stated he is happy to say that it looks like that issue is soon to be resolved. There was a PFAS change order of \$234,000 that also put a strain on the fund. The staff still felt comfortable that the initial recommendation of the 5 percent increase was sufficient.

Mr. Baia continued with comparisons with other cities and discussed the stormwater issues.

Council Member Fernandez asked why we charge higher than the City of Tampa.

Finance Director Jim Ingram noted that we buy the wastewater services from Tampa but the City of Temple Terrace still has other infrastructure costs of our own.

Council Member Fernandez asked if the City has any other alternatives with wastewater treatment that might be more economical.

Mr. Baia noted that the City has to maintain our pipes and there would be a connection fee with any other source.

Public Works Director Jason Warrenfeltz stated that they have recently had a conversation with Hillsborough County, but are currently obligated to the City of Tampa. He is reviewing and looking at other options.

Council Member Fernandez asked about any alerts that could be received if a water meter is showing an unusual change in usage.

Utility Billing Manager Angela Torres stated that with the new census technology the City is moving towards, there are options that the customer would have for receiving alerts.

Vice Mayor Schisler asked about the projection of the reserves moving forward.

Mr. Ingram stated the City would still maintain 25 percent, noting the early estimates and revenues are trending better, which will help offset the extra costs of the PFAS.

Council Member Kravets asked about \$500,000 from a different funding source outside of the enterprise fund.

Mr. Ingram stated that was community investment tax funds for a particular project, with the County's approval, noting the County has used these funds for the same type of projects.

Council Member Fernandez clarified that this was not transferred into the Enterprise Fund, it was a project that was eligible to use either fund.

Upon motion by Council Member Fernandez, seconded by Council Member Schisler, **RESOLUTION 110-25, ADOPTED** and authorized a 5 percent increase in Monthly Rates for City Water, Irrigation, and Wastewater Services rates and fees, effective October 1, 2025. **Vote** on the motion being: Mayor Ross and Council Members Chambers, Fernandez, Kravets, and Schisler voting "aye," no "nay."

B. Resolution Approving a 5% Increase in Monthly Rates for City Collection and Disposal of Solid Waste and Recyclables Services

City Manager Carlos Baia noted this was similar to the water and wastewater increase of 5 percent. This is consistent with last year's proforma projection. This absorbs an 18% increase from the county in tipping fees. He stated that over the last 5 years, the City of Temple Terrace has had to pay 111% more over the last five years for tipping and basically taking of the trash to the county landfill, and despite that, the staff is recommending the 5% increase. This includes acquiring two new residential reload trucks as well as adding a sanitation driver and two maintenance attendant positions. He highlighted that this would not have been possible without the work of the sanitation team in providing excellent customer service, getting new accounts, increasing the revenue. He then compared rates.

Vice Mayor Schisler asked about the reserve fund balance.

Mr. Ingram noted that this reserve fund has been slowly building back up, and within a few years, it will be at a sustainable level at 25% and hopefully at that point, not have the same kind of rate increases. He noted that much of that depends on the County with the tipping fees.

Upon motion by Council Member Schisler, seconded by Council Member Chambers, **RESOLUTION 111-25**, was **ADOPTED**, authorizing a 5 percent increase in Monthly Rates for City Collection and Disposal of residential and commercial solid waste and recycling services, effective October 1, 2025. **Vote** on the motion being: Mayor Ross and Council Members Chambers, Fernandez, Kravets, and Schisler voting "aye," no "nay."

C. Second Public Hearing and Second Reading of Ordinance 1583 Adopting the Fiscal Year 2026 Tax Levy

Mayor Ross opened the Public Hearing.

Finance Director Jim Ingram presented, in accordance with the applicable provisions of the City Charter and the Florida Statutes, the City Council scheduled two public hearings on the Property Tax Millage Levy. The first hearing was held on September 3, 2025 to solicit public comments on the proposed property tax millage levy, prior to the adoption of the Annual Budget for the 2026 Fiscal Year. The agenda has been structured to provide the Council with the opportunity to comply with both City Charter and Florida statutory requirements on the budget and tax levy. The Council convened a public hearing on the proposed property tax millage levy and made announcements at the public hearing, prior to formal consideration of the attached ordinance:

The recommended City of Temple Terrace, Florida property tax millage rate for Fiscal Year 2026 is 6.455 per \$1,000 of assessed value, which is the identical mill from the current Fiscal Year millage rate of 6.455. The recommended property tax millage rate of 6.455 is 0.3902 mills or 6.43% higher than the rolled back rate of 6.0648. The main reasons for ad-valorem tax revenues increasing are: A proposed 4% cost of living adjustment to general employees and 2% merit pay increase upon a successful performance evaluation Funding for the second year of a new three-year Fire union contract; Funding for the third year of a three-year Police union contract; 10% increase in general liability, property insurance, and auto insurance; 12% increase in health insurance. 2.9% increase in operational costs to maintain funding of current services and programs. Cost Reductions include \$259,300 in debt service payments due to making the final payment in FY 2025 on the Temple Terrace Country Club Loan. The maximum millage rate allowed to adopt the rate with a majority vote is 6.3383. The maximum millage rate allowed to adopt the rate with a two-thirds vote is 6.9721. Therefore, a two-thirds vote of governing body is required to adopt the millage rate of 6.4550. He stated it is recommended that the City Council adopt Ordinance 1583 on second reading.

Mayor Ross asked for public comments, hearing none, and with no questions from the Council, he closed the public hearing.

Mayor Ross asked the Clerk to read the title of the ordinance.

The City Clerk therefore read the following Ordinance by caption (title).

AN ORDINANCE OF THE CITY OF TEMPLE TERRACE, FLORIDA, ADOPTING A MILLAGE RATE OF 6.455 MILLS FOR FISCAL YEAR 2026; SAID MILLAGE RATE BEING .3902 MILLS OR 6.43% MORE THAN THE ROLLED BACK RATE OF 6.0648 MILLS; DIRECTING THE CITY CLERK TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE TO THE COUNTY PROPERTY APPRAISER, COUNTY TAX COLLECTOR, AND THE STATE DEPARTMENT OF REVENUE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Upon motion by Council Member Schisler, seconded by Council Member Fernandez the **Ordinance 1583** adopting on second reading, the Fiscal Year 2026 Tax Levy (a millage rate of 6.455 mills for Fiscal Year 2026) was **APPROVED on Second Reading.**

Roll Call Vote:	YES	NO
Council Member Fernandez	<u> X </u>	<u> </u>
Council Member Chambers	<u> X </u>	<u> </u>
Council Member Kravets	<u> X </u>	<u> </u>
Vice Mayor Schisler	<u> X </u>	<u> </u>
Mayor Ross	<u> X </u>	<u> </u>

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

D. Second Public Hearing and Second Reading of Ordinance 1584 Adopting the Fiscal Year 2026 Annual Budget

Mayor Ross opened the Public Hearing.

Finance Director Jim Ingram presented and stated in accordance with the applicable provisions of the City Charter and the Florida Statutes, the second of two public hearings is being held tonight, Tuesday, September 16th at 6:00 p.m. to solicit public comment on the annual budget for the upcoming 2026 fiscal year. Notification of the public hearing was initially provided to all property owners in the truth and millage trim notices provided by the property appraisers office in mid-August. The recommended budget was presented to the City Council in a series of budget workshops to review and solicit adjustments to the allocations of the budget documents. The total budget of fiscal year 2026 proposed is \$100,470,833. There is a schedule of the capital budget attached. He explained some of the additions or what is there for the general fund. He noted a few quick highlights. We do have \$824,200 of our capital improvements being funded through unassigned fund balance. And an additional \$331,317 is being funded through unassigned fund balance for operational expenditures. The capital fund also includes two new funds that the City created this year. Grants Fund that we have \$811,163 funded. The Street Improvement Fund is at \$5,250,000. This includes a 1.5 million street resurfacing sur tax and our funding from the street resurfacing sur tax funds and 1.5 million being funded through non sur tax funds. That’s the funds we are getting from the County that we had to submit. You may recall this past year, the projects. One of the other new funds is a Mobility Fees Fund that we created to separate expenditures related to capacity and growth from our Street Improvement Fund.

These revenues and expenditures were in one fund. We are now separating it out for reporting purposes and to better comply with state requirements. These are limited to new growth and capacity. That mobility fee fund we have \$175,000 of new projects. The Community Investment Tax Fund is \$2,089,588. The Tax Increment Financing Fund, which is what the CRA operates under, is \$400,000. The Water and Sewer Utilities Fund is \$955,940 in capital projects. The Water and Sewer Utilities Renewal and Replacement Fund is \$2,800,000 in capital projects. Our Water Improvement Fund, which uses water impact fees, \$40,000 in capital projects. The Sewer Improvement Fund, which uses Sewer Impact Fees, is \$410,000 of capital projects. And the Sanitation Fund is \$600,000 in capital improvement projects.

Mayor Ross asked for public comments, hearing none, and no questions from the Council, he closed the public hearing.

Mayor Ross asked the Clerk to read the title of the ordinance.

The City Clerk therefore read the following Ordinance by caption (title).

AN ORDINANCE OF THE CITY OF TEMPLE TERRACE, FLORIDA, ADOPTING THE FINAL OPERATING BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026, AND THE CAPITAL IMPROVEMENT BUDGET; ACKNOWLEDGING SATISFACTION OF STATUTORY REQUIREMENTS FOR PREPARING AND ADOPTING THE BUDGET; AUTHORIZING THE CITY MANAGER TO ISSUE SUCH INSTRUCTIONS AS ARE NECESSARY TO ACHIEVE AND ACCOMPLISH THE SERVICE PROGRAMS; AUTHORIZING THE CITY MANAGER OR THE FINANCE DIRECTOR TO TRANSFER MONIES AMONG THE DEPARTMENTS AND PROGRAMS WITHIN ANY FUND; AUTHORIZING THE CITY MANAGER OR THE FINANCE DIRECTOR, UPON RECEIPT OF A DONATION OR GRANT, TO APPROPRIATE SAID FUNDS IN THE EXPENDITURE LINE ITEM OF THE PROGRAM AS REQUESTED BY THE DONOR/GRANTOR; ADOPTING THE RECITALS AS LEGISLATIVE FINDINGS AND INTENT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

Upon motion by Council Member Chambers, seconded by Council Member Fernandez, Ordinance 1584 approving on second reading the FY 2026 annual budget, final operating budget and the capital improvement budget for the Fiscal Year beginning October 1, 2025 and ending September 30, 2026 was **APPROVED on Second Reading.**

Council Member Fernandez noted that the budget process is a long process, and includes several workshops, and other meetings. If things change throughout the year, the council can make changes to the budget.

Vice-Mayor Schisler commented and acknowledged the hard work of departments, directors and the Finance Department.

Roll Call Vote:	YES	NO
Council Member Fernandez	<u> X </u>	<u> </u>
Council Member Chambers	<u> X </u>	<u> </u>
Council Member Kravets	<u> X </u>	<u> </u>
Vice Mayor Schisler	<u> X </u>	<u> </u>
Mayor Ross	<u> X </u>	<u> </u>

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

E. Resolution Approving Final Site Plan SPR-25-05 for a New Emergency Operations Center at 124 Bullard Parkway

City Planner Joe Moreda presented that approval of this resolution will allow for the development and construction of a new Emergency Operations Center at 124 Bullard Parkway adjacent to Fire Station No. 1 for operational efficiency. It’s a two-story building, comprised of 8,955 square feet. It is going to be a hardened essential facility which means that site and building will be designed to be capable of sustaining operations in severe weather or emergencies. He described the land uses in the area. To the west is fire station number one and retail. To the east is Broadway Avenue, Temple Terrace Public Library. To the north is Flotto Avenue and Temple Terrace Elementary School, and to the south is Bullard Parkway, multifamily and retail.

The site is zoned commercial office. The use is permissible within the existing CO zoning. The site plan complies with all the adopted engineering standards in the city of Temple Terrace. There are waivers sought to facilitate the co-location due to the limited parcel size and to harden the site.

Council Member Fernandez asked about the poles for lighting.

Mr. Moreda stated the current poles are being used and repurposed until their life span is done and then they will consider how to replace them.

Council Member Fernandez asked if stormwater issue as been addressed and considered.

City Manager noted he was not aware that this area had stormwater issues, those were further to the east.

Public Works Director Jason Warrenfeltz noted he was not aware of concerns at this property.

Council Member Chambers asked about the level of hardened for category five or higher.

John Thompson with Wilder Architecture noted the building is designed in the Code as an essential facility, so it is category 4, and then the wind speed is 200 miles per hour. It does get a structural upgrade in the Code.

Council Member Chambers asked if that's above category 5, regarding hurricane level.

Mr. Thompson responded yes.

Council Member Chambers asked about using the existing generator currently on site or will it have its own.

Mr. Thompson stated that the current generator is sufficient capacity to serve the new building.

Council Member Schisler asked about the stormwater vault and the capacity of it.

Michael Knight with Aurora Civil stated it is sufficient and has more capacity than a 100-year storm.

Upon motion by Council Member Chambers, seconded by Council Member Schisler, **RESOLUTION 112-25**, was **ADOPTED** to approve the Final Site Plan SPR-25-05 for the development and construction of a new Emergency Operations Center at 124 Bullard Parkway with conditions as listed.

Mayor Ross noted this requires a local match, but it is funded by the Florida Legislature, who is providing and supported this project. He expressed his appreciation to Representative Lawrence McClure, Senator Danny Burgess, and Senator Darryl Rouson. He also thanked Governor Ron DeSantis and Representative Driscoll who also supported it.

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

F. Second Public Hearing and Second Reading of Ordinance 1581 Approving Rezoning Application RZP-24-01 for 306 Bullard Parkway.

Mayor Ross opened the Public Hearing and asked anyone who intended to speak on this matter to stand and be sworn in by the City Clerk.

City Clerk Lynda Sader then administered the Oath.

Pro Tempore City Attorney Pam Cichon inquired for ex parte communication and all Council Members stated they had none.

Community Development Deputy Director Marisa Robinson presented the item. She stated this is the modification of the plan development on second public hearing and second reading for 306 Bullard Parkway. The property is located at the intersection of Bullard Parkway and Ridgedale Road. It is .77 acres and is currently zoned plan development. The proposed use is office and residential. With the proposed master plan, the applicant is seeking a waiver of land development code section 12-235E3. The final site plan is required within 2 years after the rezoning approval. The waiver is to allow 5 years to submit the final site plan. The proposed uses are professional office, medical dental office, daycare, portrait studio, public building, public station, school, veterinary clinic, healthcare facility, single family dwelling, and bed and breakfast. Conditions to this approval: pursuant to the approved waiver, a final site plan must be submitted within 5 years of approval. All future changes in use are subject to review requirements of the land development code. All non-residential uses shall conform with the commercial office zoning standards as described in the land development code. All residential uses shall conform with residential 10 zoning standards as described in the land development code. All uses shall meet parking requirements as described in the land development code. Minor modifications may be approved subject to section 12-380 of the land development code and for standards that are not specified here in are subject to the land development code. Staff recommends approval, with conditions presented.

Gordon Schiff, attorney for the applicant and Todd Amadan, president of Landmark Engineering and Surveying appeared as representatives. Mr. Schiff stated this is an existing PD approval on the property and they are essentially taking a 30-year-old PD and updating it to go forward in the future. These are minor amendments that are important to make sure it has enough flexibility so it could be a viable use. He stated they had a report from the Hillsborough County City planning commission finding this consistent with the comprehensive plan.

Mayor Ross asked for Public Comments.

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

The City Clerk therefore read the following Ordinance by caption (title).

AN ORDINANCE OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING THE AMENDMENT TO A PLANNED DEVELOPMENT FOR .77± ACRES OF PROPERTY, LYING NORTH OF BULLARD PARKWAY AND EAST OF NORTH 56th STREET, ADDRESSED AS 306 BULLARD PARKWAY FOR RZP-24-01; PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING ATLAS MAP OF THE CITY; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR CORRECTION OF TYPOGRAPHICAL ERRORS.

Upon motion by Council Member Fernandez, seconded by Council Member Schisler, **APPROVED** Ordinance 1581 on second reading and second public hearing, approving Rezoning Application RZP-24-01 for 306 Bullard Parkway with conditions as outlined by staff.

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

G. Second Public Hearing and Second Reading of Ordinance 1582 Amending Chapter 12, Article XI Entitled “Historic Preservation”

Mayor Ross asked for clarification on second reading. City Clerk Lynda Sader stated her recollection was that last meeting, it was considered first reading again because it had been discussed with some adjustments, therefore, we would do a second reading this week. Vice Mayor Schisler stated that was his recollection also. Mayor Ross asked for the Clerk to review the minutes.

City Clerk Lynda Sader then read from the minutes of 9/2/2025. “On page 8. City Attorney Mueller stated that he feels this is a substantial change and out of an abundance of caution, he would have advised to go back to first reading and do the second reading at the next meeting.” (9-16-2025).

Council Member Chambers noted that was his recollection also.

Pro Tempore City Attorney Pam Cichon stated she spoke to the City Attorney on this, and she asked if the Council had heard this once or twice as a first hearing.

It was stated twice, and then she stated that was her understanding that it had been heard twice as the first reading and hearing, and therefore this would be second reading.

Vice Mayor Schisler again stated that was his recollection.

Council Member Kravets stated he wanted to briefly point out this can't be the second reading because this is the first time they've actually had the text of this in front of the Council, so unless the text is in existence, they can't have a first reading for it so this must logically be the first reading.

Mayor Ross stated that is not what they have done in the past. Council Members have made changes between first and second reading.

Council Member Kravets stated he will file a protest.

Council Member Chambers stated that the minutes also read "Council Member Chambers stated that he supported this to be first reading and supports the changes tonight." Therefore he stated he felt this would be second reading tonight, September 16.

Mayor Ross opened the Public Hearing.

Community Development Deputy Director Marisa Robinson presented. She stated she was presenting the amendment to the historic preservation ordinance on second reading. She reviewed the proposed changes to the ordinance discussed on September 2nd, at the last Council meeting. The Council requested that the ordinance be amended to include the public notice delivery confirmation to all property owners of each property proposed for designation. The language was added to section 12-1160A3 as follows: "The city will provide notice to all property owners of each property proposed for designation either individually or in a proposed historic district using a manner that will confirm that the notice was delivered including but not limited to certified mail, FedEx, UPS or hand delivery." In addition to the public notice, public notice delivery confirmation, council requested that a local historic district designation process be changed from an owner object process to an owner consent. The amended language in section 12-1160A3 states the following: "No individual historic property or site will be designated without written consent of the property owner, and no historic district will be designated without written consent of the owners of at least 50% plus one of the properties in the proposed district." These are the two proposed amendments to be included in the amendments that were previously noted.

The Mayor asked for public comments, noted none, and no questions from the Council, he closed the public hearing and asked the Clerk to read the title of the ordinance.

The City Clerk therefore read the following Ordinance by caption (title).

AN ORDINANCE OF THE CITY OF TEMPLE TERRACE, FLORIDA, AMENDING CHAPTER 12, ARTICLE XI, OF THE TEMPLE TERRACE CODE OF ORDINANCES ENTITLED "HISTORIC PRESERVATION" REMOVING SECTION 12-1160 (a)(2) AND ADDING SECTION 12-1160(a)(3) REGARDING CONSENT OF PROPERTY OWNERS FOR A PROPOSED HISTORIC DESIGNATION OR DISTRICT; REVISING SECTION 12-1160 (e) (2) REGARDING MODIFICATION OF THE BOUNDARIES OF A PROPOSED HISTORIC DISTRICT; AND ADDING SECTION 12-1160 (e) (5) REGARDING AN APPEAL PROCESS; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE.

Following the Second Public Hearing and Second reading by caption, upon motion by Council Member Schisler, seconded by Council Member Chambers, Ordinance 1582 was **ADOPTED**, being an ordinance of the City of Temple Terrace, Florida, Amending Chapter 12, Article XI, entitled "Historic Preservation" with the modification that it requires owner consent to designate a historic district designation, that would be 50 percent plus one, with certifiable mail delivery wording.

Council Member Kravets went on the record, stating that this is a big improvement over the previous version and he is very happy about that, but he noted that no one is interested in having their property in a historic protection program.

Council Member Fernandez stated that a council cannot write any ordinance or enact any law that prevents a future council from acting or changing an ordinance. A current council cannot bind a future council; they can take their own action.

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

H. Resolution Approving the City Manager Employment Agreement Between Carlos P. Baia and the City of Temple Terrace

Mayor Ross stated the changes to the contract, highlighting the substantial changes that were included in the redlined document provided. He stated the salary of \$211,000 included the 6% raise. He did point out the ending sentence on the paragraph concerning compensation says,

(new language), “at minimum, the manager shall be eligible for annual salary increases applicable to the City’s non-union employees.” He noted this is new language and also is not in the current contracts of the two other Charter Officers. Mayor Ross noted he is in favor of this and also in favor of adding it to the two other Charter Officers’ contracts. He stated this is a good thing to prevent the City getting into an internal equity issue between the ranges which has happened before, noting the City took care of that issue in previous years, noting this is a Council decision. It was stated that the Council does annual evaluations, but if the individual council member, or as a body, does not do evaluations, it doesn’t affect the manager’s ability to receive raises. He noted other clean up language, and also stated that Legal Counsel reviewed the contract.

Council Member Fernandez noted that these changes made the contract more consistent with what is available with other employees, such as vacation accrual limit and salary increases.

Mayor Ross stated that it is a goal of the Human Resource Director, Mr. Nazario, to get the Charter Officers’ contracts consistent.

Upon motion by Council Member Schisler, seconded by Council Member Fernandez, **RESOLUTION 113-25**, was **ADOPTED**, approving the City Manager employment agreement between Carlos P. Baia and the City of Temple Terrace. **Vote** on the motion being: Mayor Ross and Council Members Chambers, Fernandez, Kravets, and Schisler voting “aye,” no “nay.”

City Manager Baia thanked the Mayor and City Council Members. He also thanked his team for being supportive and noted that his success is also due to the great team at Temple Terrace.

9. Council Business:

9.A Charter Officer Evaluations

Mayor Ross stated that the Council had done evaluations for all the Charter Officers.

The Council discussed the raises for the Charter Officers, City Attorney Ernest Mueller and City Clerk Lynda Sader, including the equity issue and budget.

Upon motion by Council Member Chambers, seconded by Council Member Schisler, **RESOLUTION 114-25(m)**, was **ADOPTED** providing the two remaining Charter Officers (City Attorney and City Clerk) with a 6 percent increase effective October 1, 2025, and with a revision of the two remaining Charter Officers’ contracts to reflect that they would get, at minimum, the same annual raises as the general (non-union) employees.

[Council Member Chambers, amended his motion (as stated above) to include wording of revising the Charter Officers' contracts to reflect that they would get at minimum the same annual raises as the general (non-union) employees.]

It was noted the contracts would need to be amended and brought back before the Council to be voted on.

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

Mayor Ross asked Human Resource Director Mr. Nazario to work with Legal Counsel to adjust the contracts and bring them back before the Council for approval.

Council Member Kravets distributed information on Riverside Park and stated an award was received for its design. He did state that he was caught off guard by this because it was his understanding that residents' feedback about amenities would be gathered and evaluated. He thought the park design was only 60 percent complete and was waiting for the consulting company to take the feedback into account and bring it back before the Council. He stated that he felt that the cost of the project should be reined in and look at what the residents felt were most important. He noted the fishing pier and should be cut from the project. He also stated that paved sidewalks could be paved with different materials instead of cement to be permeable. Feedback showed citizens wanted walking/jogging paths and his opinion was that materials other than cement would probably be better. He entertained the idea of a discussion on this.

Mayor Ross noted that the City Manager's Update on Friday stated that he would recommend tonight in the City Manager Report, a workshop be authorized to be scheduled on this topic.

It was discussed if the Council should discuss the topic at this time or at a workshop. Mayor Ross noted this was up to the Council.

Upon motion by Council Member Kravets, it was **Moved** to have a workshop on Riverside Park and continue the discussion. Council Member Fernandez seconded.

Mayor Ross stated that he would prefer to hear the City Manager's report and his proposal before the vote.

Council Member Chambers asked if this motion does not pass, can it be brought back before the Council during the City Manager's Report section. It was stated yes.

Upon motion by Council Member Kravets, it was **Moved** to suspend the rules to allow the City Manager briefly to address the point of Councilman Chambers. Council Member Fernandez seconded. **Vote** on the motion being: Council Member Fernandez and Kravets voting “aye,” Mayor Ross and Council Members Chambers, and Schisler “nay.” Therefore, the motion failed.

Returning to the Main motion, **Vote** on the motion being: Council Member Fernandez and Kravets voting “aye,” Mayor Ross and Council Members Chambers, and Schisler “nay.” Therefore, the motion failed.

10. New Business and Board Reports: None

11. City Manager’s Report:

City Manager Baia discussed Riverside Park and noted the update on Friday included the estimates, a breakdown in costs for the northern section, Springdale Pond and a breakdown for the southern section. Based on the budget approval earlier, there is \$3.8 million budgeted for this project, with the estimated costs coming in at about \$5.7 million. He is recommending the workshop so that staff can get clear direction from the Council as to an approach. There are different options and phases that could be looked at in completing the project. He therefore recommended that a workshop setting would be the best and most appropriate setting to do this.

Upon motion by Council Member Kravets, seconded by Council Member Fernandez, **RESOLUTION 116-25(m)**, was **APPROVED** for the City Manager to be instructed to schedule a workshop to discuss Riverside Park. **Vote** on the motion being: Mayor Ross and Council Members Chambers, Fernandez, Schisler and Kravets voting “aye,” no “nay.”

City Manager Baia asked for Public Works Director to provide good news regarding the Fowler Avenue sanitary sewer project.

Jason Warrenfeltz, Public Works Director, reported the Utility department assisted the Sun Civil contractors, along Fowler, with making the final connection of the gravity main and have turned off the bypass pumps. They have been removed and are staged until Friday. They will start removing them on Friday. There is a significant amount of rehab work on both sides of the roadway, with additional utility work that will slow down the southside rehab. TECO must also

redo a line which will require some directional drilling. This will slow down the rehab work but the bulk of the work has been completed, with a gravity system again. There is no pumping of wastewater now.

City Manager Baia reminded the Council of the Senior Expo this Friday, September 19 at Lightfoot and of the National Night Out at the Family Rec Center on October 7. He stated with a very light agenda on October 7, he asked if the Council wished to postpone that meeting to October 21.

Upon motion by Council Member Schisler, seconded by Council Member Fernandez, **RESOLUTION 115-25(m)**, was **ADOPTED**, postponing the October 7, 2025, City Council Meeting to the next Meeting of October 21, 2025. **Vote** on the motion being: Mayor Ross and Council Members Chambers, Fernandez, Schisler and Kravets voting “aye,” no “nay.”

It was determined that the Historic Fact would be presented on October 21 by Council Member Fernandez.

12. City Attorney’s Report: None

Adjournment:

Meeting adjourned at 8:55 p.m.

X

Andrew R. Ross
Mayor

X

Gil Schisler
Vice Mayor

X

James Chambers
Council Member

X

Alison Fernandez
Council Member

X

Erik Kravets
Council Member

Attest:

X

Lynda Sader
City Clerk

Item Cover Page

City Council Item Report

Date: October 21, 2025
From: Sally Cabrera, Information Technology Director
Item Type: Resolution
Subject: Resolution Approving the Purchase of Computers and Laptops
Presenter: Sally Cabrera, Information Technology Director

Recommendation:

It is recommended that the City Council adopt a resolution approving the purchase of new desktop computers and laptops in the amount of \$162,150.95 to replace all computers purchased in 2020.

Discussion:

To keep the City's computer equipment compliant with current technology standards and to provide our employees with tools that serve them now and into the future, it is proposed to replace our computer hardware that is 2020 or older. The existing units have surpassed the end of their viable technology life; all units to be replaced are at least 5 years old. The new equipment in this proposal includes 55 desktop computers, 75 laptop computers, and 10 high-end Dell Pro Max laptops. The computers will be covered with next-business-day on-site service for a term of five years. All hardware outlined here will be purchased from Dell contractor vTech IO, piggybacking on the State of Florida DMS NASPO Computer Equipment contract 23026 / 43210000-23-NASPO-ACS. Funding for this purchase will be fully supported by capital account number 001-1121-513.52-23. The total purchase amount of \$162,150.95 is budgeted for fiscal year 2025-26.

Resolution/Ordinance Information:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING THE PURCHASE OF NEW DESKTOP AND LAPTOP COMPUTERS IN THE AMOUNT OF \$162,150.95 FROM VTECH IO UNDER STATE CONTRACT 23026 / 43210000-23-NASPO-ACS TO REPLACE ALL 2020 AND OLDER COMPUTERS; PAYMENT TO BE PROVIDED WITH FUNDING FROM ACCOUNT NUMBER 001-1121-513.52-23; PROVIDING AN EFFECTIVE DATE

Appropriation Code:

001-1121-513.52-23

Requirements:

Resolution

Cost:

\$162,150.95

Attachments:

1. Resolution
2. Contract Amendment
3. Vendor Quote
4. Alternate Contract Source

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING THE PURCHASE OF NEW DESKTOP AND LAPTOP COMPUTERS IN THE AMOUNT OF \$162,150.95 FROM VTECH IO UNDER STATE CONTRACT 23026 / 43210000-23-NASPO-ACS TO REPLACE ALL 2020 AND OLDER COMPUTERS; PAYMENT TO BE PROVIDED WITH FUNDING FROM ACCOUNT NUMBER 001-1121-513.52-23; PROVIDING AN EFFECTIVE DATE.

Whereas, to keep the City's computer network compliant with current technology standards it is recommended that our 2020 and older computers be replaced; and

Whereas, the new equipment in this proposed replacement includes 55 desktops, 75 laptops and 10 Dell Pro Max laptop computers; and

Whereas, all hardware will be purchased from vTec IO under State Contract 23026 / 43210000-23-NASPO-ACS; and

Whereas, funding for this purchase will come from capital account 001-1121-513.52.23; and

Whereas, the total purchase amount of \$162,150.95 is fully funded by budgeted funds for fiscal year 2025-2026.

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

1. The purchase of 55 desktops, 75 laptops, and 10 Dell Pro Max laptop computers from Dell Contractor, vTech IO, under State Contract 23026 / 43210000-23-NASPO-ACS in the amount of \$162,150.95 is approved.
2. Funding from account 001-1121-513.52-23 is approved.
3. This Resolution shall become effective immediately upon adoption.

Passed and adopted by the City Council of the City Of Temple Terrace, Florida, this 21st day of October 2025.

(Corporate Seal)



X

Andrew Ross, Mayor
Chair of the City Council

Attest:

X

Lynda Sader
City Clerk



CONTRACT AMENDMENT NO.: 1

Contract No.: 43210000-23-NASPO-ACS

Contract Name: Computer Equipment, Peripherals, and Related Services

This Contract Amendment No. 1 ("Amendment") to Contract No. 43210000-23-NASPO-ACS ("Term Contract") is made by the Department of Management Services ("Department"), an agency of the State of Florida, located at 4050 Esplanade Way, Tallahassee, Florida 32399; and Dell Marketing L.P. ("Contractor"), with its principal place of business located at One Dell Way Round Rock, Texas 78682; collectively referred to herein as the "Parties."

WHEREAS the Parties entered into the Term Contract, which became effective on February 1, 2024, for the provision of Computer Equipment, Peripherals, and Related Services;

WHEREAS the Master Contract was renewed for a period of one year with a new Master Contract expiration date of June 30, 2026 and;

WHEREAS the Parties agree to renew the Term Contract as provided for in Exhibit A, Additional Special Contract Conditions, subsection 2.2, Renewal and;

WHEREAS the Parties agreed that the Term Contract may be amended by mutual agreement as provided in Exhibit B, Special Contract Conditions, subsection 6.9, Modification and Severability.

ACCORDINGLY, and in consideration of the mutual promises contained in the Term Contract documents, the Parties agree as follows:

I. Contract Amendment.

All references to Contract contained within the previously executed Contract documents are hereby amended to refer to the underlying agreement as "Term Contract."

Term Contract Exhibit A, Additional Special Contract Conditions, is hereby deleted and replaced in its entirety with the attached Exhibit A, Additional Terms and Conditions to the Enterprise Contract, which is incorporated into the Term Contract by reference herein. All references to Exhibit A, Additional Special Contract Conditions in the Term Contract are hereby amended to read as Exhibit A, Additional Terms and Conditions to the Enterprise Contract.

Term Contract Exhibit B, Special Contract Conditions, is hereby deleted and replaced in its entirety with the attached Exhibit B, Enterprise Standard Terms and Conditions, which is incorporated into the Term Contract by reference herein. All references to Exhibit B, Special Contract Conditions in the Term Contract are hereby amended to read as Exhibit B, Enterprise Standard Terms and Conditions.

II. Contract Renewal. The Term Contract is renewed for a period of one year pursuant to the same terms and conditions of the Term Contract and any executed written amendments, with a new Term Contract expiration date of June 30, 2026.



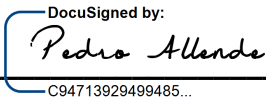
CONTRACT AMENDMENT NO.: 1
Contract No.: 43210000-23-NASPO-ACS
Contract Name: Computer Equipment, Peripherals, and Related Services

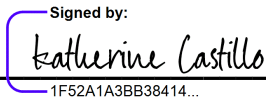
III. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Term Contract, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the Parties have executed this Amendment by the undersigned duly authorized representatives.

State of Florida:
Department of Management Services

Contractor:
Dell Marketing L.P.

By: 
DocuSigned by:
C94713929499485...

By: 
Signed by:
1F52A1A3BB38414...

Name: Pedro Allende

Name: Katherine Castillo

Title: Secretary

Title: Paralegal Advisor

Date: 6/27/2025 | 4:13 PM EDT

Date: 6/27/2025 | 3:30 PM EDT



EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS TO THE ENTERPRISE CONTRACT

The following subsections are added to the Enterprise Standard Terms and Conditions:

SECTION 18: PUNCHOUT CATALOG AND ELECTRONIC INVOICING.

The Contractor is encouraged to provide a MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Term 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.

The punchout catalog enables Florida buyers to "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 Customer 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.

For the purposes of this section, 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 the system the information outlined above. 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 Term Contract.

SECTION 19: FINANCIAL CONSEQUENCES

Failure to comply with the requirements of the Term Contract will result in the imposition of financial consequences. The following financial consequences will apply for the Contractor's failure to meet the performance metric standard and due date corresponding with the deliverables under the Term Contract. The Customer may impose additional Financial Consequences beyond those stated herein to apply to that Customer's purchase. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Term Contract termination, or nonrenewal, when the Contractor has failed to comply with the provisions of the Term Contract.

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 Term Contract performance and every month or quarter, respectively, thereafter.

Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance
Contractor will timely submit complete Term Contract Quarterly Sales Reports	All Term Contract 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 close of each month	\$100 per day late

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



ENTERPRISE STANDARD TERMS AND CONDITIONS

These Enterprise Standard Terms and Conditions set forth the terms and conditions regarding the administration of the Term Contract, including the provision of Products to Customers. Customer specific terms for purchases off this Term Contract shall be set forth in the Customer specific agreement.

SECTION 1. DEFINITIONS

Capitalized terms used herein are defined as follows:

“Attachments” means the attachments, addenda, schedules, exhibits, and other documents, however so titled, attached hereto or incorporated by reference herein.

“Business Days” means Monday through Friday, inclusive, excluding State holidays specified in section 110.117, Florida Statutes (“F.S.”).

“Contractor” means the person or entity that is a party to the Term Contract and is offering Products for purchase.

“Customer” means the agency, as defined in section 287.012, F.S., or eligible user, as defined in Rule 60A-1.001, Florida Administrative Code (“F.A.C.”), that makes a purchase off the Term Contract. For the avoidance of doubt, this also includes the Department when it purchases off the Term Contract.

“Department” means the Department of Management Services, an agency as defined in section 287.012, F.S., responsible for the administration of this Term Contract.

“Enterprise Alternate Contract Source” means a contract authorized pursuant to section 287.042(16), F.S., or approved pursuant to section 287.057(3)(b), F.S., for statewide use.

“Product” means any deliverable under the Term Contract, which may include commodities and contractual services, as each is defined in section 287.012, F.S. “Product” does not include, and no State funding under the Term Contract is being provided for, promoting, advocating for, or providing training or education on “Diversity, Equity, and Inclusion” (“DEI”). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual’s action is inherently, unconsciously, or implicitly biased on the basis of such classification.

“State” means the State of Florida

“State Term Contract” means a term contract that is competitively procured by the department pursuant to section 287.057, F.S. and that is used by agencies and eligible users pursuant to section 287.056, F.S.

“Term Contract” means the legally enforceable term contract, as defined in section 287.012, F.S., between the Department and Contractor to which these Enterprise Standard Terms and Conditions apply, including all Attachments thereto. The Term Contract is either a State Term Contract or an Enterprise Alternate Contract Source.

SECTION 2. CONTRACT AMENDMENT

2.1 Amendment. The Term Contract contains all the terms and conditions agreed upon by the parties. Unless otherwise stated in Term Contract, the Term Contract may only be amended upon mutual written agreement signed by the parties. No oral agreements or representations will be valid or binding upon the Department or the Contractor. Unless explicitly agreed to by the Department in the Term Contract, no unilateral alteration or modification of the Term

Contract terms, including substitution of Product, will be valid or binding against the Customer.

The Department and Contractor may modify the Term Contract to alter, add to, or deduct from the Term Contract specifications, provided that such changes are within the general scope of the Term Contract. The parties may make an equitable adjustment in the Term Contract price or delivery date if the change affects the cost or time of performance.

SECTION 3. CONTRACT CONSTRUCTION AND ADMINISTRATION

3.1 Construction. Unless the context requires otherwise, (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to the Term Contract as a whole, inclusive of all Attachments. Unless the context requires otherwise, references herein to (i) sections or Attachments mean the sections of, or Attachments to, the Term Contract; (ii) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (iii) a statute, rule, or other law or regulation means such statute, rule, or other law or regulation as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

Unless the context requires otherwise, whenever the masculine is used in the Term Contract, the same will include the feminine and whenever the feminine is used herein, the same will include the masculine. Unless the context requires otherwise, whenever the singular is used in the Term Contract, the same will include the plural, and whenever the plural is used herein, the same will include the singular, where appropriate. All references to "\$" or "dollars" means the United States Dollar, the official and lawful currency of the United States of America.

The Term Contract will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Attachments referred to herein will be construed with, and as an integral part of, the Term Contract to the same extent as if they were set forth verbatim herein.

3.2 Administration. Execution in Counterparts. The Term Contract may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

3.2.1 Notices. Where the term "written notice" is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) email (with confirmation of receipt) the day immediately following the day (except if not a Business Day then the next Business Day) on which the notice or communication has been provided prepaid by the sender to a recognized overnight delivery service; or (iii) on the date actually received except where there is a date of the certification of receipt.

Unless otherwise specified, the Contractor shall deliver all notices to the Department's Contract Manager and the Department shall deliver all notices to the Contractor's Contract Manager.

3.2.2 **Severability.** If a court deems any non-material provision of the Term Contract void or unenforceable, all other provisions will remain in full force and effect. Upon a determination that any material provision is void or unenforceable, the parties shall negotiate in good faith to modify this Term Contract to give effect to the original intent of the parties as closely as possible in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

3.2.3 **Waiver.** The delay or failure by the Department to exercise or enforce any of its rights under the Term Contract will not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

3.2.4 **Survivability.** The Term Contract and any and all promises, covenants, and representations made herein are binding upon the parties hereto and any and all respective heirs, assigns, and successors in interest. The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of the Term Contract, including without limitation, the obligations regarding confidentiality, proprietary interests, reporting, and public records, will survive termination or expiration of the Term Contract.

3.2.5 **Third Party Beneficiaries.** The parties acknowledge and agree that the Term Contract is for the benefit of the parties hereto. The Term Contract is not intended to confer any legal rights or benefits on any other party, except such rights and benefits associated with a purchase made by a Customer off this Term Contract.

SECTION 4. CONTRACT TERM, SUSPENSION, AND TERMINATION.

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

Upon written agreement, the Department and the Contractor may renew the Term Contract in whole or in part only as set forth in the Term Contract documents, and in accordance with section 287.057(13), F.S. No costs may be charged for the renewals.

4.2 Suspension of Work and Termination.

4.2.1 **Suspension of Work.** The Department may, in its sole discretion, suspend any or all activities under the Term Contract, at any time, when it is in the best interest of the State of Florida to do so. The Department 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 Term Contract. Suspension of work will not entitle the Contractor to any compensation for services not performed or commodities not delivered during the suspension period nor for any additional compensation.

4.2.2 **Termination for Convenience.** The Term Contract may be terminated by the Department, by written notice to the Contractor thirty (30) calendar days in advance, in whole or in part at any time, when the Department determines in its sole discretion that it is in the Department's interest to do so. The Contractor shall not furnish any Product after it receives the notice of termination, except as necessary to complete

the continued portion of the Term Contract, or a continued purchase off the Term Contract, if any. The Contractor will not be entitled to recover any cancellation charges or lost profits. If the Term 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 any Customer 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.

- 4.2.3 **Termination for Cause.** The Department may terminate the Term Contract if the Contractor fails to (i) on multiple occasions, timely deliver Products purchased by Customers, (ii) on multiple occasions, maintain adequate progress on Customer purchases, thus endangering performance, (iii) honor any term of the Term Contract, or (iv) abide by any statutory, regulatory, or licensing requirement. The Department may, at its sole discretion, (i) immediately terminate the Term Contract, (ii) notify the Contractor of the deficiency and require that the deficiency be corrected within a specified time, otherwise the Term Contract will terminate at the end of such time, or (iii) take other action deemed appropriate by the Department. The Contractor shall continue work on any work not terminated.

Except for defaults of subcontractors at any tier, the Contractor will not be liable for any excess costs if the failure to perform arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor will not be liable for any excess costs for failure to perform, unless the subcontracted Products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the Term Contract. The Customer will notify the Department of any vendor that has met the grounds for placement of the vendor on the Department of Management Services' Suspended Vendor List, as required in section 287.1351, F.S.

- 4.2.4 **Termination for Non-Compliance with E-Verify.** Pursuant to section 448.095(5)(c)1., F.S., the Department shall terminate the Term Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. Pursuant to section 448.095(5)(c)2., F.S., if the Department has a good faith belief that a subcontractor knowingly violated section 448.09(1), F.S., the Department shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- 4.2.5 **Termination Related to Statutory Certifications.** At the Department's option, the Term Contract may be terminated if the Contractor is placed on any of the lists referenced in the attached PUR 7801, Vendor Certification Form, or would otherwise be prohibited from entering into or renewing the Term Contract based on the statutory provisions referenced therein.

- 4.2.6 **Termination for Refusing Access to Public Records.** In accordance with section 287.058, F.S., the Department may unilaterally terminate the Term Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Term Contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

SECTION 5. PURCHASES OFF THE TERM CONTRACT.

- 5.1 Purchases.** By executing the Term Contract, the Contractor agrees to allow Customers to make purchases off the Term Contract. Purchases from Customers other than the Department are independent of the agreement between the Department and the Contractor, and the Department shall not be a party to such transaction. Customers' purchases off the Term Contract are limited to Products offered under the Term Contract, and no additional Products may be provided under a purchase off the Term Contract.
- 5.2 Purchase Submission.** For any purchases off the Term Contract, either the contract (as defined in Rule 60A-1.001, F.A.C.) must be executed between the Customer and Contractor, or the purchase order (as defined in Rule 60A-1.001, F.A.C.) must be issued by the Customer to the Contractor, no later than the last day of the Term Contract's term to be considered timely. Contracts executed, or purchase orders issued, after the last day of the Term Contract's term shall be considered void.
- 5.3 Terms.** The terms of the Form PUR 1000, General Contract Conditions, incorporated in Rule 60A-1.002, F.A.C., and linked here <http://www.flrules.org/Gateway/reference.asp?No=Ref-16731>, are hereby incorporated by reference herein and will apply to all purchases made by a Customer off the Term Contract. The Customer may attach additional terms and conditions specific to its particular purchase made off the Term Contract, which are considered Special Conditions. The term "Special Conditions" does not include any Contractor-provided documents, including attachments or standard preprinted forms, service agreements, end user agreements, product literature, or "shrink wrap" terms accompanying or affixed to a Product, whether written or electronic, or terms incorporated onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. Any Customer Special Conditions shall not become a part of the Term Contract.
- 5.3.1 Term.** The term of the Customer purchase off the Term Contract will be as specified in the purchase, except that if renewals of the purchase are permitted, the Customer and Contractor shall not renew the purchase if the Term Contract expires prior to the effective date of the renewal. Any existing term of a purchase off the Term Contract shall not extend more than forty-eight (48) months beyond the end of the Term Contract. However, if an extended pricing plan offered in the Term Contract is agreed upon by the Customer and Contractor and extends more than forty-eight (48) months beyond the end of the Term Contract, the agreed upon extended pricing plan terms shall govern the maximum duration of the purchase. The Contractor is required to fulfill timely purchases that extend performance beyond the Term Contract term even when such extended delivery will occur after expiration of the Term Contract. For such purchases, all terms and conditions of the Term Contract shall survive the termination or expiration of the Term Contract and apply to the Contractor's continued performance.

- 5.3.2 **Additional Requirements.** All Customer purchases off the Term Contract shall contain the Term Contract name and number and shall be placed by the Customer. Delivery or furnishing Products shall not occur until the Customer executes their contract or transmits the purchase order, as defined in Rule 60A-1.001, F.A.C.

SECTION 6. PAYMENT AND FEES.

- 6.1 **Pricing.** The Contractor shall not exceed the pricing set forth in the Term Contract documents.

- 6.2 **Best Pricing Offer.** During the term of the Term Contract, if the Department or Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a Product outside the Term Contract, but upon the same or similar terms of the Term Contract, then the Department or Customer may request that the Contractor immediately reduce to the lower price.

- 6.3 **Price Decreases.** The following price decrease terms will apply to the Term Contract:

- 6.3.1 **Quantity Discounts.** The Contractor may offer additional discounts for one-time delivery of large single orders. The Customer should seek to negotiate additional price concessions on quantity purchases of any Products offered under the Term Contract.

- 6.3.2 **Sales Promotions.** In addition to decreasing prices for the balance of the Term Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. If conducting a sales promotion, the Contractor must submit documentation to the Department's Contract Manager identifying the proposed: (1) starting and ending dates of the promotion, (2) Products involved, and (3) promotional prices compared to then-authorized prices. The Contractor shall provide notice to Customers of the promotion and shall make the promotional prices available to all Customers.

- 6.3.3 **Equitable Adjustment.** The Department may, in its sole discretion, make an equitable adjustment in the Term Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Term Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Term Contract would result in a substantial loss.

- 6.4 **Purchase Prerequisites.** The Contractor may be required to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders. The Contractor shall not charge any fees for payments received via the State's P-Card. The Contractor must ensure that entities receiving payment directly from Customers under this Term 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>)

- 6.5 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), Florida Statutes (F.S.). All payments issued by Agencies to registered vendors for purchases of Commodities or Contractual Services under Chapter 287, F.S., shall be assessed the Transaction Fee of one percent (1.0%) of the total amount of the payments received from the State or Eligible Users, as prescribed by Rule 60A-1.031, Florida Administrative Code (F.A.C.), or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Agency will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the Transaction Fee or reporting of payments, which may subject the vendor to being suspended from business with the State of Florida.
- 6.6 Exclusivity.** The Term Contract is not an exclusive license to provide the Products described in the Term Contract. The Department may, without limitation and without recourse by the Contractor, contract with other vendors to provide the same or similar Products.

SECTION 7. PERFORMANCE

- 7.1 Warranty of Ability to Perform.** Upon the effective date of the Term Contract, and each year on the anniversary date of the Term Contract, the Contractor shall submit to the Department a completed PUR 7801, Vendor Certification Form. 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 Term Contract obligations.

Additionally, the Contractor shall promptly notify the Department in writing if its ability to perform is compromised in any manner during the term of the Term Contract (including potential inability to renew the Term Contract due to section 287.138 or 908.111, F.S.) or if it or its suppliers, subcontractors, or consultants under the Term Contract are placed on the Suspended Vendor, Convicted Vendor, Discriminatory Vendor, Forced Labor Vendor, or Antitrust Violator Vendor Lists. The Contractor shall use commercially reasonable efforts to avoid or minimize any delays in performance and shall inform the Department 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 has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor shall promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

- 7.2 Further Assurances.** The parties shall, with reasonable diligence, do all things and provide all reasonable assurances as may be necessary to complete the requirements of the Term Contract, and each party shall provide such further documents or instruments requested by the other party as may be reasonably necessary or desirable to give effect to the Term Contract and to carry out its provisions. The Department is entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and the details thereof.

7.3 Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Term Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of the Term Contract, unless the Department expressly waives such secondary liability. The Department may assign the Term Contract with prior written notice to Contractor of its intent to do so.

7.4 Employees, Subcontractors, and Agents.

7.4.1 **Subcontractors.** The Contractor will not subcontract any work under the Term Contract without prior written consent of the Department. The Contractor shall obtain prior written consent using the process identified on the Department's website: [Subcontractor/Dealer/Reseller Forms / Vendor Resources / State Purchasing / Business Operations - Florida Department of Management Services \(myflorida.com\)](https://myflorida.com/procurement/subcontractor-dealer-reseller-forms/). The use of the term "subcontractor" may refer to affiliates, resellers, dealers, distributors, partners, teammates, and all other third parties utilized by the Contractor at any tier under the Term Contract. The Contractor is responsible for ensuring that its subcontractors providing commodities and performing services in furtherance of the Term Contract do so in compliance with the terms and conditions of the Term Contract. By execution of the Term Contract, the Contractor acknowledges that it will not be released of its contractual obligations to Customers because of any failure of a subcontractor. The Contractor is fully responsible for satisfactory completion of all work performed under the Term Contract. The Contractor's use of a subcontractor not approved by the Department will be considered a material breach of the Term Contract.

7.4.2 **Independent Contractor.** The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department or the State and are not entitled to the benefits of Department or State employees. Neither the Customer nor the State will be bound by any acts or conduct of the Contractor or its employees, subcontractors, or agents. The Contractor shall include this provision in all of its subcontracts under the Term Contract.

7.5 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, subcontractors, or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, lightning strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect suppliers if no alternate source of supply is available to the Contractor.

In case of any delay the Contractor believes is excusable, the Contractor shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either (i) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result; or (ii) if a 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 ANY DELAY except if such delay is caused by the fraud, bad faith, or active interference of the Department. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy, and a rebuttable presumption of prejudice will exist based on

Contractor's untimely notice. The Contractor shall not assert any claim for damages related to such delay. The Contractor will not be entitled to an increase in the Term Contract price or payment of any kind from the Department for direct, indirect, consequential, impact, or other costs, expenses, or damages, including 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 subsection, the Department may unilaterally (and with no recourse on the part of the Contractor) identify and use an alternate source to complete any work under the Term Contract as the Department deems necessary, in its sole discretion. After the causes have ceased to exist, the Contractor shall 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 Department or State, in which case the Department may (i) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Department with respect to Products subjected to allocation; or (ii) terminate the Term Contract in whole or in part.

SECTION 8. CONTRACT MANAGEMENT

8.1 Department's Contract Manager. The Department's Contract Manager for the Term Contract, who is primarily responsible for the Department's oversight of the Term Contract, will be identified in a separate writing to the Contractor upon Term 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

8.2 Contractor's Contract Manager. The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Term Contract performance, will be identified in a separate writing to the Department upon Term 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

Either party may notify the other by email of a change to a designated contact providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

SECTION 9. COMPLIANCE WITH LAWS.

9.1 Conduct of Business. The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business and that are applicable to the Term Contract, including those of federal, state, and local agencies having jurisdiction and authority, and shall ensure that any and all subcontractors utilized do the same. The Contractor represents and warrants that no part of the funding under the Term Contract will be used in violation of any state or federal law, including, but not limited to, 8

U.S.C. § 1324 or 8 U.S.C. § 1325, or to aid or abet another in violating state or federal law. The Department may terminate the Term Contract at any time if the Contractor violates, or aids or abets another in violating, any state or federal law.

If the requirements of the Term Contract conflict with any governing law, codes or regulations, the Contractor shall notify the Department in writing and the parties shall amend the Term Contract to comply with the applicable code or regulation. Similarly, if the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the Products offered under the Term Contract, the Contractor shall immediately notify the Department in writing, indicating the specific restriction. The Department reserves the right and the complete discretion to accept any such alteration or to cancel the Term Contract at no further expense to the Department.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a Customer's continuing oversight team for purchases off this Term Contract.

9.2 Integrity. In addition to any applicable statutory restrictions, the Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (i) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (ii) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (ii), "gratuity" means any payment in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

SECTION 10. DISPUTES AND LIABILITIES.

10.1 Dispute Resolution. Should any disputes arise between the Department and the Contractor with respect to the Term Contract, the Contractor and the Department shall act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.

Exhaustion of this administrative remedy detailed in the Dispute Resolution Process contemplated in this Term Contract is an absolute condition precedent to the Contractor's ability to seek other remedies related to the Term Contract.

10.2 Dispute Resolution Process.

- (a) **Department Review.** The parties shall resolve disputes through written submission of their dispute to the Department's Contract Manager. The Department shall respond to the dispute in writing within ten (10) Business Days from the date that the Department's Contract Manager receives the dispute. The Department's decision shall be final unless a party provides the other party with written notice of the party's disagreement with the decision within ten (10) Business Days from the date of the Department's decision. If a party disagrees with the Department's decision, the party may proceed to subsection (b) below.
- (b) **Meeting between the Principals.** If either party disagrees with the Department's decision, such disagreeing party shall notify the other party of the disagreement within ten (10) Business Days. The parties shall then schedule a meeting between each party's principal (for the Department, the Department head or designee; for the Contractor, the Chief Executive Officer or designee) on a mutually agreed upon date, no later than ten (10)

Business Days after the provision of the notice. The principals shall attempt to mutually resolve the disagreement at such meeting.

- (c) Mediation. If the dispute is not resolved through a meeting of the Principals, the parties, upon mutual agreement, may mediate such dispute. If such mediation is not completed within 100 calendar days from receipt of the Department's decision, then either party may seek other remedies.

If the dispute is not resolved through the full process in subsections (a) - (c) above (or (a) – (b), if mediation is not agreed to), either party may pursue any other remedies.

10.3 Contractor's Obligation to Perform While Disputes are Pending. The Contractor shall proceed diligently with performance under the Term Contract pending the final resolution of any dispute or request for relief, claim, appeal, or action arising under the Term Contract and shall comply with directions to perform from the Department. Should the Contractor not perform while a dispute is pending, including by not performing disputed work, such nonperformance by the Contractor may be deemed to be an unexcused breach of the Term Contract which is separate and apart from any other dispute.

10.4 Governing Law and Venue. The Term Contract will be governed by, and construed in accordance with, the laws of the State. Jurisdiction and venue for suit arising under the terms of the Term Contract will exclusively be in the appropriate State court located in Leon County, Florida. Except as otherwise provided by law, the parties agree to be responsible for their own attorney's fees and costs incurred in connection with disputes arising under the terms of the Term Contract.

10.5 Remedies Cumulative. No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy will be cumulative, and will be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

10.6 JURY WAIVER. THE PARTIES, ON BEHALF OF THEMSELVES AND ASSIGNS, WAIVE ALL RIGHT TO TRIAL BY JURY FOR ANY ACTION, APPEAL, CLAIM, OR PROCEEDING, WHETHER IN LAW IN OR IN EQUITY, WHICH IN ANY WAY ARISES OUT OF OR RELATES TO THE TERM CONTRACT OR ITS SUBJECT MATTER.

10.7 Indemnification. For any and all third-party claims, actions, demands, liabilities, and expenses of any kind which are caused by, related to, growing out of or happening in connection with the Term Contract (including any determination arising out of or related to the Term Contract that the Contractor or its employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Department or State), the Contractor shall be fully liable for the actions of its employees, subcontractors, and agents and shall fully indemnify, defend, and hold harmless the Department and the State (including each of their current and former officers, agents, and employees) for any and all loss, damage, injury, costs, reasonable expenses, or other casualty to person or property. Without limiting this indemnification requirement, the Department may provide the Contractor (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and (iii) assistance in defending the action at the Contractor's sole expense. The above indemnity requirement does not apply to that portion of any loss or damages proximately caused by the negligent act or omission of the Department or the State. Nothing herein is intended to act as a waiver of the Department's or State's sovereign immunity or to be deemed consent by the Department or State or its

subdivisions to suit by third parties.

SECTION 11. MISCELLANEOUS.

- 11.1 Department of State Registration.** Consistent with Title XXXVI, F.S., if the Contractor asserts status other than that of a sole proprietor, it must provide the Department with i) conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity; ii) a certificate of authorization if a foreign business entity; or iii) if exempt from the registration requirements, a basis for such exemption.
- 11.2 Time is of the Essence.** Time is of the essence regarding every obligation of the Contractor under the Term Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.
- 11.3 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 the Contractor. Such purchases are independent of the Term Contract between the Department and the Contractor, and the Department is not a party to these transactions.

SECTION 12. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

- 12.1 General Record Management and Retention.** The Contractor shall retain all records that were made in relation to the Term Contract for the longer of five (5) years after expiration of the Term Contract or the period required by the General Records Schedules maintained by the Florida Department of State available at: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>.
- 12.2 Identification and Protection of Confidential Information.** Article 1, section 24, of the Florida Constitution, guarantees every person access to public records, and section 119.011, F.S., provides a broad definition of “public record.” As such, records submitted to the Department (or any other State agency) are public records and are subject to disclosure unless exempt from disclosure by law. If the Contractor considers any portion of a record it provides to the Department (or any other State agency) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law (“Confidential Information”), the Contractor shall mark as “confidential” each page of a document or specific portion of a document containing Confidential Information and simultaneously provide the Department (or other State agency) with a separate, redacted copy of the record. The Contractor shall state the basis of the exemption that the Contractor contends is applicable to each portion of the record redacted, including the specific statutory citation for such exemption. The Contractor shall only redact portions of records that it claims contains Confidential Information. If the Contractor fails to mark a record it claims contains Confidential Information as “confidential,” or fails to submit a redacted copy in accordance with this section of a record it claims contains Confidential Information, the Department (or other State agency) shall have no liability for release of such record. The foregoing will apply to every instance in which the Contractor fails to both mark a record “confidential” and redact it in accordance with this section, regardless of whether the Contractor may have properly marked and redacted the same or similar Confidential Information in another instance or record submitted to the Department (or any other State agency).

In the event of a public records request, to which records the Contractor marked as “confidential” are responsive to the request, the Department shall provide the Contractor-redacted copy to the requestor. If the Contractor has marked a record as “confidential” but failed to provide a Contractor-redacted copy to the Department, the Customer may notify the Contractor of the request and the Contractor may have up to ten (10) Business Days from the date of the notice to provide a Contractor-redacted copy, or else the Department may release the unredacted record to the requestor without liability. If the Department provides a Contractor-redacted copy of the documents and the requestor asserts a right to the Contractor-redacted Confidential Information, the Department shall promptly notify the Contractor such an assertion has been made. The notice will provide that if the Contractor seeks to protect the Contractor-redacted Confidential Information from release it must, within thirty (30) days after the date of the notice and at its own expense, file a cause of action seeking a declaratory judgment that the information in question is exempt from section 119.07(1), F.S., or other applicable law and an order prohibiting the Department from publicly disclosing the information. The Contractor shall provide written notice to the Department of any cause of action filed. If the Contractor fails to file a cause of action within thirty (30) days the Department may release the unredacted copy of the record to the requestor without liability.

If the Department is requested or compelled in any legal proceeding to disclose documents that are marked as “confidential” (whether by oral questions, interrogatories, requests for information or documents, subpoena, or similar process), unless otherwise prohibited by law, the Department shall give the Contractor prompt written notice of the demand or request prior to disclosing any Confidential Information to allow the Contractor to seek a protective order or other appropriate relief at the Contractor’s sole discretion and expense. If the Contractor fails to take appropriate and timely action to protect the Confidential Information contained within documents it has marked as “confidential” or fails to provide a redacted copy that may be disclosed, the Department may provide the unredacted records in response to the demand without liability.

The Contractor shall protect, defend, and indemnify the Department for all claims, costs, fines, settlement fees, and attorneys’ fees, at both the trial and appellate levels, arising from or relating to the Contractor’s determination that its records contain Confidential Information. In the event of a third-party claim brought against the Department for failure to release the Contractor’s redacted Confidential Information, the Contractor shall assume, at its sole expense, the defense or settlement of such claim, including attorney’s fees and costs at both the trial and appellate levels. If the Contractor fails to continuously undertake the defense or settlement of such claim or if the Contractor and Department mutually agree that the Department is best suited to undertake the defense or settlement, the Department will have the right, but not the obligation, to undertake the defense or settlement of such claim, at its discretion. The Contractor shall be bound by any defense or settlement the Department may make as to such claim, and the Contractor agrees to reimburse the Department for the expense, including reasonable attorney’s fees and costs at both the trial and appellate levels associated with any defense or settlement that the Department may undertake to defend Contractor’s Confidential Information. The Department will also be entitled to join the Contractor in any third-party claim for the purpose of enforcing any right of indemnity under this section.

If at any point the Department is reasonably advised by its counsel that disclosure of the

Confidential Information is required by law, including but not limited to Florida's public records laws, the Department may disclose such Confidential Information without liability hereunder.

12.3 Public Records Requirements Pursuant to Section 119.0701, F.S. Solely for the purpose of this section, the Department's Contract Manager is the agency custodian of public records. If, under the Term Contract, the Contractor is providing services and is acting on behalf of the public agency, as provided in section 119.0701, F.S., the Contractor shall:

- i. Keep and maintain public records required by the Department to perform the service.
- ii. Upon request from the Department's custodian of public records, provide the Department 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.
- iii. 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 Term Contract term and following the completion of the Term Contract if the Contractor does not transfer the records to the Department.
- iv. Upon completion of the Term Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department 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 Term Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

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 TERM 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.

12.4 Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Term Contract without prior written approval from the Department, including mentioning the Term Contract in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Contractor's name and either a description of the Term Contract or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a party to the Term Contract, except potential or actual Customers or authorized distributors, dealers, resellers, or service representatives.

12.5 Intellectual Property.

- 12.5.1 **Ownership.** Unless specifically addressed otherwise in the Customer's contract, the State of Florida shall be the owner of all intellectual property rights to all new property created or developed in connection with the Customer's contract. This shall not apply to intellectual property developed prior to the execution of the Term Contract.
- 12.5.2 **Patentable Inventions or Discoveries.** Any inventions or discoveries developed in the course, or as a result, of services in connection with the Customer's 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 and the Department of any inventions or discoveries developed or made through performance of the Customer's 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 Customer's contract. This shall not apply to any invention or discovery made prior to the execution of the Term Contract.
- 12.5.3 **Copyrightable Works.** Contractor must notify the Customer and the Department of any publications, artwork, or other copyrightable works developed in connection with the Customer's contract. All copyrights created or developed through performance of the Customer's contract are owned solely by the State of Florida. This shall not apply to any copyrightable works created or developed prior to the execution of the Term Contract.

SECTION 13. 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. "State of Florida data" means data collected by, transmitted from, created for, or provided by the Department or the Customer. 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 Incident involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day of becoming aware of the Security Incident. "Security Incident" for purposes of this section will refer to an actual or imminent threat of a violation of information technology resources, security, policies, or practices, unauthorized access of State of Florida data, or occurrences that compromise the confidentiality, integrity, or availability of State of Florida data. An imminent threat refers to a situation in which the Contractor has a factual basis for believing that a specific incident is about to occur. Once a data breach has been contained, the Contractor must provide the Department and the Customer 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 current state and federal rules and regulations regarding security of information.

SECTION 14. CONTRACT MONITORING.

- 14.1 **Performance Standards.** The Contractor agrees to perform all tasks and provide deliverables as set forth in the Term Contract. 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.

14.2 Contract Reporting. The Contractor shall provide the Department the following accurate and complete reports associated with this Term Contract.

14.2.1 Term Contract Quarterly Sales Reports. The Contractor shall submit Quarterly Sales Reports in the manner and format required by the Department 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).

The Quarterly Sales Report template can be found here: [Quarterly Sales Report Format / Vendor Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS \(myflorida.com\)](#). 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. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Term Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Term Contract.

14.2.2 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 Vendor Identification Information 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.

14.2.3 Ad Hoc Sales Reports. The Department may require additional Term 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.

14.2.4 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_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.

14.3 Business Review Meetings. Both the Department and Customer reserve the right to schedule business review meetings. 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:

- Term Contract or Customer contract compliance
- Term Contract savings (in dollar amount and cost avoidance)
- Spend reports by Customer
- Recommendations for improved compliance and performance

14.4 Performance Deficiencies.

14.4.1 **Proposal of a Corrective Action Plan.** In addition to the processes set forth in the Term Contract (e.g., service level agreements), if the Customer or the Department determines that there is a performance deficiency that requires correction by the Contractor, then the Customer or the Department will notify the Contractor. The correction must be made within a timeframe specified by the Customer or the Department. The Contractor must provide the Customer or the Department with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Customer or the Department.

14.4.2 **Retainage for Unacceptable Corrective Action Plan or Plan Failure.** For Customer-requested Corrective Action Plans, if the corrective action plan is unacceptable to the Customer, or implementation of the plan fails to remedy the performance deficiencies, the 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 Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Customer for the performance deficiencies.

14.5 Inspection.

14.5.1 **Inspection at Contractor's Site.** The Department reserves the right to inspect, or enlist a third-party to perform, at any reasonable time with prior notice, the equipment, product, plant or other facilities of the Contractor to assess conformity with Term Contract requirements and to determine whether they are adequate and suitable for proper and effective Term Contract performance.

14.5.2 **Statutory Inspection Rights.** If services are to be provided pursuant to the Term Contract, in accordance with section 216.1366, F.S., the Department is authorized to inspect the: (i) financial records, papers, and documents of the Contractor that are directly related to the performance of the Term Contract or the expenditure of State funds; and (ii) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Term Contract or to ensure that the terms of the Term Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) Business Days after the request is made.

Further, for any Term Contract for services with a nonprofit organization as defined in section 215.97(2)(m), F.S., the Contractor must provide documentation that indicates the amount of state funds:

1. Allocated to be used during the full term of the Term Contract for remuneration to any member of the board of directors or an officer of the contractor; and
2. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor.

The documentation must indicate the amounts and recipients of the remuneration.

14.5.3 **Inspection Compliance.** The Contractor understands its, and its subcontractors (if any), duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Department's Inspector General, or other authorized State official, the Contractor shall provide any type of information the State official deems relevant to the Contractor's integrity or responsibility. Such information may include the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Term Contract. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of the Term Contract or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs will include salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

SECTION 15. 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 Term Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Term Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Term 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 Term Contract.

SECTION 16. CONFIDENTIALITY.

The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its employees, subcontractors, or agents in the course of performing Term Contract work, including security procedures, business operations information, or commercial proprietary information in the possession of the Customer or State. The Contractor will not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the Customer's or State's confidential information, or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, the Contractor shall take appropriate steps as to its employees, subcontractors, and agents.

SECTION 17. SUPPLIER DEVELOPMENT.

17.1 Office of Supplier Development. The State of Florida supports its business community by creating opportunities for business enterprises to participate in procurements and contracts. The Department encourages supplier development through certain certifications and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Development (OSD) at OSDHelp@dms.fl.gov.

17.2 Reporting Certified Business Enterprises. 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 vendor identification information 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 Term Contract.

Prepared For:	Ship To:	Presented By:
City of Temple Terrace Sally Cabrera 11250 North 56th St 2nd Floor Temple Terrace, FL 33617 United States Phone (813) 506-6455 Email scabrera@templeterrace.gov	City of Temple Terrace Sally Cabrera 11250 North 56th St Temple Terrace, FL 33617 United States	Dan Beeman Dan.beeman@vtechio.com 813-777-7651
Please review quote for shipping address and accuracy of each item BEFORE placing order. ALL SALES ARE FINAL ** 30-day from ship-date return window for items damaged in transit.		
		Terms: Net 45 Days

Line #	Description	Product #	List Price	Disc %	Unit Price	Qty	Ext. Price
1	Dell Pro 16 (PC16250) XCTO Base Estimated delivery date: Oct. 10, 2025 Intel(R) Core(TM) Ultra 5 235U vPro(R) (12 TOPS NPU, 12 cores, up to 4.9 GHz) Windows 11 Pro Platinum silver color, metallic finish 16 GB: 1 x 16 GB, DDR5, 5600 MT/s (5200 MT/s with Intel Core processors) Integrated Intel(R) graphics for Intel(R) Core(TM) Ultra 5 235U vPro(R) processor 512 GB SSD English, French, Spanish, Brazilian Portuguese 16", NonTouch, FHD+, 300 nit, 45% NTSC, AntiGlare, FHD+IR Cam No Fingerprint Reader, vPro FHD HDR + IR Camera, Facial Recognition, TNR, Camera Shutter, Microphone English US backlit Copilot key keyboard with numeric keypad No Mouse Intel(R) BE200 WLAN Driver Intel(R) WiFi 7 (6E/6 where 7 unavailable) BE200, 2x2, 802.11be, Bluetooth(R) 5.4 wireless card No Mobile Broadband Card 3cell, 45 Wh, ExpressCharge Capable, ExpressCharge Boost Capable 65W AC adapter, USB TypeC E4 Power Cord 1M for US Quick Start Guide Documentation ENERGY STAR Qualified Custom Configuration Dell Pro 16 Mix Model TypeC BTO Standard Shipment (S) No UPC/EAN Label	210-BQPL	\$2,050.13	42.53 %	\$1,178.23	75	\$88,367.25

Line #	Description	Product #	List Price	Disc %	Unit Price	Qty	Ext. Price
	EPEAT 2018 Registered (Gold)						
	Intel Rapid Storage Technology Driver						
	Intel vPro Enterprise Management Enabled						
	Intel Core Ultra 5 vPro Processor Label						
	Intel(R) Connectivity Performance Suite						
	ProSupport: Next Business Day Onsite, 1 Year						
	ProSupport: Next Business Day Onsite, 4 Year Extended						
	ProSupport: 7x24 Technical Support, 5 Years						
	Dell Limited Hardware Warranty						
	Dell Limited Hardware Warranty Extended Year(s)						
	Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport						
	No AutoPilot						
	Activate Your Microsoft 365 For A 30 Day Trial						
	Dell Additional SWDell Pro Laptop						
	No AntiVirus Software						
	OSWindows Media Not Included						
2	Dell Pro Max 16 XE (MC16250) Base	210-BPVW	\$4,709.27	50.34 %	\$2,338.39	10	\$23,383.90
	Estimated delivery date: Oct. 8, 2025						
	Intel Core Ultra 7 265H, vPro Enterprise (24MB, 16 cores, 16 threads, up to 5.30 GHz Turbo, 45W)						
	Windows 11 Pro						
	32GB: 2x16GB, DDR5, 5600 MT/s, SoDIMM, Dual Channel, nonECC						
	Intel Core Ultra 7 265H Processor with vPro						
	Intel vPro Technology Disabled						
	1TB Performance SSD Gen4, SED Ready						
	16" FHD+ LCD with 300 nits, Touch, FHD HDR IR Camera, Microphone, WLAN and WWAN						
	FHD+IR Camera, HDR						
	English US backlit Copilot key keyboard						
	No Mouse						
	Intel BE201 WLAN Driver						
	Intel WiFi 7 BE201, Bluetooth 5.4 wireless card						
	6 cell, 96Whr, ExpressCharge(TM) Capable, standard battery						
	130W AC adapter, USB Type C						
	Palmrest With Smart Card Only + Control Vault 3+						
	E5 Power Cord 1M for US						
	Quick Setup Guide for Dell Pro Max 16						
	Documentation						
	ENERGY STAR Qualified						
	Packaging for Discrete/UMA graphic card + 130W adapter						
	Intel Core Ultra 7 Processor Label						
	BTO Standard Shipment (S)						
	No UPC/EAN Label						
	English, French, Spanish, Brazilian Portuguese						

Line #	Description	Product #	List Price	Disc %	Unit Price	Qty	Ext. Price
	No Intel Connectivity Performance Suite EPEAT 2018 Registered (Gold) NVIDIA RTX PRO 500 Blackwell 6GB GDDR7 Dell Pro Max 16 Bottom Door, Discrete Custom Configuration NO RAID No Mobile Broadband Card No Additional Hard Drive Intel(R) Rapid Storage Technology Driver Dell Limited Hardware Warranty Plus Service ProSupport: 7x24 Technical Support, 5 Years ProSupport: Next Business Day Onsite, 5 Years Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport Activate Your Microsoft 365 For A 30 Day Trial Dell Pro Max 16 No AntiVirus Software OSWindows Media Not Included No AutoPilot						
3	Dell Pro Micro Intel(R) Core(TM) Ultra 5 235T (R) (13 TOPS NPU, 14 cores, up to 5.0GHz) Estimated delivery date: Oct. 9, 2025 Windows 11 Pro 16 GB: 1 x 16 GB, DDR5, up to 5600 MT/s, nonECC 512GB SSD No Additional Hard Drive Intel(R) WiFi 7 BE200, 2x2, 802.11be, Bluetooth(R) wireless card Internal WiFi Antenna Wireless Driver, Intel(R) WiFi 7 BE200, 2x2, 802.11be, Bluetooth(R) wireless card Dell Pro Micro with 35W Processor Dell Pro Keyboard and MouseKM5221WUS EnglishBlack Mouse included with Keyboard No Additional Cable No Stand or Mount ENERGY STAR Qualified US Power Cord Documentation Watch Dog SRV Quick Start Guide US/Canada Battery Warning Label No UPC/EAN Label Trusted Platform Module (Discrete TPM Enabled) Shipping Material, MPP Cusion	338-CRZJ	\$1,627.01	43.68 %	\$916.36	55	\$50,399.80

Line #	Description	Product #	List Price	Disc %	Unit Price	Qty	Ext. Price
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Shipping Label

Regulatory Label for 90W Adapter

Driver/APP for IRST

Intel Core Ultra 5 Processor Label

Desktop BTO Standard shipment

Dell Pro Micro QCM1250

No vPro(R) support

EPEAT 2018 Registered (Gold)

Custom Configuration

1st M.2 2230 SSD Extend Bracket & Screw

Internal Speaker

No PCIe addin card

No Additional Video Ports

90 Watt A/C Adapter

No Stand or Mount

No Option Included

English, French, Spanish, Brazilian Portuguese

Dell Limited Hardware Warranty Plus Service

ProSupport: Next Business Day Onsite, 5 Years

ProSupport: 7x24 Technical Support, 5 Years

Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport

No AutoPilot

Activate Your Microsoft 365 For A 30 Day Trial

Dell Pro Micro QCM1250

No AntiVirus Software

OSWindows Media Not Included

Not selected in this configuration

Contract Name: Dell NASPO Computer Equipment PA - Florida - | Computers at Work, Inc DBA vTECHio | Customer Agreement ID: 23026 / 43210000-23-NASPO-ACS Contract Expiration Date: June 30, 2026

Recurring :		Totals :	
Your investment in addition to the Grand Total:		Vendor Subtotal	-\$290,338.00
<i>\$0.00</i>	<i>Billed Monthly</i>	Your Subtotal	\$162,150.95
<i>\$0.00</i>	<i>Billed Quarterly</i>	Tax	\$0.00
<i>\$0.00</i>	<i>Billed Annually</i>	Shipping	\$0.00
		Grand Total	\$162,150.95
www.vTECHio.com			

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. vTechio reserves the right to cancel quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on your "Ship To" address. Please indicate any tax-exempt status on your PO, and email your exemption certificate to DJ.peterson@vtechio.com . Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to DJ.peterson@vtechio.com

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice.***A 3.5% convenience fee will be charge for credit card purchases*** By signing this quote you acknowledge having read and agree to be bound by such terms.

Item Cover Page

City Council Item Report

Date: October 21, 2025

From: Amy Huchla, Public Safety Telecommunications Supervisor

Item Type: Resolution

Subject: Resolution Approving the Continued Designation of Communications International, Inc., to Serve as the Vendor for the Maintenance and Support of the City's Public Safety Radio System

Presenter: Amy Huchla, Public Safety Telecommunications Supervisor

Recommendation:

It is recommended that City Council adopt a resolution approving Communications International, Inc., to serve as the vendor for the maintenance and support of the City's public safety radio system for twelve months beginning October 1, 2025, at a cost of \$65,106.00 under the Hillsborough County Sheriff's Office Contract RFP 15-20.

Discussion:

The selection of Communications International as our vendor of choice for equipment maintenance and support is in keeping with the previously approved parameters of the Police Department's 2013 800MHz Radio Migration Project, whereby City Council authorized the use of Hillsborough County Sheriff's Office (HCSO) RFP 26-10 for the purposes of implementation, phased build out, and ongoing maintenance of the newly acquired equipment. On January 25, 2021, HCSO executed a five-year extension of its contract with Communications International, written pursuant to Hillsborough County Sheriff's Office RFP 15-20. In accordance with the aforementioned contract extension of HCSO RFP 15-20, and upon the approval of City Council, Communications International will continue to serve as the designated vendor for the maintenance and support for the City's public safety radio system. The annual renewal cost for the twelve-month term beginning October 1, 2025, is \$65,106.00. Funding for this expense is included in the FY 2026 annual budget. This expense will be paid from the Police Department radio maintenance account, 001-1411-521.46-15.

Resolution/Ordinance Information:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING THE CONTINUED DESIGNATION OF COMMUNICATIONS INTERNATIONAL, INC. TO SERVE AS THE VENDOR FOR THE MAINTENANCE AND SUPPORT OF THE CITY'S PUBLIC SAFETY RADIO SYSTEM FOR TWELVE

MONTHS BEGINNING OCTOBER 1, 2025 AT A COST OF \$65,106.00 UNDER THE HILLSBOROUGH COUNTY SHERIFF'S OFFICE CONTRACT RFP 15-20; APPROVING PAYMENT TO BE MADE FROM ACCOUNT 001-1411-521.46-15; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH COMMUNICATIONS INTERNATIONAL, INC.; PROVIDING AN EFFECTIVE DATE.

Appropriation Code:

001-1411-521.46-15

Requirements:

Resolution

Cost:

\$65,106.00

Attachments:

1. Resolution
2. CI Contract
3. Exhibit A - Hillsborough County Sheriff's Office Bid-15-20
4. RFP 15-20 Award
5. CI Quote 25-26
6. CI Sole Source Letter

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING THE CONTINUED DESIGNATION OF COMMUNICATIONS INTERNATIONAL, INC. TO SERVE AS THE VENDOR FOR THE MAINTENANCE AND SUPPORT OF THE CITY'S PUBLIC SAFETY RADIO SYSTEM FOR TWELVE MONTHS BEGINNING OCTOBER 1, 2025 AT A COST OF \$65,106.00 UNDER THE HILLSBOROUGH COUNTY SHERIFF'S OFFICE CONTRACT RFP 15-20; APPROVING PAYMENT TO BE MADE FROM ACCOUNT 001-1411-521.46-15; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH COMMUNICATIONS INTERNATIONAL, INC.; PROVIDING AN EFFECTIVE DATE.

Whereas, since 2013, the City's current public safety radio maintenance vendor, Communications International, Inc., has provided superior service, support, and maintenance to the City's public safety radio system; and

Whereas, the continued use of Communications International as our vendor of choice for equipment maintenance and support is consistent with the previously approved parameters of the Police Department's 2013 800MHz Radio Migration Project whereby City Council authorized the use of Hillsborough County Sheriff's Office RFP 26-10 for the purposes of implementation, phased build out, and ongoing maintenance of the newly acquired equipment; and

Whereas, on January 25, 2021, Hillsborough County Sheriff's Office executed a five-year extension of its contract with Communications International, pursuant to Hillsborough County Sheriff's Office RFP 15-20; and

Whereas, upon the approval of City Council, Communications International, Inc. will continue to serve as the designated vendor for the maintenance and support of the City's public safety radio system for the twelve-month period commencing on October 1, 2025, at a cost of \$65,106.00 piggybacking on the Hillsborough County Sheriff's Office contract RFP 15-20 (See Exhibit A attached hereto); and

Whereas, payment for this expenditure is budgeted in the Police Department Radio Maintenance account 001-1411-521.46-15.

Now, Therefore, be it Resolved by the City Council of the City of Temple Terrace, that:

1. The continued use of Communications International, Inc. to serve as the vendor for the maintenance and support of the City's public safety radio system for twelve months, beginning October 1, 2025, at a cost of \$65,106.00 under the Hillsborough County Sheriff's Office Contract RFP 15-20 is approved.
2. Payment of this expenditure from the Police Department Radio Maintenance account 001-1411-521.46-15 is approved.
3. The City manager is authorized to execute an agreement with Communications International, Inc.

4. This resolution shall be effective immediately upon adoption.

**Passed and Adopted by the City Council of the City of Temple Terrace, Florida, this 21st
Day of October, 2025**

(Corporate Seal)



X

Andrew Ross, Mayor
Chair of the City Council

Attest:

X

Lynda Sader
City Clerk



EQUIPMENT MAINTENANCE AND SERVICE AGREEMENT

This Gold Plan Service Agreement (the "Agreement") is entered into as of October 1, 2024 by and between Communications International, Inc., located at 2150 15th Avenue, , Vero Beach, Florida 32960 ("Ci"), and City of Temple Terrace located at 11250 North 56th Street, Temple Terrace, FL 33617 hereafter referred to the ("Customer"). Ci and Customer may also be referred to herein, individually, as a "Party," and, collectively, as the "Parties."

WHEREAS, Ci provides maintenance services for two-way radio communications equipment;

WHEREAS, the Customer desires to contract the repair and maintenance of certain two-way radio equipment;

WHEREAS, the Parties desire to establish terms, conditions, and pricing under which the particular equipment will be maintained as a piggyback of HCSO Bid No. 15-20;

WHEREAS, the Parties hereby desire to enter into this Agreement to set forth, in writing, their respective rights, duties, and obligations hereunder; and

NOW, THEREFORE, for and in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the Parties agree as follows:

1. DEFINITIONS

- A. "Demand Services" shall mean services requested by Customer which are not included in the fixed fee arrangement in this Agreement.
- B. "Emergency Services" shall mean services that are available by Ci twenty-four (24) hours per day, seven (7) days per week, including Federal and State Holidays.
- C. "Normal Working Hours" shall mean 8:00 am until 5:00 pm, local time, Monday through Friday, excluding Federal and State Holidays ("Business Days"), unless otherwise defined.
- D. "Services" shall mean those services to be provided by Ci to the Customer pursuant to this Agreement, but not limited to maintenance, repair, replacement, labor and testing.
- E. "Terminal Equipment" shall mean mobile radios, portable radios and fixed control station equipment listed in Exhibit B, attached hereto and incorporated herein.

2. SCOPE OF AGREEMENT

Ci agrees to maintain the ability to provide the services set forth in Exhibit A, attached hereto and incorporated herein, and to provide the Services described herein, including Demand and Emergency Services. The Customer agrees to purchase these Services from Ci, as needed, in accordance with Exhibit C, attached hereto and incorporated herein.

3. **TERM AND TERMINATION**

- A. The initial term of this Agreement shall be for a period of one (1) year (the "Term"). The Agreement shall renew annually upon mutual agreement.
- B. This Agreement may be terminated by either Party, with or without cause, upon ninety (90) days written notice, by overnight delivery, personal delivery or registered mail return receipt requested to the other Party. Such notice shall be effective upon receipt. Notices shall be mailed to the addresses below:

City Temple Terrace
11250 N. 56th Street
Temple Terrace, FL
33617

Communications International
2150 15th Avenue
Vero Beach, FL 32960

- C. Upon termination of this Agreement, by either Party, after Ci has performed the annual Preventative Maintenance on Customer's equipment, the Customer shall pay Ci fifty percent (50%) of the annual rate within thirty (30) days of termination.

4. **PRICES AND TERMS OF PAYMENT**

- A. The prices to be charged for the regular routine maintenance Services are as set forth in Exhibit B.
- B. The prices to be charged for the Demand Services and Professional Services are as set forth in Exhibit C.
- C. All pricing discounts on both hardware and software, including all vendor equipment offered by Ci are set forth in Exhibit D, attached hereto and incorporated herein.
- D. Payment for Services for annual support and maintenance, as outlined in Exhibit B of this Agreement, is payable in full thirty (30) days after receipt of invoice.
- E. Payment for all Demand Services, Professional Services and purchase of all products and/or equipment is due in full thirty (30) days after receipt of invoice. Invoices shall be submitted to the Customer as the work is completed.

5. **EXTRA CHARGES**

No extra charges of any kind will be allowed unless specifically agreed to in writing by both Parties.

6. **SERVICES**

- A. Installation, removal, or reinstallation of equipment shall be performed by Ci following reasonable notice to the Customer at the rates listed in Exhibit C at a time agreed to by both Parties.

- B. Customer shall be charged the Demand Services rate set forth in **Exhibit C** for all items and services not covered for maintenance under **Exhibit B**, such as batteries, chargers, mobile and portable antennas, audio accessories, carrying accessories or repairs caused by physical damage or abuse.
- C. In addition to the Services specified in this Agreement, the Customer may order other work to be provided by Ci, including specially designed work or services otherwise not covered by this Agreement ("Special Requirements Order"). Within ten (10) business days of receipt of a Special Requirements Order, Ci will furnish the Customer with a written proposal to fill such Special Requirements Order, including price and delivery time. The Customer may accept or reject any such proposal with ten (10) Business Days of receipt. Any proposal not specifically accepted will be deemed rejected on the eleventh (11th) Business Day after receipt.
- D. Purchase orders issued in compliance with this Agreement, other than Special Requirements Orders, shall be deemed accepted upon receipt by Ci. Special Requirement Orders shall be deemed accepted by Ci upon receipt of the Customer's acceptance of Ci's proposal.
- E. Unless otherwise specifically agreed between Ci and the Customer, in writing, the terms and conditions of this Agreement shall take precedence over any accepted purchase order issued after the date of this Agreement.
- F. All qualified Terminal Equipment in the Customer's inventory must be listed in **Exhibit B** to be covered under this Agreement.
- G. Terminal Equipment may be delivered or shipped to Ci by Customer or picked up by Ci during a weekly service visit by Ci. Maintenance shall be performed at a Ci facility during Normal Working Hours. If Terminal Equipment is shipped to the Ci facility for repair, the return shipping charges shall be billable to the Customer.
- H. Emergency Services on Terminal Equipment, if requested, will be performed and will be charged at the Demand Services rate set forth in **Exhibit C**.

7. PREVENTIVE MAINTENANCE

- A. Ci will annually perform verification on Terminal Equipment covered by this Agreement to validate factory specifications and correct any deficiencies found ("Preventative Maintenance"). Upon Customer's request, Ci will repair damage due to abuse or neglect at the Demand Service rate listed in **Exhibit C**.
- B. Any Terminal Equipment found to be non-working or incapable of meeting specifications during performance of the first Preventative Maintenance effort will be omitted from inventory on **Exhibit B** until the Terminal Equipment is brought up to specification at the Customer's expense. Terminal Equipment that is designed to operate in chemically volatile or explosive atmospheres or when immersed in water (e.g. Immersion or Intrinsically Safe radios) are **not** covered by this Agreement.
- D. Copies of service records will be available to the Customer upon request.

8. **ADDITIONS AND DELETIONS**

- A. The quantity of Terminal Equipment units to be maintained and/or serviced may be added to, or removed from, this Agreement while the Agreement is in force. New Terminal Equipment units purchased in any given budget year of the Customer may be added to the Agreement the month following the expiration date of the manufacturer's warranty. A letter of authorization from the Customer is required to add to or remove Equipment from Exhibit B. Such Terminal Equipment must be identified by individual serial numbers.
- B. Before any piece of Equipment may be added to this Agreement, Ci has the right to evaluate the Equipment and bill the Customer for time and materials for any corrective actions needed for such Equipment at the Demand Services rate.
- C. Charges for Terminal Equipment added or removed in a particular month will be added to, or dropped from, the amount charged to the Customer the month following such change.
- D. Customer shall pay Ci fifty percent (50%) of the annual rate for any Equipment removed from Exhibit B after the annual Preventative Maintenance has been performed on such Equipment.

9. **RESPONSE TIME**

The estimated time of repair is five (5) Business Days for Terminal Equipment delivered to Ci's local facility.

10. **FORCE MAJEURE**

Parties will not be considered in default or liable for any delay or failure to perform its obligations under this Agreement if such delay or failure arises directly or indirectly out of an act of nature, war, labor strikes, lockouts, disputes, fires, quarantine restrictions, governmental action or by causes beyond the reasonable control of either party. In such event, any obligation of either party under this Agreement will be postponed until the cause underlying the Force Majeure ceases to exist and such postponement or delay will not be held against either party. Parties shall immediately notify the other verbally and in writing if a Force Majeure event delays performance and shall state the revised date for performance.

11. **LIMITATION OF LIABILITY**

Ci's liability, pursuant to Section 11, shall not exceed amount actually paid by the Customer to Ci under this Agreement, regardless of the legal theory under which such liability is imposed.

12. **INSURANCE**

- A. Within thirty (30) days of the execution of this Agreement, Ci shall furnish the Customer with certificates of insurance showing that Ci carries Automobile Insurance and General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Workmen's Compensation Insurance sufficient to satisfy state law requirements. The certificates of insurance shall also provide at least thirty (30) days

notice in writing shall be given to the Customer of any cancellation or reduction of coverage before such coverage is cancelled or reduced.

- B. Ci shall not be relieved of any obligation of indemnification pursuant to this Agreement by reason of its failure to secure and maintain insurance as required by this Section.

13. **ENTIRE AGREEMENT AND MODIFICATION**

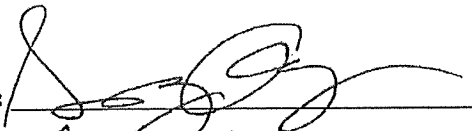
This Agreement and the attachments hereto and made a part hereof sets forth the entire agreement of the Parties with respect to the subject matter hereof and supersedes and merges all prior agreements and understandings. No amendment, modification, or waiver of any provisions of this Agreement or consent to any departure therefrom shall be effective unless in writing and signed by duly authorized officers of both Parties.

AUTHORIZED SIGNATURE

IN WITNESS HEREOF, Communications International, Inc. and the City of Temple Terrace have caused this Agreement to be signed as of the Effective Date set forth above.

COMMUNICATIONS INTERNATIONAL, INC.

CITY OF TEMPLE TERRACE

By: 
Name: Susan Alvarez
Title: 4/25/25

By: 
Name: Carlos Bain
Title: City Manager

Approved as to form and correctness:

X  Date: 4/25/2025
Ernest Mueller, Deputy City Attorney

EXHIBIT A SCOPE OF WORK

During the term of the Agreement, Ci agrees (I) to provide Customer with repair, maintenance services and parts to maintain the Customer's radio equipment as set forth herein, and (II) to provide the products and services as described herein at the prices set forth in Exhibits B and C.

1. Conditions of Service

Ci shall supply staffing, supervision, labor, service facilities, repair parts, test equipment, and supplies necessary to meet the service requirements stated herein.

2. Equipment Maintenance

Terminal Equipment shall be serviced at a Ci facility during Normal Working Hours. Emergency Services shall be available for mobile equipment twenty-four (24) hours per day, seven (7) days per week, and, if requested, will be performed at the rate stated for Emergency Services in Exhibit C. Mobile equipment, if removed from vehicle for repair at Ci's facility, shall be repaired and replaced within five (5) working days, if parts are available; otherwise repaired or replaced on a mutually agreed-upon time.

Solely at the Customer's request, and scheduled at a mutually agreed-upon time, mobile or portable equipment serviced at the Customer's building or vehicle's work location will be subject to a "Trip Charge" and will be performed at a rate listed on the Demand Services as specified in Exhibit C Bid 15-20 RATES.

3. Demand Services

When requested by the Customer, the installation, removal, or reinstallation of equipment shall be performed by Ci, following reasonable notice, and at the rates listed in Exhibit C. Service work made necessary because of abuse or neglect not under the control of Ci will be performed at the hourly rate for Demand Services plus parts. Special work, not otherwise covered, will be performed at prevailing rates, or may be performed by the Customer or its agents at Customer's election and expense.

Copies of service records for Demand Services will be provided by Ci to the Customer representative on a monthly basis together with or included in the regular monthly invoices submitted by the Ci for payment. The Parties shall agree upon an electronic format of transmitting the service records, which shall include a scanned copy of the work order (which shall have a legible signature from an authorized representative of the Customer before it will be accepted to be processed for payment) with each service record and request for payment. The Customer, for verification of authorization, shall submit a list of authorized signatures.

4. Preventative Maintenance Schedule

Ci will develop a mutually agreeable Preventative Maintenance schedule with Customer to perform Preventative Maintenance on Customer's Equipment that is listed in Exhibit B.

Ci will annually perform verification on mobiles, portables and fixed control stations covered by this Agreement to validate factory specifications and will correct any deficiencies found. Damage due to abuse will be repaired at the Demand Services rate, plus parts.

5. General

All services provided under this Agreement are only applicable to the Equipment listed in Exhibit B of this Agreement.

EXHIBIT B

Annual Support and Maintenance FY 24-25 Pricing

Description	Quantity	Price	Line Discount	Net Price	Extended Price
Portable Radios – at \$15.00 Each Per Month	12.00	1,500.00	0%	1,500.00	18,000.00
Mobile Radios – at \$15.00 Each Per Month	12.00	1,560.00	0%	1,560.00	18,720.00
Unity Mobile Radios – at \$25.00 Each Per Month	12.00	100.00	0%	100.00	1,200.00
Zetron Max PSP - \$2,750.00 Per Month	12.00	2,750.00	0%	2,750.00	33,000.00
Total					\$70,920.00

Model	Serial Number
	See Attached Equipment List

EXHIBIT C – Bid 15-20 RATES

D 2.10 - PROFESSIONAL SERVICES FOR SUPPORT OF COMMUNICATIONS SYSTEMS

D 2.10.10.1 Professional Rates			
System Technician			\$123
Maintenance Technician			\$123
Maintenance Bench Technician			\$123
RF Engineer			\$153
IT Engineer			\$170
System Installer			\$106
Vehicle Equipment Installer			\$106
Cabler			\$106
Support Staff			\$106
Project Manager			\$170
Site Manager			\$153
Emergency Service Rate			\$335.00 Plus 1.5 of Rate
Travel Time			Actual
Expenses			Actual plus 20%
Lodging			Actual
Per Diem (HCSO SOP 247 Rate)			HCSO SOP 247 Rate
PART D-10 System Total			\$

List any additional equipment charges not included in the above rates:

Regular Service Hours: Monday - Friday 8 AM to 5 PM Except Holidays
R/L Repair Technician - \$104.00
R/L Certification Technician - \$104.00
*Emergency Service Rate is a "HCSO request for service" after hours or on a Holiday
(Non-regular service hours) a Flat Rate of \$335 per call out plus the technician's service rate x1.5 of the hourly rate.

EXHIBIT D

Pricing Discounts

Pricing discounts for all Harris manufactured equipment will be at the current Public Safety discount level of at least 25% off list price published on the Harris website. All list pricing will reference the most current pricing available.

All vendor items will be priced at current published "Public Safety or Government" discount levels.

Discounts on all other manufactured equipment, custom equipment, and software not having published discount levels will be quoted at the time of request. All prices will be at best pricing offered to Public Safety Agencies by CI.

City of Temple Terrace Radio Equipment Inventory

Updated April 2025

Police Mobile Equipment

Model	Serial Number	Model	Serial Number
XL-185	A4031B000976	XL-185	A4031B001214
XL-185	A4031B000977	XL-185	A4031B001215
XL-185	A4031B000978	XL-185	A4031B001226
XL-185	A4031B000979	XL-185	A4031B001227
XL-185	A4031B000980	XL-185	A4031B001228
XL-185	A4031B001031	XL-185	A4031B001229
XL-185	A4031B001032	XL-185	A4031B001273
XL-185	A4031B001033	XL-185	A4031B001321
XL-185	A4031B001034	XL-185	A4031B001322
XL-185	A4031B001035	XL-185	A4031B001323
XL-185	A4031B001051	XL-185	A4031B001324
XL-185	A4031B001052	XL-185	A4031B001325
XL-185	A4031B001053	XL-185	A4031B001366
XL-185	A4031B001054	XL-185	A4031B001367
XL-185	A4031B001055	XL-185	A4031B001368
XL-185	A4031B001066	XL-185	A4031B001369
XL-185	A4031B001067	XL-185	A4031B001370
XL-185	A4031B001068	XL-185	A4031B001391
XL-185	A4031B001069	XL-185	A4031B001392
XL-185	A4031B001070	XL-185	A4031B001393
XL-185	A4031B001196	XL-185	A4031B001394
XL-185	A4031B001197	XL-185	A4031B001395
XL-185	A4031B001198	XL-185	A4031B001396
XL-185	A4031B001200	XL-185	A4031B001397
XL-185	A4031B001201	XL-185	A4031B001398
XL-185	A4031B001202	XL-185	A4031B001399
XL-185	A4031B001203	XL-185	A4031B001400
XL-185	A4031B001204	XL-185	A4031B001446
XL-185	A4031B001205	XL-185	A4031B001447
XL-185	A4031B001206	XL-185	A4031B001448
XL-185	A4031B001207	XL-185	A4031B001449
XL-185	A4031B001208	XL-185	A4031B001450
XL-185	A4031B001209	XL-185	A4031B001491
XL-185	A4031B001210	XL-185	A4031B001492
XL-185	A4031B001211	XL-185	A4031B001493
XL-185	A4031B001212	XL-185	A4031B001494
XL-185	A4031B001213	XL-185	A4031B001495
XL-185	A4031B000976	XL-185	A4031B001501

Fire Mobile Equipment

Model	Serial Number
XG75M	A4011E081006
XG75M	A4011E081007
XG75M	A4011E081437
XG75M	A4011E081284
XG75M	A4011E081010
XG75M	A4011E081078
XG75M	A4011E081079
XG75M	A4011E081080
XG75M	A4011E081281
XG75M	A4011E081438
XG75M	A4011E081282
XG75M	A4011E081440
XG75M	A4011E081285
XG75M	A4011E081436
XG75M	A4011E081008
XG75M	A4011E081283
XG75M	A4011E081009
XG75M	A4011E081439
XG75M	A4011E048912
XG75M	A4011E048928

Fire Unity Mobile Equipment

Model	Serial Number
Unity Mobile	A40201015983
Unity Mobile	A40201016103
Unity Mobile	A40201016128
Unity Mobile	A40201016133

Police Portable Equipment

Model	Serial Number	Model	Serial Number
XL-200P	A40337002968	XL-200P	A4032B008408
XL-200P	A40337002986	XL-200P	A40337003051
XL-200P	A4032B003646	XL-200P	A4032B008407
XL-200P	A40337002991	XL-200P	A40337003130
XL-200P	A40337002994	XL-200P	A40337003136
XL-200P	A4032B003596	XL-200P	A40337003151
XL-200P	A4032B003518	XL-200P	A4032B003643
XL-200P	A40337003258	XL-200P	A4032B003575
XL-200P	A40337002998	XL-200P	A40337003152
XL-200P	A40301209756	XL-200P	A40337003167
XL-200P	A40301209927	XL-200P	A40337003174
XL-200P	A40301212804	XL-200P	A40337003179
XL-200P	A40301214620	XL-200P	A40337003183
XL-200P	A40301214840	XL-200P	A40337003189
XL-200P	A40301215086	XL-200P	A40337003212
XL-200P	A40301215155	XL-200P	A40337003220
XL-200P	A4032B003236	XL-200P	A40337003228
XL-200P	A4032B003147	XL-200P	A40337003234
XL-200P	A40301215270	XL-200P	A40337003248
XL-200P	A40301215374	XL-200P	A4032B003489
XL-200P	A40301215655	XL-200P	A40337003099
XL-200P	A40301215719	XL-200P	A40337003113
XL-200P	A40301215884	XL-200P	A40337003116
XL-200P	A40301215912	XL-200P	A40337003127
XL-200P	A40301215943	XL-200P	A40337003221
XL-200P	A40301216096	XL-200P	A40337003227
XL-200P	A40301216132	XL-200P	A40337003249
XL-200P	A40301216159	XL-200P	A40337003254
XL-200P	A40301216184	XL-200P	A40337003256
XL-200P	A40301216260	XL-200P	A40337003235
XL-200P	A4032B003276	XL-200P	A40337003241
XL-200P	A4032B008458	XL-200P	A40337003259
XL-200P	A4032B008413	XL-200P	A40337003262
XL-200P	A4032B008410	XL-200P	A40337003264
XL-200P	A4032B003614	XL-200P	A40337003268
XL-200P	A4032B003455	XL-200P	A40337003270
XL-200P	A40337003046	XL-200P	A40337003271
XL-200P	A4032B003462	XL-200P	A40301215191
XL-200P	A4032B003558	XL-200P	A40337003275
XL-200P	A4032B003540	XL-200P	A4032B003639

Fire Portable Equipment

Model	Serial Number	Model	Serial Number
Harris XL-185	A40337004452	Harris XL-185	A4033B002309
Harris XL-185	A40337005663	Harris XL-185	A4033B002310
Harris XL-185	A40337004482	Harris XL-185	A4033B002311
Harris XL-185	A40337004582	Harris XL-185	A4033B002312
Harris XL-185	A40337004508	Harris XL-185	A4033B002313
Harris XL-185	A40337011454	Harris XL-185	A4033B002314
Harris XL-185	A40337004520	Harris XL-185	A4033B002315
Harris XL-185	A40337012504	Harris XL-185	A4033B002316
Harris XL-185	A4033B002469	Harris XL-185	A4033B002327
Harris XL-185	A40337004563	Harris XL-185	A4033B002328
Harris XL-185	A40337004571	Harris XL-185	A4033B002329
Harris XL-185	A40337004568	Harris XL-185	A4033B002330
Harris XL-185	A4033B002192	Harris XL-185	A4033B002331
Harris XL-185	A4033B002202	Harris XL-185	A4033B002332
Harris XL-185	A4033B002203	Harris XL-185	A4033B002333
Harris XL-185	A4033B002204	Harris XL-185	A4033B002334
Harris XL-185	A4033B002205	Harris XL-185	A4033B002335
Harris XL-185	A4033B002206	Harris XL-185	A4033B002336
Harris XL-185	A4033B002297	Harris XL-185	A4033B002337
Harris XL-185	A4033B002298	Harris XL-185	A4033B002343
Harris XL-185	A4033B002299	Harris XL-185	A4033B002344
Harris XL-185	A4033B002300	Harris XL-185	A4033B002346
Harris XL-185	A4033B002301	Harris XL-185	A40337004583
Harris XL-185	A4033B002302	Harris XL-185	A40337004647
Harris XL-185	A4033B002303	Harris XL-185	A40337004666
Harris XL-185	A4033B002304	Harris XL-185	A4033B002309
Harris XL-185	A4033B002305	Harris XL-185	A4033B002310
Harris XL-185	A4033B002306	Harris XL-185	A4033B002311
Harris XL-185	A4033B002307	Harris XL-185	A4033B002312
Harris XL-185	A4033B002308	Harris XL-185	A4033B002313

Dispatch – Zetron MAX

Model	Serial Number
Zetron Max Pro	5KP9CX1
Zetron Max Pro	5KPQ9CX1
Zetron Max Pro	C7BCTQ1
Zetron Max Pro	5KM8CX1
Zetron Max Pro	5KJ9CX1
Zetron Max Pro	5JV9CX1

Hillsborough County Sheriff's Office

INVITATION TO BID No. 15-20

800 MHz ENHANCED DIGITAL SIMULCAST SYSTEM (EDACS) and 700 MHz DIGITAL P25 COMMUNICATIONS SYSTEMS

Photos: Wikipedia



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**HILLSBOROUGH COUNTY
SHERIFF'S OFFICE**



CHAD CHRONISTER, SHERIFF

INVITATION TO BID No. 15-20

800 MHz ENHANCED DIGITAL SIMULCAST
SYSTEM (EDACS) and 700 MHz DIGITAL P25
COMMUNICATIONS SYSTEMS

DECEMBER 20, 2020

**HILLSBOROUGH COUNTY
SHERIFF'S OFFICE****CHAD CHRONISTER, SHERIFF**

Hillsborough County Sheriff's Office
Sheriff's Operations Center, Financial Services Division – Purchasing Section
2008 East 8th Avenue
Tampa, FL 33605

Heather Brewer, Buyer

☎: (813) 247-0028 ✉: HBrewer@TeamHCSO.com

INSTRUCTIONS TO BIDDERS

Included herein are GENERAL TERMS & CONDITIONS (PART A), SPECIAL PROVISIONS (PART B), SPECIFICATIONS (PART C) and BID RESPONSE (PART D), which together with all attachments, constitute the entire "Bid Package". Said Bid Package must be the basis upon which all bids are offered and must be kept together and returned, intact, by the time and at the place specified herein. The Bidder must manually sign the GENERAL TERMS AND CONDITIONS (PART A) and BID RESPONSE (PART D). Any questions concerning this Invitation to Bid (Bid) should be directed to the Buyer whose name appears above.

When awarded, the Bid Package becomes the "**Contract Document**". The Bidder's signature on the BID RESPONSE (Part D), constitutes Bidder's agreement to the terms therein. The signature on the Bid Package must be that of an Officer of the Company, or an individual authorized to commit the Company to a legal and binding Contract. READ THE ENTIRE BID PACKAGE CAREFULLY BEFORE SIGNING.

NOTICE TO BIDDERS

**WHEN SUBMITTING A SEALED BID PACKAGE, CLEARLY MARK THE PACKAGE
AS A BID DOCUMENT ON THE OUTSIDE OF THE ENVELOPE OR BOX.
INCLUDE THE BID NUMBER AND THE DATE AND TIME OF THE BID OPENING.**

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PROPOSED SCHEDULE OF EVENTS	DATE
Bid Advertised / Posted to HCSO and OSD Websites	December 20, 2020
DEADLINE TO SUBMIT BID	January 4, 2021
Award Notification Target Date	January 22, 2021

**HILLSBOROUGH COUNTY SHERIFF'S OFFICE
2008 EAST 8TH AVENUE
TAMPA, FLORIDA 33605**

SUBJECT: INVITATION TO BID 15-20

BID TITLE: 800 MHZ ENHANCED DIGITAL SIMULCAST SYSTEM (EDACS) AND 700 MHZ
DIGITAL P25 COMMUNICATIONS SYSTEMS

OPENING DATE & TIME: 📅 January 4, 2021 at 🕒 3:00 PM

PLACE: Hillsborough County Sheriff's Office
Sheriff's Operations Center
Financial Services Division - Purchasing Section
2008 East 8th Avenue
Tampa, FL 33605

Bids will be received until the time and date shown and will be read aloud immediately thereafter at the "Place" indicated. A video recording of the Bid opening will then be posted to the Hillsborough County Sheriff's Office (HCSO) website <https://TeamHCSO.com/Purchasing>.

Bid Overview: The purpose of this Invitation to Bid (Bid) is to describe the requirements of Chad Chronister, The Sheriff of Hillsborough County, a Constitutional Officer of the State of Florida ("HCSO") for microwave systems (to include Antenna and Tower, as well as UPS and DC systems); 700/800 MHz, EDACS and P25 trunked and conventional simulcast systems, preventive maintenance, maintenance, equipment, repairs, parts, and services. Services and repairs would include, but not be limited to base station equipment, simulcast common control equipment, voting equipment, mobile equipment and portable equipment which will include all accessories and system support equipment. Future P25 systems, Conventional systems, and equipment are to be included in this Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

PART A – GENERAL TERMS & CONDITIONS:

1. **BIDS:** Must be contained in a SEALED envelope addressed to: Hillsborough County Sheriff's Office, Sheriff's Operations Center, Financial Services Division – Purchasing Section, 2008 East 8th Avenue, Tampa, Florida 33605. To prevent inadvertent opening, the Bid must be marked as a BID DOCUMENT (including the Bid number, date, and time of Bid opening) on the outside of the envelope.

If our specifications, when included, are not returned with your Bid, and no specific reference is made to them in your BID RESPONSE (PART D), it will be assumed that all specifications will be met. When materials, sketches, cuts, descriptive literature, company's or manufacturer's specifications which accompany the BID RESPONSE (PART D), contain information that can be construed or is intended to be a deviation from our specifications, such deviation must be specifically referenced in your BID RESPONSE (PART D).

2. **BID DELIVERY:** The responsibility for getting the Bid to the HCSO on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The HCSO will in no way be responsible for delays caused by the United States Postal Service, other courier service, other method of delivery, or a delay caused by any other occurrence. The Bidder shall be responsible for reading very carefully and understanding completely the requirements in the specifications. Bids will not be accepted after the time specified for receipt. Such bids shall be returned to the Bidder with the notation "This Bid was received after the time designated for the receipt and opening of bids".
3. **ON-LINE DOCUMENTS:** The HCSO publishes all procurement-related documents on its website at <https://TeamHCSO.com/Purchasing> for the convenience of vendors desiring to do business with the HCSO and to save tax dollars. This service is public record and the HCSO is responsible only for documents as published. Any modifications or alterations to the original document language may be cause for rejection of a bid.
4. **TIME FOR CONSIDERATION:** By virtue of bidding the Bidder warrants that all prices quoted in the response shall remain in effect for an evaluation period of 60 calendar days from the date of the bid opening unless otherwise stated. Bidders will not be allowed to withdraw or modify their Bids after the opening date and time.
5. **PRICES:** All bids submitted must show the net bid price after any and all discounts allowable have been deducted. **Prices quoted are to be F.O.B. Destination.** All prices shall include freight (to include manufacturer to distributor), packaging, and any other similar fees. The HCSO is exempt from all state sales, use, transportation, and excise taxes. The HCSO will issue tax exemption certificates to the Awarded Bidder.

The Bidder's attention is directed to the laws of the State of Florida including, but not limited to, Chapter 212, Florida Statutes, which applies to all transactions resulting from this Bid, and that all applicable taxes and fees shall be deemed to have been included in the BID RESPONSE (PART D) as part of the materials cost, when applicable.

6. BID ERRORS: When errors are found in the extension of bid prices, the unit price will govern. Bids having erasures or corrections must be initialed in ink by the Bidder.
7. CONDITION OF MATERIALS AND PACKAGING: Unless otherwise indicated, it is understood and agreed that any commodity offered or shipped on this Bid shall be NEW and in FIRST CLASS CONDITION or FIRST QUALITY, that all containers shall be NEW and suitable for storage or shipment, and that prices include standard commercial packaging for the items shipped.
8. CLAIMS: The Awarded Bidder will immediately replace missing or damaged items and will be responsible for making any and all claims against carriers.
9. WHEN TO MAKE DELIVERY: Deliveries resulting from this Bid are to be made during the normal working hours of the HCSO. It is the Bidder's responsibility to obtain this information.
10. INFORMATION AND DESCRIPTIVE LITERATURE: Bidders must furnish all information requested in the Bid. If specified, each Bidder must submit samples, cuts, sketches, descriptive literature, and/or complete specifications covering the products offered. Reference to literature submitted with previous responses will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
11. BID SUBMITTAL COSTS: Submittal of a Bid is solely at the cost of the Bidder and the HCSO in no way is liable or obligates itself for any cost incurred by the Bidder in preparing the Bid Package.
12. NO BID: If you do not wish to submit a response to this Bid, please return the STATEMENT OF NON-PARTICIPATION found in this Bid Package. This "No Bid" information is helpful to the process and assures the HCSO you wish to remain on the HCSO Vendor List.
13. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA): The Bidder certifies that all material/items contained in their response meet all OSHA requirements.
14. LAWS, STATUTES, AND ORDINANCES: The terms and conditions of the Bid and the resulting Agreement shall be construed in accordance with the laws, statutes, and ordinances of the state of Florida and of Hillsborough County. Where such regulations are referenced, they shall be interpreted to apply to this Bid and to the resulting Agreement. While the Sheriff is not bound by Chapter 287, Florida Statutes, in the spirit of fair dealing and just opportunity, the HCSO endeavors to meet the directives and business practices articulated in the Chapter.

The Proposer's attention is directed to the fact that all applicable Federal, State and local laws, ordinances, codes, rules and regulations shall apply to the contract throughout and they will be deemed to be included in the contract the same as though herein written. Florida law will govern all questions concerning implementation and execution of this contract and shall also be controlling in any cause of action brought pursuant to this contract.

15. ACCEPTANCE AND REJECTION: The HCSO reserves the right to reject any or all bids, for cause, to waive irregularities, if any, and to accept the Bid (or Bids) which, in the judgment of the Sheriff, are in the best interest of the HCSO. The HCSO reserves the right to evaluate, add,

and/or reject any items from any bid options or resulting contract(s) when deemed to be in the best interest of the HCSO.

16. APPROPRIATION OF FUNDS: The HCSO, as an entity of local government, is subject to the appropriation of funds by the Hillsborough County Board of County Commissioners in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of any contract entered into as a result of this Bid for each and every fiscal year following the fiscal year in which this Contract is executed and entered into, and for which the Contract shall remain in effect. The HCSO shall, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance under the Contract, provide prompt written notice of such event and, effective 30 calendar days after the giving of such notice, or upon the expiration of the period of time for which funds were appropriated, whichever occurs first, be thereafter released of all further obligations in any way related to such Contract.
17. PROTESTS: Any prospective Bidder who disputes the reasonableness or appropriateness of the notice of award, or notice of rejection, for any or all Bids must submit a notice of protest in writing within 72 hours (excluding HCSO holidays, Saturdays and Sundays) of the notice of award to the HCSO Purchasing Section by registered mail or hand delivery for which a receipt shall be provided.
 - A. The HCSO will have five (5) business days upon receipt of the notice to review and consider the protest as written. The Buyer will coordinate the review process with the parties involved and may request additional information from the Bidder or request a meeting to gain further clarification of the issues. Upon completion of this review process, the Buyer will make a recommendation to the Chief Financial Officer (CFO).
 - B. The CFO may concur with the recommendation or arrive at a separate decision. The decision of the CFO will be communicated to the Bidder in writing. This decision, and the basis upon which it was made, will be communicated to the Bidder within five (5) business days following the receipt of the recommendation from the Purchasing Section. A single appeal of the CFO's decision is available by submitting a notice in writing within 72 hours (excluding HCSO holidays, Saturdays and Sundays) requesting a management review of the decision. Final decision of an appeal will be made by the Sheriff.
18. PUBLIC ENTITY CRIMES: Pursuant to §§287.132-133, *Fla. Stats.*, the HCSO, as a public entity, may not accept any bid, proposal or reply from, award any contract to, or transact any business in excess of the threshold amount provided in §287.017, *Fla. Stat.*, for Category Two (\$35,000) with any person or affiliate on the convicted vendor list for a period of 36 months from the date that the person or affiliate was placed on the convicted vendor list, unless that person or affiliate has been removed from the list pursuant to §287.133 (3)(f), *Fla. Stat.* If you submit a response to this Bid, you are certifying that §§287.132-.133, *Fla. Stats.* does not restrict your submission.
19. PUBLIC RECORDS: Any material submitted in response to this Bid will become a public document pursuant to §119.07, *Fla. Stat.* This includes material which the respondent might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon

submission, effective after opening pursuant to §119.07, *Fla. Stat.* The Bidder agrees to comply with §119.0701, *Fla. Stat.* regarding maintenance and provision of access to all public records generated by this Contract with the HCSO.

The HCSO requires that, at the conclusion of the selection process, the contents of all bids be placed in the public domain and be open to inspection by interested parties. Any restrictions on the use of data contained within a bid must be clearly stated in the Bid itself. Proprietary information submitted in response to the Bid will be handled in accordance with applicable Florida Statutes.

If the Bidder has questions regarding the application of Chapter 119, Florida Statutes, to the Bidder's duty to provide public records relating to this Contract, contact the custodian of public records at: Hillsborough County Sheriff's Office, Sheriff's Operations Center, ATTN: Records Section, 1900 East 9th Avenue, Tampa, Florida 33605, Phone (813) 247-8210 or email at HCSORecords@HCSO.Tampa.FL.US

20. SPECIFICATIONS: The requirements for this Bid include furnishing the services specified in PART C, SPECIFICATIONS. The sites and locations related HCSO's communications systems are listed in ATTACHMENT A.

Chad Chronister,
The Sheriff of Hillsborough County,
a Constitutional Officer of the State of Florida

By: Cliristina R. Porter, CPA
Chief Financial Officer

21. SIGNATURE OF ACKNOWLEDGMENT:

The General Terms & Conditions outlined above are acknowledged. Our Bid is attached.

Communications International, Inc.

Company Name

Mike Stork

Print Name

Chief Operating Officer

Title



Signature of Company Officer

12/21/2020

Date

NOTE: THIS PAGE MUST BE RETURNED WITH YOUR BID AFTER COMPLETING PARAGRAPH 21. EACH BID, AND ANY CLARIFICATIONS TO THAT BID, AS WELL AS ALL AMENDMENTS OR ADDENDA TO THIS DOCUMENT SHALL BE SIGNED BY AN OFFICER OF THE COMPANY OR A DESIGNATED AGENT EMPOWERED TO BIND THE COMPANY IN CONTRACT. EXCEPTIONS TO THE SPECIFICATIONS, IF ANY, MAY BE NOTED IN THE BID RESPONSE, EXCEPTIONS (PART D, PARAGRAPH 1).

PART B – SPECIAL PROVISIONS:

1. **COMMUNICATION BETWEEN PARTIES:** All questions in regard to this Bid are to be directed, in writing, to Buyer: Heather Brewer at ✉ HBrewer@TeamHCSO.com, or by fax 📠 at (813) 242-1851. No communication is allowed, either directly or indirectly, with any other HCSO employee in regard to this Bid prior to the notice of award.

In the interest of public access, all documents relating to this Bid will be posted to the HCSO website at <https://TeamHCSO.com/Purchasing>. This will include Q & A responses, amendments, addenda, etc. Posting documents to the HCSO website is considered the official method of notification regardless of other notification methods the Buyer utilizes for convenience of the parties involved.

4. **THE VENDOR PACKET:** APPENDIX I must be returned with your Bid Response along with copies of Hillsborough County Business Tax Receipt, other local government, or state business license(s).

5. **BIDDER QUALIFICATIONS:**

- A. **Local Facility Requirements:** Bidders will be required to furnish evidence in writing that they maintain permanent places of business within Hillsborough County, Florida. The HCSO reserves the right to inspect the Bidder's place of business and equipment prior to award of any contract, for determining ability to meet terms and conditions as set forth herein.
 - i) A secure full-service repair facility must be provided within a 25-mile radius from 2310 N Falkenburg Road, Tampa, Florida 33619.
 - ii) The local facility must be equipped to provide repair of communications equipment and a special area for staging of system equipment. That facility shall be equipped with a training classroom or other area possibly combined with the staging area for conducting on-site training for communications equipment and systems.
 - iii) The facility shall be equipped with drive-in bays for servicing mobile radio equipment and performance of mobile equipment installations.
 - iv) The facility shall be equipped with secure storage rooms or areas for the security and protection of equipment that is waiting to be delivered, installed or repaired.
 - v) The Awarded Bidder shall have proper tools, gauges, equipment and vehicles to successfully perform work as required. All equipment necessary to perform work under this contract which requires certification with the State of Florida, shall be current. The HCSO reserves the right to require an inspection or demonstration of the materials and/or equipment to be utilized on HCSO equipment at any time, either prior to or after the award of this contract. Any exceptions should be noted in BID Response Section PART D. The Awarded Bidder will also work with the HCSO to critique existing preventive maintenance procedures and forms as well as to assist with development of any procedures not included in its documentation.

- B. Business Qualifications: Bidders shall have engaged in business in the Hillsborough County area for a period of not less than the past five (5) years and shall provide references upon request and have adequate equipment, finances and personnel to furnish the item or service offered satisfactorily and expeditiously. Bidders shall be L3Harris Corporation authorized sales and service centers for the Hillsborough County, Florida area, due to the proprietary nature of the communications system equipment, software, software support, warranty support and specialized training required.
- C. Personnel Qualifications:
- Bidder shall employ only qualified operators and workmen who are skilled in the performance of the type of work in consideration. Employees working on HCSO premises, within its facilities and/or on its communications equipment may be subject to background checks. Personal references may also be required.
- a.) Technicians must have L3Harris (M/A-Com) certification for EDACS and P25 Simulcast Equipment and Systems with five years' experience in the maintenance of L3Harris (M/A-Com) EDACS and P25 Simulcast Equipment and Systems.
 - b.) The Awarded Bidder must have capable and experienced personnel to properly diagnose and complete repairs. The Awarded Bidder shall provide proof of training certificates acquired by its employees demonstrating the quality level of their expertise and training.
- D. Engineering Qualifications and Services: The Bidder must be capable of providing system engineering services for Radio Frequency (RF) System design, RF coverage design and calculations with current RF coverage modeling tools. The Bidder must also be capable of providing Engineered system drawings and / or documentation for both proposed and as-built system replacements or upgrades. The Bidder must have technical personnel who possess either five years of experience with L3Harris microwave equipment, Nokia microwave and Intraplex Multiplex experience or certification.
- E. Turnkey System Implementation: The Bidder must be capable of providing turnkey system implementation and integration solutions.
- F. Professional Services: In addition to the Engineering Servicing listed above, the Bidder must be capable of providing professional services that would include, but not limited to the following:
- i.) System Engineering
 - ii.) Project Management
 - iii.) Site Management
 - iv.) Site Engineering
 - v.) Site Permitting
 - vi.) Vehicle Installers
 - vii.) FCC License Application preparation and processing.

6. SUBCONTRACTING:

The successful Proposer may not sublet or subcontract any of the contractual obligations concerning this bid matter except as provided for in the written contract between the HCSO and Awarded Bidder. This statement prohibits subcontracting overall management obligations pertaining to the work and requires the Awarded Bidder to retain ultimate liability for all contractual obligations.

7. CERTIFICATE OF INSURANCE:

- A. Worker's Compensation Insurance: The Awarded Bidder shall take out and maintain during the life of this Contract, Worker's Compensation Insurance for all of its employees connected with the work of this project and, in case any work is sublet, the Awarded Bidder shall require the Subcontractor similarly to provide Worker's Compensation Insurance for all the Latter's employees unless such employees are covered by the protection afforded by the Awarded Bidder. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any hazardous work under this contract at the site of the project is not protected under the Worker's Compensation statute, the Awarded Bidder shall provide, and cause each Subcontractor to provide adequate insurance, satisfactory to the HCSO, for the protection of its employees not otherwise protected.
- B. Contractors Public Liability and Property Damage Insurance: The Awarded Bidder shall take out and maintain during the life of this Contract, Comprehensive General Liability Insurance (including operations, completed operations, products, contractual, and owners and contractors protective liability) and Comprehensive Automobile Liability Insurance and shall protect itself from claims for damage for personal injury, including accidental death, as well as claims for property damage which may arise from operations under this Contract whether such operations be by itself or by anyone directly or indirectly employed by him, and the amounts of such insurance shall be the minimum limits as follows:
- | | | |
|------|-----------------------|--|
| i.) | Comprehensive General | \$300,000 bodily injury and property damage combined single limit. |
| ii.) | Automobile | \$300,000 bodily injury and property damage combined single limit. |
- C. Professional Liability Insurance: The Awarded Bidder shall take out at its own expense, during the life of this Contract, Professional Liability Insurance in the amounts of:
- | | |
|------|-------------------------------|
| i.) | \$500,000 per occurrence; and |
| ii.) | \$1,000,000 aggregate. |

The policy(ies) shall show Chad Chronister, Sheriff as additional named insured; include the severability of interest provision; provide that all liability coverage required under contract are primary to any liability insurance carried or any self-insured programs of the Sheriff.

The Awarded Bidder shall not commence any work in connection with this Contract until he

has obtained and provided copies of same to the HCSO, nor shall the Awarded Bidder allow any Subcontractors to commence work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida. Sixty (60) calendar days' notice of cancellation, non-renewal, or change in the insurance coverage is a requirement.

8. TEST DATA: Forms for annual preventive maintenance shall be presented to the HCSO for approval prior to the commencement of any services. The test data forms shall be consistent in the layout for ease of review and analysis. Sample test data forms are included as part of this RFP for information purposes only and are not necessarily the only forms required for the recording of test data associated with the system alignments and preventive maintenance.
 - A. At least 10 days prior to the commencement of the Annual Preventative Maintenance work, the Awarded Bidder shall present the HCSO with the complete alignment and testing procedures for each type of equipment included in the annual PM for review and approval. Also, 10 days prior to the commencement of the Annual Preventive Maintenance work the Awarded Bidder shall present the HCSO with a schedule for review and approval.
 - B. Within 30 days of completion of the system alignment and preventive maintenance, the Awarded Bidder shall provide three (3) sets of test data in hard cover 3-Ring Notebooks. The notebooks shall include a table of contents and associated tabs for each communications site which shall include the completed test data forms for the respective equipment at each site. The Awarded Bidder shall also provide three (3) sets of test data electronically on CD in Word, Excel, PDF or a combination of these files.
 - C. The Certificates of Calibration for the test equipment used for the alignment and testing of the systems shall be included in the notebooks and CD diskette with the test data forms.
 - D. The Annual Preventative Maintenance Document shall include Tabs that include the following information relevant to the communications systems:
 - i.) Calibration Certificates
 - ii.) L3Harris Security Update Management Service (SUMS)
 - iii.) Software Release Notes
 - iv.) Site Equipment Problem Notes and Recommendations
 - v.) Alignment and Test Procedures Utilized for PM & Testing
9. PERFORMANCE BOND AND LABOR AND MATERIALS PAYMENT BOND: Prior to execution of the Agreement, the Awarded Bidder shall furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder in such form and amount as listed hereunder. Premiums for Bonds shall be paid by the Awarded Bidder.
 - A. Surety Company Requirements: The Surety Company shall be licensed to transact surety business in Florida, shall be certified to issue the total amount of the bond on any one risk, and shall be otherwise acceptable to the HCSO.

- B. Time of Delivery and Form of Bonds: The Awarded Bidder shall deliver the required bonds to the Hillsborough County Sheriff no later than the date of execution of the Contract.
- C. Bonds: "Performance and Payment Bond" shall be for \$25,000.00 in behalf of the Hillsborough County Sheriff. The bonds shall be written on the Surety Company's standard form.
- D. The Awarded Bidder shall require the Attorney-In-Fact who executes the required bonds on behalf of the Surety Company to affix to the bond a certified and current copy of his Power of Attorney, indicating monetary limit of such power.
- E. Alternative Forms of Security: In lieu of the bond required by this section, the Awarded Bidder may file with the HCSO, an alternative form of security that shall be in the form of cash, money order, certified check, cashier's check, or irrevocable letter of credit. Such alternative forms of security shall be for the same purpose and shall be subject to the same conditions as those applicable to the bond required by this section. The determination of the value of such alternative forms of security shall be made by the HCSO.
- F. Release of Bonds: Bonds will be released after all conditions of the contract have been met, final acceptance given, and all inspections have been satisfied and a statement of warranty and release of lien has been issued.
10. BRAND NAMES: The information listed for the equipment and/or materials requested is provided to establish a standard of quality. The HCSO will not allow substitutions to the brand name, model number, or the configuration of the requested equipment or service unless authorized in writing. All items not specifically mentioned but which are standard factory items shall be included. Manufacturer's specification sheets shall be furnished with the Bid Response. Any violation of such procedure will be considered cause for rejection of the Bid Response.
11. CONFLICT OF INTEREST: The Bidder agrees to disclose any organizational conflict of interest, perceived or real, for evaluation of HCSO's compliance with §112.313, *Fla. Stat.* regarding standards of conduct for public officers, employees of agencies, and local government attorneys.
- No HCSO employee acting in an official capacity, as a purchasing agent, or public officer, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for HCSO from any business entity of which the officer, partner, director, or proprietor, or in which such officer or employee or the officer's or employee's spouse or child, or any combination thereof, has a material (>5%) interest. An officer or employee is also prohibited from having an employment or contractual relationship that creates a continuing or recurring conflict between their private interest and the performance of their HCSO public duties.
12. AWARD: Award shall be made to the most responsible and responsive Bidder, meeting specifications, price and other factors and shall be made on an ALL-OR-NONE TOTAL OFFER basis.

- A. Notification of Award will be sent to the Bidder receiving the Award. Bid results will be published on the HCSO website: <https://TeamHCSO.com/Purchasing>.
 - B. In the event two (2) or more Bidders have submitted the best bid, preference may be given in the award in the following order. First, to the Bidder who has his/her principal place of business in Hillsborough County; second, to the Bidder who has a place of business in Hillsborough County; and third, if the Bidders involved are all located inside/outside Hillsborough County, the toss of a coin will be used to break the tie.
13. BID OPENING: The Bid opening will *not* be open to the public. Bids will be received until the time and date shown and will be read aloud immediately thereafter at the "Place" indicated. A video recording of the Bid opening will then be posted to the HCSO website <https://TeamHCSO.com/Purchasing>.
- A. Bids must be received by the HCSO Purchasing Section no later than the time and date shown within this Bid document. Bidders mailing their Bid Packages should allow for normal mail time to ensure receipt by HCSO prior to the time and date fixed for the acceptance of the bids. Bids or unsolicited amendments to bids, received by the HCSO after the acceptance date will not be considered and will be returned unopened marked "This Bid was received after the time designated for the receipt and opening of bids".
 - B. The HCSO reserves the right to postpone the date for receipt and opening of bids or other deadlines and will make a reasonable effort to give at least five (5) calendar days' notice of any such postponement to each prospective Bidder.
14. CONTRACT PERIOD: The Contract shall be effective for five (5) years from the date of award. By written mutual consent between the HCSO and the Vendor, the Contract may be extended on an annual basis for up to five (5) additional two-year periods.
15. ESCALATION/DE-ESCALATION: The HCSO will allow an escalation/de-escalation provision in this Bid. The escalation/de-escalation will be allowed provided the Awarded Bidder(s) notify the HCSO's Financial Services Division of the pending increase or decrease a minimum of 60 calendar days prior to the end of each two (2) year period for which the Bid was awarded. Said notification shall consist of manufacturer's proof of increase and shall include each individual item, the amount of increase/decrease, and the applicable Bid Item Number. Failure to comply with these instructions shall be grounds for disallowance of the escalation/de-escalation clause as stated herein.
16. ADDITION/DELETION: The HCSO reserves the right to add or delete any items from this Bid or resulting Contract(s) when deemed to be in the best interest of the HCSO. Any additions or deletions to the Bid will be considered amendments. Any additions or deletions to the Contract will constitute a Change Order and must be executed in writing and approved by the CFO. The Change Order will consist of a memo to the CFO describing the justification for the item addition accompanied by the Awarded Bidder's written, fixed price quote for each item to be added. If approved by the CFO, the item will be added to the Contract and recorded on the original Bid tabulation/price sheet.

17. CANCELATION: When deemed to be in the best interest of the HCSO, any contract(s) resulting from this Bid may be canceled by the following means:

10 calendar days' written notice with cause, or;
30 calendar days' written notice without cause.

If it becomes necessary to terminate the Contract without cause, all items and/or materials provided through the date of receipt of written notice of cancellation may be invoiced to the HCSO, and will be considered for payment providing documentation of said expenses are forwarded with the request for payment. An award may be made to the next best responsive Bid and responsible Bidder based on evaluation, or articles specified may be purchased on the open market similar to those so terminated.

18. ASSIGNMENT: The Awarded Bidder will not assign, transfer, convey, or otherwise dispose of this contract or any part thereof, or of its right title or interest therein or its power to execute this contract or any amendment or modification hereto, to any other person, company or corporation, without prior written consent of the HCSO. Sale of a majority of corporate stocks, filing for bankruptcy or reorganization shall be considered an assignment.
19. DEFAULT: The Contract may be canceled or nullified by the CFO in whole, or in part, by written notice of default to the Awarded Bidder(s) upon non-performance or violation of Contract terms. An award may be made to the next best responsive Bid and responsible Bidder based on evaluation, or articles specified may be purchased on the open market similar to those so terminated. Failure of the Awarded Bidder to deliver materials, or items within the time stipulated in this Bid, unless extended in writing by the Financial Services Division, shall constitute Contract default. Awarded Bidders who default on contracts may be removed from the HCSO Vendor List and determined ineligible for future contracts at the discretion of the CFO.
20. NEXT BEST BIDDER: In the event of a default by the Awarded Bidder, or cancellation by HCSO, the HCSO reserves the right to utilize the next best responsive Bid and responsible Bidder. In the event of this occurrence, the new Awarded Bidder shall be required to provide the Bid items at the prices as contained in their BID RESPONSE (PART D), for the remainder of the award period.
21. LOCATIONS: The requirements for this Bid Package include furnishing the services specified herein including, but not limited to the sites and locations listed in Attachment "A." The HCSO reserves the right to add or delete equipment, sites and locations to be serviced under this agreement. If services under contract cannot be fulfilled within the time frame of this requirement, the HCSO's Financial Services Division shall to be notified, in writing, thus permitting the HCSO to obtain the required materials/items and/or exercise its options as stated herein.

22. WARRANTY:

- A. The Awarded Bidder will warrant all workmanship for a period of no less than one (1) year.
- B. The Awarded Bidder will warrant services performed to be in direct compliance with all Federal, State, and local laws, ordinances, codes, rules and regulations that in any manner affect this work.
- C. During the warranted period, the Awarded Bidder will restore or remove and replace warranted work to its original specified condition in the event of failure. Awarded Bidder will restore or remove and replace other work which has been damaged by failure of warranted work, or which must be removed and replaced to gain access to warranted work. Cost of restoration or removal and replacement of warranted work that has failed, Awarded Bidder will reinstate the warranty by issuing an addendum to the original warranty for at least the remaining warranted period. Equipment warranty shall be for the period extended by the manufacturer.

23. ESTIMATES: Quantities provided are estimates only and are not binding upon the HCSO or any other of the entities listed above. Quantities given are those of the HCSO only.

Prior to the commencement of the Work, the Awarded Bidder shall provide a written, detailed estimate for all Work for approval by the HCSO Communications Maintenance Manager, hereafter referred to as the Section Manager.

Estimates for repairs shall be inclusive of all labor, travel time, shop supplies and materials including but not limited to the items specified herein. The invoice shall not exceed the written estimate without prior written approval from the Section Manager.

24. RESPONSE TIME AND TIME FOR COMPLETION: All work or repairs shall be completed within 48 hours upon receipt of service call, or less following approval of the estimate. The Awarded Bidder shall respond on-site within 12 hours upon receipt of Emergency Service call. This covers breakdowns of equipment that could affect the operations of the HCSO. The Awarded Bidder must include a time of completion and justification for the time extension in the written estimate. The HCSO reserves the right to use an alternate repair service if the Awarded Bidder cannot complete the Work within an acceptable time frame.25. REPLACEMENT PARTS: Parts supplied by the Awarded Bidder for equipment covered under this Contract shall be as recommended by the respective equipment's manufacturer or an acceptable equivalent. Repairs with non OEM parts or improperly used parts are not acceptable.26. HCSO PROVIDED PARTS AND MATERIALS: The HCSO may require the Awarded Bidder to install parts or materials provided by the HCSO. These parts may be new or used. The Section Manager will coordinate this with the Awarded Bidder as needed. The Awarded Bidder shall charge the Bid Labor Rate for the installation of these parts.27. OUTSIDE REPAIRS: Any resulting award shall not be construed to encompass all repairs to the HCSO systems specified herein. The HCSO reserves the right to have repairs performed by other providers, if necessary, to keep the HCSO in full operation.

28. **HIDDEN DAMAGES:** When hidden damages are discovered after the Work or repairs have commenced, the Awarded Bidder must advise the Section Manager as to the nature and the extent of the hidden damage and provide a written estimate of additional repairs needed. No additional Work shall commence until approved by the Section Manager or his designee.
29. **EMERGENCY:** If and when an emergency requirement should occur, the HCSO reserves the right to deviate from this Contract and procure the item(s) from the most available source.
30. **INVOICING AND PAYMENTS:** The Awarded Bidder shall invoice the HCSO as work is completed. All invoices must have a unique invoice number and include: shipping location, description and quantity of items shipped or work performed, stock number, unit price the HCSO purchase order or work order number. All invoices must be approved and signed by the Section Manager or designee. Payment shall be made in accordance with §215.422, *Fla. Stat.* which states the Vendor's rights and the HCSO's responsibilities concerning interest penalties and time limits for payment of invoices. Timely payment of invoices is incumbent upon the HCSO and in no case shall payment exceed 45 calendar days from date of receipt of a properly approved application/invoice.
- A. Invoices shall be emailed to AccountsPayable@HCSO.Tampa.FL.US.
- B. Automated Clearing House (ACH) and HCSO Purchasing Card are the accepted methods of payment; please inquire at ☒ AccountsPayable@HCSO.Tampa.FL.US or ☎ (813) 247-8276.
31. **EXCEPTIONS TO BID:** All Bid Responses must clearly state with specific detail all deviations to the requirements imposed upon the Bid by the GENERAL TERMS AND CONDITIONS (PART A), SPECIAL PROVISIONS (PART B), and SPECIFICATIONS (PART C). Such deviations should be stated upon the BID RESPONSE (PART D), or appended thereto. All Bidders are hereby advised that the HCSO will only consider Bid Responses that meet the specifications and other requirements imposed upon them by this Bid. In instances where an exception is stated upon the BID RESPONSE (PART D), said Bid Response may be subject to rejection by the HCSO in recognition of the fact that said Bid Response does not meet the exact requirements imposed upon the Bidder by the GENERAL TERMS AND CONDITIONS (PART A) SPECIAL PROVISIONS (PART B) and SPECIFICATIONS (PART C).
32. **INDEMNIFICATION:** The Awarded Bidder will indemnify and hold harmless the HCSO and its employees and agents from and against all liabilities, claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of its Work, provided that any such liability, claim, damage, loss, or expense is (a) attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from and (b) is cause in whole, or in part, by the act or omission of the Awarded Bidder, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, whether or not it is caused in whole, or in part, by a party indemnified hereunder.

In any and all claims against the HCSO or any of its agents or employees by any employee of the Bidder, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the

previous paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Bidder or any Subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.

33. **GOVERNMENTAL PURCHASING COUNCILS:** All bids received on this specification shall be considered as proposers to members of the Hillsborough County and Tampa Bay Area Government Purchasing Council. Said members, at their discretion, may utilize this bid. All agencies will issue their own purchase orders, issue payments, and coordinate the service locations with the successful proposer as required, particularly those listed below:

Children's Board of Hillsborough County	Hillsborough Community College
City of Belleair Beach	Hillsborough County Aviation Authority
City of Clearwater	Hillsborough County Board of County Commissioners
City of Dunedin	Hillsborough County Property Appraiser
City of Gulfport	Hillsborough County School Board
City of Indian Rocks Beach	Hillsborough County Supervisor of Elections
City of Largo	Hillsborough County Tax Collector
City of Oldsmar	Manatee County Board of Commissioners
City of Pinellas Park	Pasco County Schools
City of Plant City	Pinellas County Clerk of the Court
City of Safety Harbor	Pinellas County Government
City of Saint Pete Beach	Pinellas County School Board
City of Saint Petersburg	Pinellas County Sheriff
City of Tampa	Pinellas Suncoast Transit Authority
City of Tampa Housing Authority	Saint Petersburg College
City of Tarpon Springs	State Attorney's Office
City of Temple Terrace	Tampa Airport
City of Treasure Island	Tampa Bay Water
Clerk of Circuit Court of Hillsborough County	Tampa Palms Community Development District
Expressway Authority	Tampa Port Authority
Hernando County	Tampa Sports Authority
Hillsborough Area Regional Transit Authority	Town of Indian Shores

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PART C – SPECIFICATIONS:**1. IN GENERAL**

The purpose of this Invitation to Bid (Bid) is to describe the requirements of The Sheriff of Hillsborough County, a Constitutional Officer of the State of Florida ("HCSO") for microwave systems (to include Antenna and Tower, as well as UPS and DC systems); 700/800 MHz, EDACS and P25 trunked and conventional simulcast systems, preventive maintenance, maintenance, equipment, repairs, parts, and services. Services and repairs would include, but not be limited to base station equipment, simulcast common control equipment, voting equipment, mobile equipment and portable equipment which will include all accessories and system support equipment. Future P25 systems, Conventional systems, and equipment are to be included in this Agreement.

2. SPECIFICATIONS AND SCOPE OF WORK**Overview of Services Required****I. Annual Alignment and Preventive Maintenance Service**

- a. Microwave System
- b. MPLS Network
- c. Multiplex Equipment
- d. 800 MHz EDACS Trunked Simulcast Station Equipment
 - i. Simulcast Equipment
 - ii. Voting Equipment
 - iii. Transmitter Combiners
 - iv. Receiver Multicouplers
 - v. Tower Top Amplifiers
 - vi. Antenna Systems
- e. 700 MHz P25 Trunked Simulcast Station Equipment
 - i. Simulcast Equipment
 - ii. Transmitter Combiners
 - iii. Receiver Multicouplers
 - iv. Tower Top Amplifiers
 - v. Antenna Systems
- f. 800 MHz Mutual Aid Conventional Simulcast Equipment
 - i. Simulcast Equipment
 - ii. Voting Equipment
 - iii. Transmitter Combiners
- g. Common Control Equipment
- h. Console Equipment
- i. UHF 450 MHz DMR Radio Equipment and associated accessories at Orient Road Jail and Falkenburg Road Jail
- j. Supply 3 sets of Test Data in Tabbed 3-Ring Notebooks

- k. L3Harris Security Update Management Services (SUMS) for P25/EDACS Equipment and Accessories
- II. Professional Services
 - a. Hourly Rates for Services
 - b. Hourly Rates for Emergency and Non-Emergency Repairs
- III. New Parts & Components
 - a. Boards, Modules and Parts to support communications systems
- IV. New Equipment and Accessories
 - a. Vendor Equipment for Expansion or Replacement
- V. Other Services, Options, Accessories
 - a. Vendor Services, Options and Accessories as required to support the Sheriff's Office communications systems and equipment
- VI. Additional Components and Services
 - a. Component and Services as required supporting the Sheriff's Office communications systems and equipment to be fully described.
- VII. Replacement Spare Parts, Boards & Modules (Refurbished or Exchanged) and Parts for Repair to include items requiring manufacturer or depot repair
 - a. Repair or Exchange of Boards and Modules
 - b. Supply of replacement parts for repairs requested and authorized by Sheriff's Office
 - c. Supply of Refurbished Boards and Modules
- VIII. Services and Equipment to Provide Turnkey System Reconfiguration and Upgrades
 - a. Services and Equipment as required to support the Sheriff's Office for reconfiguration of communications systems and upgrade of communications systems or equipment. Types of Services and Equipment to be fully described.

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Details of Microwave System, 700MHz and 800 MHz Communications System Preventative Maintenance

Preventive Maintenance, for the purposes of this document is defined as to establish consistent practices designed to improve the performance and safety of the equipment at HCSO property, which shall include all alignments, adjustments and recording of all measurements before and after adjustments. Material, forms, procedures, etc. provided with this document are intended for reference and to establish the final processes to be agreed upon for the execution of the preventive maintenance for the various systems. All test data will be recorded in mutually agreed forms and format.

The alignment and preventive maintenance work is to be performed during mutually agreeable working hours and schedule. Work is to be performed to minimize the system intrusion and outages. All outages must be scheduled and coordinated through Communications Maintenance so that proper notifications may be made to the system users.

The successful Bidder is to supply all necessary and required test equipment, tools, personnel, transportation and all incidentals for performing the services described in PART C – SCOPE OF WORK. Any exceptions should be noted in BID Response Section PART D. The Contractor will also work with the HCSO to critique existing preventive maintenance procedures and forms as well as to assist with development of any procedures not included in its documentation.

The Awarded Bidder is to provide the outline and work description for preventive maintenance of the HCSO communications system and subsystems. This outline and work description is intended to establish the level and type of preventive maintenance that is to be performed. Upon receipt of outline and work description, the HCSO shall approve the plan within 10 working days or provide the Awarded Bidder with additional details to be included in the preventive maintenance work for the microwave systems, 700MHz and 800 MHz Trunked Simulcast systems, 800 MHz Conventional Simulcast systems, conventional systems, site common equipment, Control Point simulcast equipment, Voting equipment, Integrated Multisite Controller, Network Switching Center, Network First Gateway, Remote Console Electronics Controller, Consoles and user equipment.

I. Microwave System

- a. Radio (Nokia Microwave / MDR800 / MPR9500)
 - i. Transmit
 - 1. Frequency
 - 2. Measure & Adjust Transmit Power Output
 - 3. Voltages
 - 4. Test & Verify Hot Standby (Where Installed)
 - 5. Verify All Alarms
 - 6. Verify Operation of all Cooling Fans in RF and MUX Equipment
 - ii. Receive
 - 1. Measure RF Signal Levels

- 2. Calibrate IF Amplifier Output Levels
 - 3. Calibrate Receiver AGC Alarms
 - 4. Verify All Alarms
 - 5. Test Fade Margin
 - 6. AGC & RSL
 - b. Multiplex (INTRAPLEX)
 - i. Check and Set VF Send Levels
 - ii. Check and Set VF Receive Levels
 - iii. Check and Set Digital Levels
 - iv. Verify and Adjust All Attenuator Settings
 - v. Test and Set all Voltages
 - vi. Verify All Alarms
 - vii. Check MUX Loop Switching
 - 1. Check Audio Levels, Phase, Delay, etc.
 - c. RF Combining System
 - i. Check Metering Points
 - ii. Check Alarm Functions
 - d. Antenna Systems
 - i. Check Transmission Lines
 - ii. Check Antenna Systems
 - e. M/W Antenna System
 - i. Check Transmission Lines
 - ii. Check Transmission Lines for Leaks
 - iii. Check M/W Antennas
 - f. Dehydrators
 - i. Perform Checks on Dehydrators
 - ii. Verify Proper Operation
 - g. FARSCAN Alarm System
 - i. Verify Setup of FARSCAN Alarm System
 - ii. Reconfigure Alarms as Required
 - iii. Test and Verify All Alarms
- II. MPLS Network
- a. Voltages
 - i. Test & Verify Hot Standby (Where Installed)
 - ii. Verify All Alarms
 - iii. Verify Operation of all Cooling Fans
- III. 800 MHz EDACS Simulcast Systems
- a. Control Point
 - i. Simulcast Test Equipment & Radio
 - 1. Check Test Equipment
 - 2. Perform Bench Alignment & Test of FMD Test Radio
 - ii. Check and Adjust Audio Phase & Amplitude
 - iii. Check and Adjust Audio & Digital Delays

- b. Test & Alarm Unit
 - i. Perform Bench Alignment of Test Radios
 - ii. Verify Proper operation of Test & Alarm Units
- c. Voting
 - i. Analog
 - 1. Check and Adjust Audio Input Levels
 - 2. Check and Adjust Selector Audio Output Levels
 - 3. Check and Set Voter Module Level
 - 4. Check and Set 1950 Hz Status Tone Levels
 - ii. Digital
 - 5. Check and Adjust Levels
 - 6. Verify Software Version in Each Voter
- d. Alarm Laptop Computers
 - i. Verify Setup and Configuration of Alarm Computers
 - ii. Verify All Simulcast Alarm Functions

IV. Switch and Console Equipment

- a. NSC (Network Switching Center)
 - i. Check and Set all Input and Output levels
 - ii. Check Setup of NSC Parameters
- b. Network First Gateway
 - i. Check and Set All Input & Output Levels
 - ii. Check Setup of NFG Parameters
- c. IMC (Integrated Multi-site Controller)
 - i. Check and Set All Input & Output Levels
 - ii. Check and Set Levels on All Conventional Interfaces
 - iii. Check Setup of IMC Manager Parameters
- d. RCEC (Remote Console Electronics Controller)
 - i. Check and Set All Input & Output Levels
 - ii. Check and Set Levels on All Conventional Interfaces
 - iii. Check Setup of RCEC Manager Parameters
- e. C3 Maestro Consoles
 - i. Check and Set All Input & Output Levels
- f. Symphony Consoles
 - i. Check and Set All Input and Output Levels
 - ii. Verify Symphony Software Revisions
- g. CSD (Communications System Director)
 - i. Check and Set All Levels
 - ii. Check Setup of CSD Parameters

V. 700MHz P25 Simulcast Systems

- a. Control Point
 - i. GPS Simulcast Equipment
 - ii. Verify operation of Network Sentry Alarm Monitoring
 - iii. Verify proper operation of GPS Simulcast Equipment

- b. MASTR V Module
 - i. Verify MASTR V Software Revisions
 - ii. Read and Verify Personality of Each MASTR V
 - c. Alarm Laptop Computers
 - i. Verify Setup and Configuration of Alarm Computers
 - ii. Verify All Simulcast Alarm Functions
- VI. EDACS Simulcast System Equipment
- a. MASTR III EDACS Stations
 - i. Transmitter
 - 1. Check and Set Transmit RF Power Output
 - 2. Check and Set Frequency
 - 3. Align TX Synthesizer Modules
 - 4. Check and Set Transmit High Speed Data Deviation
 - 5. Check and Set Transmit Low Speed Data Deviation
 - 6. Check and Set Transmit Audio Deviation
 - 7. Check and Set Line Audio Input Levels
 - 8. Equalize Transmit Power to Bulkhead
 - 9. (After Transmit Combiner Alignment)
 - ii. Receiver
 - 1. Align Receiver for Optimum Sensitivity
 - 2. Check and Set Line Audio Output Levels
 - 3. Check SINAD Receiver Sensitivity
 - 4. Check and Set Frequency
 - 5. Check Audio Distortion
 - 6. Check and Set Squelch Sensitivity
 - 7. Check IF Bandwidth
 - iii. SitePro
 - 1. Verify SitePro Software Revisions
 - 2. Read and Verify Personality of each SitePro
 - b. Control Channel Monitors
 - i. Perform Bench Alignment of ORION Radios
 - ii. Verify Proper Operation of Control Channel Monitor Radios
 - c. Test Radios
 - i. Perform Bench Alignment of ORION Radios
 - ii. Verify Proper Operation of Test Radios
 - d. GPS Simulcast Equipment
 - e. Verify operation of Network Sentry Alarm Monitoring
 - f. Verify proper operation of GPS Simulcast Equipment

- VII. Site P25 Simulcast System Equipment
- a. MASTR V P25 Stations
 - i. Transmitter
 - 1. Check and Set Transmit RF Power Output
 - 2. Equalize Transmit Power to Bulkhead
 - 3. (After Transmit Combiner Alignment)
 - 4. Verify Symbol Deviation
 - ii. Receiver
 - 1. Verify the BIT Error rate
 - 2. TTA Performance
 - b. GPS Simulcast Equipment
 - i. Verify operation of Network Sentry Alarm Monitoring
 - ii. Verify proper operation of GPS Simulcast Equipment
- VIII. 800 MHz MUTUAL-AID Conventional Simulcast System
- a. Control Point
 - i. Check and Adjust Audio Phase & Amplitude
 - ii. Check and Adjust Audio Delays
 - b. Voting
 - i. Analog
 - 1. Check and Adjust Audio Input Levels
 - 2. Check and Adjust Selector Audio Output Levels
 - 3. Check and Set Voter Module Level
 - 4. Check and Set 1950 Hz Status Tone Levels
 - c. MASTR III Conventional Stations
 - i. Transmitter
 - 1. Check and Set Transmit RF Power Output
 - 2. Check and Set Frequency
 - 3. Align TX Synthesizer Modules
 - 4. Check and Set Transmit Audio Deviation
 - 5. Check and Set Line Audio Input Levels
 - 6. Equalize Transmit Power to Bulkhead
 - 7. (After Transmit Combiner Alignment)
 - ii. Receiver
 - 1. Align Receiver for Optimum Sensitivity
 - 2. Check and Set Line Audio Output Levels
 - 3. Check SINAD Receiver Sensitivity
 - 4. Check and Set Frequency
 - 5. Check Audio Distortion
 - 6. Check and Set Squelch Sensitivity
 - 7. Check IF Bandwidth

- iii. Transmitter Combiners
 - 1. Realign & Optimize all Transmitter Combiners
 - 2. After Optimization of Combiners, Reset TX PA Power Output
- iv. Receiver Multicouplers
 - 1. Check Gain of Receiver Multicouplers
 - 2. Record Value of Attenuator (If any)
 - 3. Check Loss of All Splitters
 - 4. Check Loss of All Coax Jumper Cables
- v. Tower Top Amplifiers
 - 1. Check Gain of Tower Top Amplifier
 - 2. Check and Record Power Supply Voltage
 - 3. Check and Record Power Supply Current
 - 4. Check All Coax Jumper Cables
- vi. 800 MHz Antennas & Transmission Lines
 - 1. Measure and Record Forward and Reflected Power
 - 2. Sweep All Antennas and Transmission Lines with FDR
 - 3. Provide Printouts of Sweeps
- vii. GPS Frequency Reference (Spectracom)
 - 1. Check Output Levels of Frequency Standard
 - 2. Check External Antenna Alignment and Adjust for Optimum Signal
- IX. Perform Non-Emergency and Emergency Repairs and Service
 - a. Provide Non-Emergency and Emergency Repairs on the microwave systems, 700MHz P25 Simulcast System, 800 MHz EDACS simulcast system, 800 MHz conventional Mutual Aid simulcast system, other conventional systems and associated user equipment as requested and authorized by the HCSO.
- X. Replacement Parts
 - a. Provide Replacement Parts for the microwave systems, L3Harris 700MHz P25 Simulcast system, 800 MHz EDACS simulcast system, 800 MHz conventional Mutual Aid simulcast system, other conventional systems and associated user equipment as requested and authorized by the HCSO. The Vendor shall use OEM retail parts when available.
- XI. Additional Components and Services
 - a. Vendors are invited to submit offers for additional components and services customary for the support of the microwave system, 700MHz, 800 MHz trunked simulcast system, 800 MHz conventional simulcast system, conventional systems and associated user equipment.

TOWER & ANTENNA SYSTEMS MAINTENANCE

The HCSO Communications Maintenance Section is responsible for providing and maintaining the 700/800 MHz radio system for multiple law enforcement and emergency responders within Hillsborough County. The microwave and broadband radio systems operate from multiple telecommunication towers. The awarded Bidder will be responsible for maintaining the towers in accordance with Federal Communication Commission (FCC) and Federal Aviation Authority (FAA) Code of Federal Regulations (CFR) and any other state, local or governing authority's laws, regulations, and policies. It will be the responsibility of the Contractor to be aware of all laws and regulations and to guarantee that HCSO towers and equipment are maintained in accordance with those laws and regulations. The Contractor will be responsible for all Antenna Structure Registrations (ASR) and updates.

Overview of Services Required

- I. Communications Towers, Antenna Systems and Tower Lighting
 - a. Communications Tower Structures
 - i. Annual Inspection of Tower Structures
 - b. Antennas and Microwave Dishes
 - i. Annual Inspection of Antennas and Microwave Dishes
 - ii. Annual Inventory of Antennas and Microwave Dishes
 - c. Antenna and Microwave Mounts
 - i. Annual Inspection of Antenna Mounts
 - d. Transmission Lines
 - i. Annual Inspection of Transmission Lines
 - e. Tower Lights and Lighting Systems
 - i. Annual Inspection of Tower Lights and Lighting Systems
 - f. Installation, Removal and Repair Services
 - i. Installation of Antenna Systems
 - ii. Removal of Antenna Systems
 - iii. Installation of Transmission Lines
 - iv. Removal of Transmission Lines
 - v. Repair Services
 - vi. Emergency Response Services
- II. Communications Tower Structure Requirements

Communications towers (both guyed and self-supporting) are to be inspected annually for maintenance purposes and to extend the useful life of the structures and associated equipment. The inspections are to include tower structures, foundations, anchors, guy wires, fittings, guy wire tension, tower alignment, paint, obstruction marking, antennas, dishes,

transmission lines, grounding and lighting. Detailed written reports shall be prepared and submitted along with digital photos notating discrepancies for each communications tower and associated equipment. Inspections shall include, but not limited to the following conditions or items:

a. General Tower Structure Condition

i. General Conditions

1. Check for bent members
2. Check legs and bracing members
3. Check for loose members
4. Check for missing members
5. Check if climbing facilities, platforms, catwalks are secure & stable
6. Check for loose and/or missing bolts
7. Check for signs of unusual stress or vibration

ii. Structural Items and members

1. Spot Check a minimum of ten (10) bolts on vertical tower members at intervals of approximately twenty-five (25) feet apart on all faces of tower.
2. Record the number of bolts and/or nuts found to be missing
3. Record the percentage of bolts that were checked to be loose
4. Inspect structural members for fractures, bends and faulty welds
5. Check the general condition of the stub (bottom) of tower
6. Particular attention to be given to condition of welds at the following points:
 - a) Guyed tower cantilevered joints above guy level
 - b) Guy lugs and torque arm lugs
 - c) Welds on equalizer plate where it connects to the anchor shaft

iii. Anchors and Foundations

1. Check general conditions
2. Check for protection of exposed concrete
3. Check for cracks or deterioration of concrete
4. Check of any signs or indication of movement
5. Check for brush, trees or overgrowth
6. Check if anchors are fenced or protected
7. Check for sufficient slope to ensure proper water shedding
8. Check if anchor head is clear of earth
9. Check for any evidence of anchor bolt corrosion
10. Check guy plates and rods for bends and fractures
11. Inspect concrete tower foundations for cracking, spalling and settling
12. Check guy anchor foundations for cracking, weathering and creepage
13. Check anchor rod condition below earth (12 inches minimum)
14. Check base of self-supporting tower for proper grouting
15. Check drain holes at base for any obstructions
16. Explain any “unsatisfactory” conditions discovered in the written report

- iv. Guy Wires and Fittings
 - 1. Check general conditions
 - 2. Check connection points (top and bottom)
 - 3. Check that end fittings are secure
 - 4. Check for rust and corrosion
 - 5. Check for corrosion control
 - 6. Check for vibration
 - 7. Check if dampers are in place and secure (if used)
 - a) Check all turnbuckles, slippage and above grade
 - b) Check turnbuckle jam-nut safeties, and cable safeties
 - c) Inspect guy cable clamps for security and slippage
 - d) Check shackles, clevises and thimbles
 - e) Inspect guy wire tails for lashing
 - f) Visually inspect guy wires with binoculars for broken strands or damaged insulators
 - g) Explain any “unsatisfactory” conditions in written report
- v. Guy Wire Tension
 - 1. Check all guy wire tension using industry-accepted method
 - 2. Specify the method used for guy tension measurement
 - 3. Compare tensions to manufacturer specifications
 - 4. When tension checks are made record the following:
 - a) Tension
 - b) Temperature (in degrees Fahrenheit)
 - c) Wind direction
 - d) Wind velocity (in mph)
 - 5. Explain any “unsatisfactory” conditions in written report
- vi. Tower Vertical Alignment
 - 1. Check tower vertical alignment using industry-accepted method
 - 2. Specify method used for checking alignment
 - 3. Record measurements in written report
 - 4. Explain any “unsatisfactory” conditions in written report
- vii. Insulators (if applicable)
 - 1. Check general condition
 - 2. Record type and location of insulators used
 - 3. Check for cracked, broken or damaged insulators
 - 4. Check condition of isolation transformer
 - 5. Check setting of spark gaps
 - 6. Make list of manufacturer, type, and part numbers for future replacement
 - 7. Explain any “unsatisfactory” conditions in written report

- viii. Paint and Obstruction Marking
 - 1. Check general paint conditions
 - 2. Check condition of paint and if tower needs to be repainted
 - 3. Check for paint spatter near surrounding area of tower
 - 4. Check paint and marking for compliance aviation regulations
 - 5. Check for percentage of paint that may be peeling, flaking or fading
 - 6. Check for the visual effectiveness of the paint and markings
 - 7. Explain any “unsatisfactory” conditions in written report

- ix. Surface Condition
 - 1. Check all tower surfaces for rust and corrosion
 - 2. Check cable-bridge, mounting brackets, side arms, clamps, hanger bolts, etc. for rust and corrosion
 - 3. Check for accumulation of water in members
 - a) Check and clear all drain holes
 - 4. Inspect for signs of galvanic action
 - 5. Explain any “unsatisfactory” conditions in written report

- x. Electrical and Lighting Systems
 - 1. Check general condition of electrical and lighting systems
 - 2. Check that all lights are illuminated and working properly
 - 3. Check that strobe lights are properly flashing
 - 4. Check photoelectric controls for proper operation
 - 5. Verify that flasher and strobe units are operational
 - 6. Check for cracked or broken beacon and sidelight globes
 - 7. Check beacon closure bolt
 - 8. Check sidelight gasket condition
 - 9. Check beacon and sidelight socket condition
 - 10. Check internal wiring of beacon
 - 11. Check that drain holes are open and clean
 - 12. Inspect conduit, conduit clamps and junction box condition
 - 13. Check overall condition of electrical system connections
 - 14. Explain any “unsatisfactory” conditions in written report

- xi. Antennas and Dishes
 - 1. Record the description of the antennas and dishes
 - 2. Check and record general condition of antennas
 - 3. Check for misalignment or physical damage
 - 4. Check antennas, dishes and radomes for damage, deterioration and shifting
 - 5. Check all antenna and dish mounts for loose or missing bolts
 - 6. Check stiff-arms for loose or missing bolts and make sure they are secure
 - 7. Specify in written report any antenna and dish mounting bolts that need to be re-tightened
 - 8. Explain any “unsatisfactory” conditions in written report

- xii. Transmission Lines and Waveguide
 - 1. Inspect coax connections to all VHF, UHF and 700/800 MHz antennas
 - 2. Check all jumper cables and connections
 - 3. Check for proper weatherproofing of connectors
 - 4. Inspect waveguide connections to microwave dishes
 - 5. Check all pressurized waveguide connections for leaks
 - 6. Check waveguide flex jumpers for cracks, leaks and deterioration
 - 7. Check of loose or missing waveguide or coaxial cable hangers, supports, restrainers or wraplock
 - 8. Where wrap-lock is used for securing elliptical waveguide or transmission lines, check the protective covering under the wraplock for chafing
 - 9. Check that elliptical waveguide hangers or supports are spaced no more than four (4) feet apart
 - 10. Check waveguide and transmission lines for cracks, excessive bends, dents, abrasions, or other damage
 - 11. Check transmission lines for proper attachment and weatherproofing of grounding kits
 - 12. Check transmission lines for proper number and location of grounding kits
 - 13. Explain any “unsatisfactory” conditions in written report

- xiii. Tower Top Amplifiers
 - 1. Check general condition of enclosures
 - 2. Inspect exterior of painted box for rust and corrosion
 - 3. Inspect connections for proper weatherproofing
 - 4. Check that ground conductor is connected between grounding stud and tower structure
 - 5. Check grounding connections for corrosion
 - 6. Check ground cable terminals
 - 7. Inspect mounting brackets and hardware for rust and corrosion
 - 8. Open enclosure door and inspect the interior for intrusion of water. Securely close and tighten latches after inspection
 - 9. Explain any “unsatisfactory” conditions in written report

- xiv. Grounding
 - 1. Check general grounding conditions
 - 2. Check for loose ground straps or ground conductors
 - 3. Check tower for proper grounding techniques
 - 4. Check if lightning rod is installed and mounted properly
 - 5. Check above grade cad-weld ground connections for secure connection to tower members
 - 6. Check cad-welds for protective corrosion resistant coatings (Zinc enriched paint)
 - 7. Check condition of all ground wires and clamps

8. Check that ground conductors are securely attached to tower members and guys
 9. Check transmission lines for proper attachment and weatherproofing of grounding kits
 10. Check transmission lines for proper number and location of grounding kits
 11. Record the ground system resistance utilizing the clamp-on meter method
 12. Explain any “unsatisfactory” conditions in written report
- xv. Tower Assembly Profiling
1. Antennas, dishes and transmission lines (each)
 - a) Frequency
 - b) Elevation
 - c) Type
 - d) Size
 - e) Flex Jumper Part No. and Length
 - f) Tower leg
 - g) Gain
 - h) Model Number
 - i) Manufacturer
 - j) Connectors and hangers
 - k) Obstruction Lights
 - l) Prepare plot plan (with orientations to North)
 2. Include appurtenances in inventory (side arms, walkways, platforms, sensors, obstruction lights, etc.)
 - a) Elevation
 - b) Arrangement
 - c) Tower assembly profiling report shall be provided in table form while listing all of the parameters contained in paragraph xv. Appurtenances, antennas, dishes etc., will be numbered in the table as well. The table will also be provided to the HCSO in an Excel spreadsheet format on USB Drive. Drawings are to be provided and reflect the item number of the appurtenances, location on the tower hangers)
- xvi. Tower Dismantling and Removal
1. Dismantling and removal of existing self-supporting tower structures
 - a) Proper disposal of all tower material dismantled
 - b) Deliver antennas, microwave dishes and mounting hardware to the HCSO, if requested
 2. Dismantling and removal of existing guyed tower structures
 - a) Proper disposal of all tower material dismantled
 - b) Deliver antennas, microwave dishes and mounting hardware to the HCSO, if requested
- xvii. Coaxial Cable and Elliptical Waveguide Hanger Replacement
1. Removal of coaxial cable and elliptical waveguide “Snap-in” Hangers

2. Replace coaxial cable and elliptical waveguide with “Bolt-on” Hangers
3. Hangers and mounting hardware will normally be supplied by the HCSO

III. Service, Materials and Exceptions

The successful Bidder is to supply all necessary and required test equipment, tools, personnel, transportation and all incidentals for performing the services described in PART C – SCOPE OF WORK. Any exceptions should be noted in BID Response Section PART D. The Contractor will also work with the HCSO to critique existing preventive maintenance procedures and forms as well as to assist with development of any procedures not included in its documentation.

IV. Service Calls

a. Response Time

- i. Emergency: The Contractor shall respond within twelve (12) hours upon receipt of Service call. This covers breakdowns of equipment that could affect the operations of the HCSO.
- i. Non-Emergency: The Contractor shall respond within forty-eight (48) hours upon receipt of service call. This covers problems on equipment not considered to be critical to the operations of the HCSO.
- ii. Failure to Respond: If the Contractor does not respond within the specified time frame outlined above, this may be cause for contract dismissal or default.
 1. Personnel Availability
Service or repair personnel shall be available, on call, twenty-four (24) hours per day, seven (7) days per week.
 2. Parts supplied by the Contractor for equipment covered under this Contract shall be as recommended by the respective equipment’s manufacturer or an acceptable equivalent. Repairs with non OEM parts or improperly used parts are not acceptable.

The HCSO may elect to supply certain items such as antennas for installation or replacement.

V. Communications Antenna, Tower Repairs and Preventative Maintenance

Repairs: All repairs and/or service executed on any equipment covered under this BID shall be made with the express knowledge or in the presence of HCSO Communications Maintenance personnel. The Contractor shall stock (or have quick access to) replacement bulbs for the tower lighting systems. The Contractor shall furnish replacement bulbs for the tower lighting systems. The Contractor will be reimbursed for the bulbs.

Preventive Maintenance: The minimum requirement shall be in accordance with Technical Specifications and with the equipment manufacturer’s recommendations.

UPS AND DC POWER SYSTEMS SCHEDULED MAINTENANCE AND SERVICE

OVERVIEW OF SERVICES REQUIRED

The HCSO Communications Maintenance Section is responsible for the radio systems and equipment which provide critical operational support to law enforcement. The Work will include scheduled maintenance, repairs and services to the UPS, DC power and battery systems and equipment. These services include but are not limited to inspecting, verifying, aligning, adjusting and recording of all measurements before and after adjustments. Information, forms and procedures provided in this BID are intended for reference and a basis for establishing final processes with the awarded Contractor.

The scheduled maintenance services are to be performed during mutually agreeable working hours. The Work is to be performed to minimize system intrusion and outages. All planned outages must be scheduled through the Communications Maintenance Section Manager so that proper notifications may be made to the system users.

The successful proposer is to supply all necessary and required test equipment, tools, personnel, transportation, and all incidentals for performing the scheduled maintenance services described in the Technical Specifications.

The following is an outline of the alignment, scheduled maintenance, repairs, parts, replacement equipment and services for the HCSO UPS systems, DC power systems and battery systems. This outline is intended to establish the level and type of scheduled maintenance required, but not necessarily to identify every detail of the scheduled maintenance. It also includes the supply of boards, modules, repairs and services associated with the maintenance of UPS systems, DC power systems and battery systems.

The requirements for this request for proposal include furnishing the services specified herein, including, but not limited to, the sites and locations identified in Attachment N. The HCSO reserves the right to add or delete equipment, sites and locations to be serviced under this agreement.

1. Alignment and Scheduled Maintenance Service

- a. Toshiba UPS Systems
 - i. Inspect Components
 - ii. Check Input Voltage (each phase)
 - iii. Check Loading (each phase)
 - iv. Check and Set Output Voltage (each phase)
 - v. Check all aluminum Electrolytic Capacitors
 - vi. Check all power fuses and circuit breakers
 - vii. Check and clean all UPS cooling fans
 - viii. Monitor UPS cooling fans for bearing noise and vibration
 - ix. Clean Inside and Outside of UPS Systems
 - x. Check and Set Output Frequency

- xi. Check and Set Charging Float Voltage
 - xii. Check Internal Bypass Switch Operation
 - xiii. Check External Bypass Switch Operation
 - xiv. Check All Internal Alarm Functions
 - xv. Check All External Alarm Functions
 - xvi. Check and Record all Display Readings
 - xvii. Batteries
 - 1. Visually inspect all UPS batteries
 - 2. Check for leakage
 - 3. Check for corrosion
 - 4. Check cases for cracks or distortions
 - 5. Check battery temperature at the negative terminal
 - 6. Measure and record the system float charging voltage
 - 7. Measure and record the individual unit's float charging voltage
 - 8. Measure and record the individual unit's voltage under load for a minimum of 60 minutes
 - 9. On UPS at all locations, measure and record the individual unit's voltage under load until the low battery voltage alarm sounds
 - 10. Perform 10-second high rate load test on individual batteries
 - 11. Test battery voltage for purpose of trending the battery over time
 - 12. Re-torque all inter-battery and power connection hardware
 - 13. Perform inter-battery connector checks
- b. PCP DC Power Systems
- i. Measure Voltages
 - ii. Set Voltages
 - iii. Inspect Components
 - iv. Check Fans
 - v. Charger Systems
 - 1. Check all Digital Display or Analog Readouts
 - 2. Check Forced Paralleling of Chargers
 - 3. Check and Set Equalizer Timer Setting
 - 4. Check and Set Equalizer Voltage Output
 - 5. Check and Set Float Voltage Output
 - 6. Measure System Voltage at Terminals
 - 7. Measure Voltage/Load at Power Board Meter
 - 8. Measure Continuity of Trays or Racks to Ground
 - 9. Measure Voltage to Ground
 - 10. Check Fuses and Breakers
 - 11. Check AC Power Failure Alarm
 - 12. Check and Clean Fans - Check Fans for bearing noise and vibration
 - 13. Check and Torque all Connections
 - 14. Clean Chargers inside and outside
 - 15. Check Distribution Breaker Trip

- 16. Check High Voltage Shutdown Voltage
- 17. Perform Same Checks on Redundant Chargers
- 18. Check and Set Load Sharing
- c. Batteries
 - i. Measure and Record Battery String Float Voltage
 - ii. Measure and Record Individual Cell Float Voltages
 - iii. Measure Battery String Load Voltage
 - iv. Measure and record the individual units Voltage under load for minimum 60 minutes
 - v. Measure and Record Individual Cell Load Voltages
 - vi. Measure and Record Float Current
 - vii. Measure and Record Float Voltage
 - viii. Measure Actual Load Current
 - ix. Estimate Backup Time based on Actual Load Current
 - x. Verify Connector/Cable Sizing is Adequate for Actual Load
 - xi. 100% Check for Corrosion on Connections and Links
 - xii. Clean Batteries, Frame and Area
 - xiii. Visually Inspect Cables and Wire Trays
- d. GNB Batteries (or other manufacturers)
 - i. Check and Set Float Voltage
 - ii. Voltage Under Load and Time
 - iii. Visual Inspection of Batteries
- e. Supply three (3) sets of Test Data in Tabbed 3-Ring Binders
- f. Professional Services
 - i. Hourly Rates for Services
 - ii. Hourly Rates for Emergency and Non-Emergency Repairs
- g. Replacement Boards, Modules and Parts
 - i. Repair or Exchange of Boards and Modules
 - ii. Supply of replacement parts for repairs requested and authorized by the HCSO
 - iii. Supply of Refurbished Boards and Modules
 - iv. Must have an adequate stock of replacement parts or a method of obtaining such parts in a timely manner
- h. Replacement Equipment and Batteries
 - i. Pricing for Replacement Equipment
 - 1. UPS Equipment
 - 2. DC Power Equipment and Power Panels
 - 3. Batteries

- ii. Perform Non-Emergency and Emergency Repairs and Service:
Provide non-emergency and emergency repairs on the UPS Systems, DC Power Systems and Battery Systems as requested and authorized by the HCSO.
- i. Parts and Components:
Provide replacement parts for the UPS Systems, DC Power Systems and Battery Systems and associated equipment as requested and authorized by the HCSO. The Contractor shall be reimbursed for Parts required to perform repairs requested and authorized by the HCSO.
- j. Replacement or Additional Equipment

Due to the age of the UPS and DC Power equipment and the possible unavailability of replacement parts, Proposers are requested to include pricing for equivalent UPS equipment, DC Power equipment and Batteries. The pricing may be based on current manufacturer's list pricing less a specified discount, or special items that are not reflected in a manufacturer's list pricing shall stipulate actual cost (including shipping and handling) plus a percentage markup. Pricing shall be listed in the Proposal Response (EXHIBIT A – D.2).

- k. Additional Equipment, Components and Services
Bidders are invited to submit offers for additional components and services customary for support of the UPS System, DC Power Systems and Battery Systems and associated equipment.

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PART D – BID RESPONSE

The undersigned understands that this Bid Package **must be signed in ink** and that an **unsigned** Bid Package will be considered nonresponsive and subject to rejection by the HCSO. **The undersigned must be an Officer of the Company or a designated agent empowered to bind the Company in Contract.**

SUBJECT TO DEVIATIONS STATED BELOW, THE UNDERSIGNED, BY THE SIGNATURE EVIDENCED, REPRESENTS THAT THE BIDDER ACCEPTS THE TERMS, CONDITIONS, PROVISIONS, MANDATES, AND OTHER CONDITIONS OF THE FOREGOING GENERAL TERMS AND CONDITIONS (PART A), SPECIAL PROVISIONS (PART B), AND SPECIFICATIONS (PART C), SAID DOCUMENTS BEING THE STRICT BASIS UPON WHICH THE SAID BIDDER MAKES THIS BID.

* * USE INK ONLY * * *

ALL THE FOLLOWING INFORMATION MUST BE HEREUPON GIVEN FOR THIS
BID PACKAGE TO BE CONSIDERED BY THE HCSO

EXCEPTIONS TO BID: ANY REPRESENTATION (BELOW) OR EXCEPTION(S) MAY CAUSE THIS BID PACKAGE TO BE REJECTED BY THE HCSO. **ALL BIDDERS SHOULD CAREFULLY READ PARAGRAPH 19 OF THE SPECIAL PROVISIONS (PART B).**

1. **EXCEPTIONS:** The following represents every deviation (itemized by number) to the foregoing GENERAL TERMS AND CONDITIONS (PART A), SPECIAL PROVISIONS (PART B), and SPECIFICATIONS (PART C) upon which this Bid Package is based, to wit:

Communications International, Inc. does not take any exceptions to Part A, B or C of this proposal.

2. PRICING

- A. The undersigned has carefully examined the Bid Package and all conditions affecting the cost of the item(s) required by the HCSO.
- B. The undersigned certifies that any exceptions to the Bid specifications are noted in the BID RESPONSE (PART D). All specifications not noted thereon are as requested. The undersigned also understands that any exceptions presented after the award may be cause for cancelation of award.
- C. We hereby propose to furnish the below described item(s) in accordance with the Bid Package, except as noted on attached Exceptions Form (Part D, Paragraph 1, Exceptions):
- D. See fillable response EXHIBIT A - D.2 which includes the following:
- D.2.1 MICROWAVE SYSTEMS ANNUAL ALIGNMENT AND PREVENTATIVE MAINTENANCE SERVICECS
 - D.2.2 EAST SYSTEM 800 MHz EDACS TRUNKED SIMULCAST SYSTEM ANNUAL ALIGNMENT AND PREVENTATIVE MAINTENANCE SERVICES
 - D.2.3 WEST SYSTEM 800 MHz EDACS SIMULCAST SYSTEM ANNUAL ALIGNMENT AND PREVENTATIVE MAINTENANCE SERVICES
 - D.2.4 EAST SYSTEM P25 TRUNKED SIMULCAST SYSTEM ANNUAL ALIGNMENT AND PREVENTATIVE MAINTENANCE SERVICES
 - D.2.5 WEST SYSTEM P25 TRUNKED SIMULCAST SYSTEM ANNUAL ALIGNMENT AND PREVENTATIVE MAINTENANCE SERVICES
 - D.2.6 MUTUAL AID SYSTEM 800 MHz CONVENTIONAL SYSTEM ANNUAL ALIGNMENT AND PREVENTATIVE SERVICES
 - D.2.7 OTHER SYSTEM COMPONENTS ANNUAL ALIGNMENT AND PREVENTATIVE SERVICES
 - D.2.8 ORIENT ROAD JAIL AND FALKENBURG ROAD JAIL UHF/DMR AND ACCESSORIES
 - D.2.9 OTHER SYSTEM SERVICES
 - D.2.10 PROFESSIONAL SERVICES FOR SUPPORT OF COMMUNICATIONS SYSTEMS
 - D.2.11 NEW PARTS AND COMPONENTS
 - D.2.12 NEW EQUIPMENT AND ACCESSORIES
 - D.2.13 OTHER SERVICES, OPTIONS, ACCESSORIES
 - D.2.14 REPLACEMENT SPARE PARTS (REFURBISHED or EXCHANGED) & PARTS FOR REPAIR TO INCLUDE ITEMS REQUIRING MANUFACTURE OR DEPOT REPAIR
 - D.2.15 ADDITIONAL COMPONENTS AND SERVICES
 - D.2.16 FLAT RATE REPAIRS INCLUDING PARTS
 - D.2.17 COMMUNICATIONS TOWER STRUCTURE BID PROPOSAL
 - D.2.18 UPS SYSTEMS, DC POWER SYSTEMS AND BATTERY SYSTEMS BID PROPOSAL

3. WARRANTY

Please identify warranty information to include type and period of warranty. A copy of the warranty shall be furnished with the BID RESPONSE (PART D).

Throughout the warranty period for new equipment purchased, Ci will provide labor, parts, shipping, supplies, test equipment, facilities, and transportation normally required and/or consumed in maintaining dispatch consoles, infrastructure, associated equipment, and software in order to meet original factory specifications. OEM warranties (L3Harris and third-party vendors), or the 1-year infrastructure warranty, whichever is greater, will apply to all infrastructure equipment and services.

4. VENDOR ORDER INSTRUCTIONS: Describe the preferred method of contact to request order. (Print the information below.):

Contact Name & Title:

Joe Ioco, Director of Customer Service

Address:

7792 Professional Place

City: Tampa State: FL Zip Code: 33637

☎: (813) 887-1888 ☎: (813) 480-1475 ☎: ()

✉: jioco@ask4ci.com

Company Web Address 🌐: www.ask4ci.com

5. BID CONTACT INFORMATION

Provide the contact information for the individual submitting this bid response.
(Please print the information below)

Company Name:

Communications International, Inc.

Contact Name & Title:

Joe Ioco, Director of Customer Service

Address:

7792 Professional Place, Tampa, FL 33637

Office ☎: 813-887-1888 Mobile 📱: 813-480-1475 Fax 📠: _____

Email ✉: _____

Describe the preferred method of contact for questions regarding this bid submission.

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6. AFFIRMATION AND DECLARATION

At this present time, we understand all requirements and warrant that as a serious Bidder we will comply with all the stipulations included in the Bid Package. **The undersigned must be an Officer of the Company or a designated agent empowered to bind the Company in Contract.**

The below named Bidder affirms and declares:

That Bidder is of lawful age and that no other person, firm, or corporation has any interest in this Bid offered to be entered into;

That this Bid is made without any understanding, agreement, or connection with any other person, firm, or corporation making a bid for the same purpose, and is in all respects fair and without collusion or fraud;

That the Bidder is not in arrears to Hillsborough County or the HCSO upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the HCSO;

That no officer, employee, or person whose salary is payable in whole, or in part, from HCSO, is, shall be, or become interested, directly or indirectly, surety or otherwise in this Bid Response; in the performance of the Contract; in the supplies, materials, equipment, and Work or labor to which they relate; or in any portion of the profits thereof.

The undersigned agrees that this Bid shall remain open for 60 days following the opening of Bids.

Respectfully submitted by,

Company Name: Communications International, Inc.

Mike Stork 12/20/2020

Print Signer's Name Date



Signature of Company Officer

Chief Operating Officer
Title

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STATEMENT OF NO BID

If, for any reason, you are unable or unwilling to quote at this time, please complete the following and return by e-mail to ✉ HBrewer@TeamHCSO.com or by fax 📠 at (813) 242-1851. Your choices or comments below will assist us in properly notifying you of future opportunities.

We, the undersigned, have declined to respond to Bid 4-20 for the following reason(s):

SPECIFICATIONSNATURE OF AWARD

_____ Specifications are too "tight" (i.e., limited to one brand or manufacturer)

_____ Insufficient time was provided for response

_____ Unable to meet specifications

_____ Product or an equivalent is not offered

_____ Specifications are unclear

_____ Other

Please provide an explanation:

We request to:

_____ remain on HCSO's list for future solicitations in this service category.

_____ be removed from HCSO's list for future solicitations in this service category.

Company Name: _____

Officer Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

☎: (____) _____ 📠: (____) _____ 📠: (____) _____

✉: _____

Signature of Officer: _____ Date: _____

BID CHECKLIST

Company Name: Communications International, Inc.

Include this checklist as a cover page with your Bid Package:

- ☒ ONE (1) ORIGINAL AND TWO (2) COPIES of the entire Bid.
- ☒ SIGNATURES required Parts A and C.
- ☒ Any Addenda or Amendments (Signatures required).
- ☒ Completed Part C including pricing and signature page.
- ☒ Appendix I, Vendor Packet to include completed Vendor Application, W9, Business Tax Receipt and Direct Deposit Authorization Form.
- ☒ Professional Licenses (if applicable).
- ☒ Manufacturer literature and warranty information.

Below is an example of the information required on the OUTSIDE of your Bid Package.
You may use this as a label if you wish.

HILLSBOROUGH COUNTY SHERIFF'S OFFICE
SHERIFF'S OPERATIONS CENTER
ATTN: FINANCIAL SERVICES DIVISION – PURCHASING SECTION
2008 EAST 8TH AVE
TAMPA FL 33605

BID PACKAGE SUBMITTAL

From: _____

BID # 15-20

**700/800 MHz EDACS and P25 COMMUNICATIONS
SYSTEMS**

OPENING DATE/TIME:
JANUARY 4, 2021 at 3:00 PM

ATTACHMENTS LIST

ANTENNA AND TOWER SYSTEMS

1.	Attachment "A"	Excel	List of Sites and Locations
2.	Attachment "B"	Word	List of Sites and Equipment
3.	Attachment "C"	Word	700/800 MHz EDACs and P25 System Test & Alignment Procedures
4.	Attachment "D"	Word	Microwave System Test & Alignment Procedures
5.	Attachment "E"	PDF	Microwave System Diagram
6.	Attachment "F&F1"	Excel	Microwave Test Data Forms
7.	Attachment "G&G1"	Excel	700/800 MHz EDACS and P25 System Test Data Forms
8.	Attachment "H&H1"	Excel	700/800 MHz and P25 Test Data Forms
9.	Attachment "I"	Excel	Test Unit Data
10.	Attachment "J"	PDF	Antenna Sweep
11.	Attachment "K"	PDF	Transmit Combiner Sweep

ANTENNA AND TOWER SYSTEMS

12.	Attachment "L"	Excel	List of Sites and Locations
13.	Attachment "M"	Word	List of Licenses and Qualifications

UPS and DC POWER SYSTEMS

14.	Attachment "N"	Excel	Site Locations and Equipment
15.	Attachment "O"	Excel	UPS Systems Test Data Forms
16.	Attachment "P"	Excel	Battery Test Data Forms
17.	Attachment "Q"	Word	Toshiba UPS System Specifications
18.	Attachment "R"	Word	Eltek DC Power Systems Specifications
19.	Attachment "S"	Word	Eltek/PCP Mini Power System Specifications

ATTACHMENT “M”

Tower Maintenance

Certifications and Licenses

Responses must include the following information at a minimum:

- Number of Crews
- Experience of each crew member
- Qualifications and Certifications of Personnel

Licenses and Qualifications

Statement of Qualifications Personnel - List of Ci Personnel

Last Name	First Name	Title	Description
Bannon	Chris	Programs Manager	Project Management Professional (PMP)
			Microwave Fundamentals
			Radio 101
			Civils
			LMR Spectrum Overview
			GPS Simulcast
			RF Interference
			Site Grounding
			Harris Dispatch Overview
			Harris IP for LMR 101
			Information Assurance Overview 2012
			Terminals Overview
			Consoles
			Harris EDACS System Overview Course
			Harris P25 System Overview Course
			Harris IP Networks 101
			System Solution Design
			Data and Broadband
			Harris Active Directory on the VIDA Architecture
			Harris Regional Network Manager (RNM) Overview
			Harris Unified Administration System (UAS) Overview
			Level 4 CJIS Security Training
			Core Solution Manager and process owner ISO 9001:2015
Blair	Dick	Site Manager	Harris C3 Maestro Dispatch Console Operation (EDACS Mode)
			Harris P25 System Overview Course
			Harris C3 Maestro Dispatch Console Operation (P25)
			Harris P25 Project Manager Certification
			Harris EDACS Project Manager Certification
			Harris Simulcast Project Manager Certification
			Harris OpenSky Project Manager Certification
			Harris M7300 Scan Model Radio Course (EDACS)
			Harris M7300 System Model Radio Course (EDACS)
			Harris VIP Console Operation Course (OpenSky)
			Harris VIP Console Operation Course (P25)
			Microwave Fundamentals

Last Name	First Name	Title	Description
			Civils
			RF Interference
			Eupen Coax Training Course
			Level 1 CJIS Security Training
			Harris Grounding Tips and Tricks
			Harris Mobile Radio Installation Overview
Blankenship	Andy	Dir. Of Proj. Engineering	Mobile Data Training CDPD, Dataradio, EDACS and Cerulean
			Com-Net Ericsson Introduction to Simulcast Maintenance Training
			Com-Net Ericsson Trunked System Master Technician Training
			Interconnecting Cisco Network Devices (ICSD)
			Level 4 CJIS Security Training
Colon	Enain	Installer I	Level 4 CJIS Security Training
Courel	Jorge	Maintenance Tech I	Harris XL-200P Radio Maintenance
			Level 4 CJIS Security Training
Crow	Kasey	Project Manager	ALU Certification Evaluation
			Harris P25 System Maintenance
			Harris P25 System Administration Course
			Project Management Professional (PMP)
			Level 4 CJIS Security Training
			Harris Grounding Tips and Tricks
			Harris Mobile Radio Installation Overview
Draper	Lance	Installer I	FCC General Radiotelephone Operator License
			Level 4 CJIS Security Training
Durrance	Bill	Sr. System Engineer	FCC General Radiotelephone Operator License
			Harris Active Directory Overview Course
			Harris Regional Network Manager (RNM) Overview
			Harris Unified Administration System (UAS) Overview
			Harris Symphony Dispatch Console Operation Course
			Harris Symphony R6 SIP Features Handoff
			Harris Advanced Access Control (AAC)
			Harris Grounding Tips and Tricks
			Harris Mobile Radio Installation Overview
			Harris SUMS Tips and Troubleshooting
			Level 4 CJIS Security Training
			Harris Activity Warehouse Overview
			Harris BeOn and BeyOnd
			Harris BeOn FY15 Q4 and FY16 Q1 New Release
			Harris SR10A.3 Upgrade Process
			Harris Symphony R7 Handoff

Last Name	First Name	Title	Description
			Harris XG-75P Radio Maintenance Tutorial
			Harris Over-the-Air Programming (OTAP) Overview
			Harris Over The Air Rekeying (OTAR) Overview
			Harris-Tait Portfolio Restructuring
			Harris-Tait Powered Product Overview
			Harris Radio Personality Manager (RPM)
			Harris Radio Personality Manager 2 (RPM2)
			Harris Radio Personality Manager 2 (RPM2) - R3 Handoff
			Harris Radio Personality Manager 2 (RPM2) - R4 Handoff
			Harris Radio Personality Manager 2 (RPM2) - R5 Handoff
			Harris Radio Personality Manager 2 (RPM2) - R7 Handoff
			Harris Radio Programming Overview
			Harris Tait - Introduction to DMR
			Harris Tait - Introduction to DMR Technician Topics
			Harris XG-75P Scan Model Operation Course
			Harris XG-75P System Model Operation Course
			Harris How Does that LTE Stuff Work
			Harris Red Hat Linux 6 - Tips and Troubleshooting
			Harris RFC-2544 Backhaul Characterization Testing using the Accedian Test Set
Erickson	Arthur	Maintenance Tech II	RF Test and Troubleshooting
			Harris EDACS System Overview Course
			Harris EDACS Field Technician Certification
			Harris OpenSky Field Technician Certification
			Harris C3 Maestro Dispatch Console Operation (EDACS Mode)
			Harris C3 Maestro Dispatch Console Operation (P25)
			Harris M7300 Scan Model Radio Course (EDACS)
			Harris Simulcast Field Technician Certification
			Level 4 CJIS Security Training
Fisher	Steve	System Engineer IV	Ericsson Inc. - Prism Master Stations
			Com-Net Ericsson Simulcast System Maintenance Training
			Harris Grounding and Surge Suppression Training
			Alcatel 1630 SX Sonet Operations and Maintenance
			Interconnecting Cisco Network Devices (ICSD)
			M/A-COM RAPTR, Digital Radio and Networking Training
			M/A-COM Falcon Training
			Level 4 CJIS Security Training
Franklin	Ben	Installer I	Harris C3 Maestro Dispatch Console Operation (EDACS Mode)
			Harris C3 Maestro Dispatch Console Operation (P25)
			Harris EDACS System Overview Course

Last Name	First Name	Title	Description
			Harris P25 System Overview Course
			Harris M7300 Scan Model Radio Course (EDACS)
			Harris M7300 System Model Radio Course (EDACS)
			Harris Jaguar 725M System Model Radio Course (EDACS)
			Harris Grounding & Surge Suppression Training
			Level 4 CJIS Security Training
Guarino	Jason	Site Manager	ISEI 10-Hour OSHA Outreach Training Course for the Construction Industry
			ISEI 10-Hour OSHA Hazard Recognition Training for the Construction Industry Course
			Eupen Coax Training Course
			Level 4 CJIS Security Training
			Harris Grounding Tips and Tricks
			Harris Mobile Radio Installation Overview
Henrickson	James	System Tech I	FCC License
			Microwave Networks Proteus MX
			Harris P25 System Maintenance
			ETA International Certification Maintenance Form
			Level 4 CJIS Security Training
Hewett	Steve	System Engineer III	Harris Farinon Division - Urbanet 2 & 10
			Ericsson Inc. RAPTR v5.0 for Ericsson Engineers
			Com-Net Ericsson Introduction to Simulcast Maintenance Training
			Com-Net Ericsson Trunked System Master Technician Training
			ISEI 10-Hour OSHA Hazard Recognition Training for General Industry
			Level 2 CJIS Security Training
Higdon	Kevin	System Tech I	FCC General Radiotelephone Operator License
			RF Fundamentals Decibels Module 2
			RF Fundamentals Modulation Module 3
			RF Fundamentals Radio Frequency Module 1
			RF Fundamentals Antennas Module 5
			RF Fundamentals Coaxial Cables Module 6
			RF Fundamentals Components Module 7
			RF Fundamentals Microwave Module 9
			RF Fundamentals Propagation Module 8
			RF Fundamentals RF Impairment Module 4
			Level 4 CJIS Security Training
			Harris P25 Overview for Radio Operators
			Harris Radio Programming Overview
			Harris VIP Console Operation Course
			Harris Advanced Access Control (AAC)

Last Name	First Name	Title	Description
			Harris Mobile Radio Installation Overview
			Harris-Tait Powered Product Overview
			Harris Radio Personality Manager (RPM)
			Harris XL-200P Radio Operation Course
			Harris XG-75P Radio Maintenance Tutorial
			Harris XG-75P Scan Model Operation Course
			Harris XG-75P System Model Operation Course
			Harris CH721 Scan Model Radio Operation
			Harris CH721 System Model Radio Operation
			Harris XG-25M Mobile Radio Operation Course
			Harris Radio Personality Manager 2 (RPM2)
			Harris Radio Personality Manager 2 (RPM2) - R3 Handoff
			Harris Radio Personality Manager 2 (RPM2) - R4 Handoff
			Harris Radio Personality Manager 2 (RPM2) - R5 Handoff
			Harris Radio Personality Manager 2 (RPM2) - R7 Handoff
			Harris Tait - Introduction to DMR
			Harris Tait - Introduction to DMR Technician Topics
			Harris Symphony Dispatch Console Operation Course
			Harris Active Directory Overview Course
			Harris BeOn and BeyOnd
			Harris Grounding Tips and Tricks
			Harris Symphony R6 SIP Features Handoff
			Harris Symphony R7 Handoff
			Harris Unified Administration System (UAS) Overview
			Harris SR10A.3 Upgrade Process
			Harris Activity Warehouse Overview
			Harris Over-the-Air Programming (OTAP) Overview
			Harris Over The Air Rekeying (OTAR) Overview
			Harris Regional Network Manager (RNM) Overview
			Harris SUMS Tips and Troubleshooting
Kluver	Bryce	System Installer II	Eupen Coax Training Course
			ISEI 10-Hour OSHA Hazard Recognition Training for General Industry
			Level 1 CJIS Security Training
			Harris Grounding Tips and Tricks
			Harris Mobile Radio Installation Overview
Lopez	David	System Engineer I	Harris BeOn and BeyOnd
			Harris CH721 Scan Model Radio Operation
			Harris CH721 System Model Radio Operation
			Harris XG-25M Mobile Radio Operation Course

Last Name	First Name	Title	Description
			Harris XG-75P Scan Model Operation Course
			Harris XG-75P System Model Operation Course
			Harris P25 Overview for Radio Operators
			Harris XL-200P Radio Operation Course
			Harris Radio Personality Manager 2 (RPM2) - R3 Handoff
			Harris Activity Warehouse Overview
			ISSI Configuration & Operation
			Harris Over-the-Air Programming (OTAP) Overview
			Harris Over The Air Rekeying (OTAR) Overview
			Harris SR10A.3 Upgrade Process
			Harris Symphony R7 Handoff
			Harris Radio Personality Manager 2 (RPM2) - R4 Handoff
			Harris Radio Personality Manager 2 (RPM2) - R5 Handoff
			Harris Radio Personality Manager 2 (RPM2) - R7 Handoff
			Harris SUMS Tips and Troubleshooting
			Harris-Tait Powered Product Overview
			Harris Radio Programming Overview
			Harris Tait - Introduction to DMR Technician Topics
			Level 4 CJIS Security Training
Mobley	Gregory	Maintenance Tech I	FCC General Radiotelephone Operator License
			RF Fundamentals Decibels Module 2
			RF Fundamentals Modulation Module 3
			RF Fundamentals Radio Frequency Module 1
			RF Fundamentals Antennas Module 5
			RF Fundamentals Coaxial Cables Module 6
			RF Fundamentals RF Impairment Module 4
			RF Fundamentals Components Module 7
			RF Fundamentals Microwave Module 9
			RF Fundamentals Propagation Module 8
			Level 4 CJIS Security Training
Osmolski	Melissa	Project Manager	Level 4 CJIS Security Training
			Harris Grounding Tips and Tricks
			Harris Mobile Radio Installation Overview
Price	Jeff	Maintenance Tech III	Harris BeOn and BeyOnd
			Harris XL-200P Radio Operation Course
			Harris Advanced Access Control (AAC)
			Harris Radio Personality Manager 2 (RPM2)
			Harris Radio Personality Manager 2 (RPM2) - R4 Handoff
			Harris VIP Console Operation Course
			Harris XL-185P Radio Operation Course

Last Name	First Name	Title	Description
			Anritsu RF Fundamentals: Decibels: Module 2
			Anritsu RF Fundamentals: Radio Frequency: Module 1
			Anritsu RF Fundamentals: Antennas: Module 5
			Anritsu RF Fundamentals: Modulation: Module 3
			Anritsu RF Fundamentals: RF Impairment: Module 4
			Harris XL-200P Radio Maintenance
			Level 4 CJIS Security Training
			Harris CH721 Scan Model Radio Operation
			Harris CH721 System Model Radio Operation
			Harris Mobile Radio Installation Overview
			Harris P25 Overview for Radio Operators
			Harris Radio Personality Manager (RPM)
			Harris Radio Personality Manager 2 (RPM2) - R3 Handoff
			Harris Radio Personality Manager 2 (RPM2) - R5 Handoff
			Harris Radio Personality Manager 2 (RPM2) - R7 Handoff
			Harris Radio Programming Overview
			Harris XG-25M Mobile Radio Operation Course
			Harris XG-25P System Model Operation Course
			Harris XG-75P Radio Maintenance Tutorial
			Harris XG-75P Scan Model Operation Course
			Harris XG-75P System Model Operation Course
Rozza	Paul	System Installer I	Harris Grounding Tips and Tricks
			Harris Mobile Radio Installation Overview
Snow	Trevor	System Installer III	Level 4 CJIS Security Training
			ISEI 10-Hour OSHA Hazard Recognition Training for General Industry
			Harris Grounding Tips and Tricks
			Harris Mobile Radio Installation Overview
St. Pierre	Matt	System Engineer II	Com-Net Ericsson Introduction to Simulcast Maintenance Training
			Com-Net Ericsson Trunked System Master Technician Training
			Interconnecting Cisco Network Devices (ICSD)
			Level 4 CJIS Security Training
Stanley	Mark	VP Business Development	Core Solution Manager and process owner ISO 9001:2015
			Level 4 CJIS Security Training
Stillwaggon	Corey	System Installer II	Eupen Coax Training Course
			ISEI 10-Hour OSHA Hazard Recognition Training for General Industry
			Level 2 CJIS Security Training
			Harris Grounding Tips and Tricks
			Harris Mobile Radio Installation Overview

Last Name	First Name	Title	Description
			Harris Symphony Dispatch Console Operation Course
Torres	Jose	System Installer I	ISEI 10-Hour OSHA Hazard Recognition Training for General Industry
			Level 1 CJIS Security Training
			Harris Grounding Tips and Tricks
			Harris Mobile Radio Installation Overview
Tran	Hoa	System Engineer I	FCC General Radiotelephone Operator License
			M/A COM Field Tech Core Modules
			M/A-COM Field Tech EDACS Single/Multisite
			M/A COM Field Tech OpenSky
			M/A COM Field Tech P25
			M/A COM Field VIDA Network
			M/A COM Field Simulcast
			Harris C3 Maestro Dispatch Console Operation (EDACS Mode)
			Harris C3 Maestro Dispatch Console Operation (P25)
			Harris VIP Console Operation Course (P25)
			Harris EDACS System Overview Course
			Harris P25 System Overview Course
			Harris VIP Console Operation Course (OpenSky)
			Harris Jaguar 725M System Model Radio Course (EDACS)
			Harris M7300 Scan Model Radio Course (EDACS)
			Harris M7300 System Model Radio Course (EDACS)
			Harris Simulcast Field Technician Certification
			Harris EDACS Field Engineer Certification
			Harris EDACS Field Technician Certification
			Harris OpenSky Field Technician Certification
			Harris OpenSky Field Engineer Certification
			Harris P25 Field Technician Certification
			Harris Simulcast Field Engineer Certification
			Harris VIDA Field Technician Certification
			Harris P25 Field Engineer Certification
			Harris Sales Certification
			Harris VIDA Field Engineer Certification
			Harris EDACS Proposal Engineer Certification
			Harris VIDA Proposal Engineer Certification
			Harris Simulcast Proposal Engineer Certification
			Harris OpenSky Proposal Engineer Certification
			Harris P25 Proposal Engineer Certification
			Harris Corp. NetworkFirst Operation & Administration Training
			Harris Grounding & Surge Suppression Training

Last Name	First Name	Title	Description
			Eupen Coax Training Course
			Harris P25 System Maintenance
			Harris Unified Administration System (UAS) Overview
			Harris Regional Network Manager (RNM) Overview
			Level 4 CJIS Security Training
Villanti	Chris	System Tech III	FCC General Radiotelephone Operator License
			ISSI Configuration & Operation
			Level 4 CJIS Security Training
			PCTEL SeeHawk Touch Public Safety Testing Methods training course
Zrallack	Joe	System Engineer I	Introduction to Trunked System Maintenance Training
			Harris Simulcast System Maintenance Training
			Cisco Certified Network Associate (CCNA)
			ISSI Configuration & Operation
			Level 4 CJIS Security Training

Tower Services:

L & S has been in the tower business since 1992 and was founded by three men with backgrounds in electrical, mechanical, fabrication, and RF engineering. We've successfully completed jobs in just about all facets of the tower industry (We don't do the cell phone market.). However, our focus has always been county and state RF infrastructure.

We currently support three crews, and the man-power per crew is dictated by the SOW.

Don Barber

- * Former electrical contractor
- * Four years in the windmill industry and 30 years in the RF tower industry.
- * Don has 40 years of electrical exp. including an AS in industrial electricity with experience in troubleshooting and wiring of wind turbine towers, communication towers, design / construction of buildings, as well as business management.
- * Zond certified climber in 1989
- * Comtrain certified since 6/2009
- * UTS Annual Renewed Climber Certification
- * OSHA 10 Hour Construction Program [2011 Rev 2]
- * Safety Council Lock Out/Tag Out cert

Mark Shropshire

- * Former fabricator and heavy equipment owner operator
- * 30 years in the RF tower industry
- * Mark has 43 years of mechanical experience comprising of gas and diesel applications, aluminum and iron construction with all facets of the construction industry, heavy equipment operation & repair, as well as tower and radio communication.
- * Comtrain certified climber since 6/2009
- * ERI train the trainer cert since 2003 (ability to perform in-house climber certifications)
- * UTS Annual Renewed Climber Certification

- * OSHA 10 Hour Construction Program [2011 Rev 2]
- * Safety Council Lock Out/Tag Out cert

Jim Grossman

- * Licensed broadcast engineer
- * 34 years in the RF tower industry
- * Jim is in his 46th year as a licensed broadcast engineer with 25 years in the wireless / land communications and has been an engineer for 99.3 WLRQ, 1350 AM, & WCIF in Melbourne, as well as others.
- * UTS Annual Renewed Climber Certification

Don Ames

- * Former electrical contractor
- * 20 years in the RF tower industry
- * Comtrain certified climber since 11/2013
- * UTS Annual Renewed Climber Certification
- * OSHA 10 Hour Construction Program [2011 Rev 2]
- * Safety Council Lock Out/Tag Out cert

Kyle Shropshire

- * 20 years in the RF tower industry
- * Comtrain certified since 6/2009
- * Tower Safety train the trainer cert since 2018 (ability to perform in-house certifications)
- * UTS Annual Renewed Climber Certification
- * OSHA 10 Hour Construction Program [2011 Rev 2]
- * Safety Council Lock Out/Tag Out cert

Peter Shropshire

- * 9 years in the RF tower industry
- * Comtrain certified since 11/2013
- * UTS Annual Renewed Climber Certification

Mike Kumher

- * 12 years in the RF tower industry
- * Comtrain certified climber since 6/2009
- * UTS Annual Renewed Climber Certification
- * OSHA 10 Hour Construction Program [2011 Rev 2]

TJ Shropshire

- * 25 years in the RF tower industry
- * Comtrain certified climber since 6/2009
- * UTS Annual Renewed Climber Certification
- * OSHA 10 Hour Construction Program [2011 Rev 2]

Myja Shropshire

- * 1.5 years in the RF tower industry
- * **UTS Certified Tower Climber**

Electrical Service:

Rick Kuzmick
VP General Manager - 28yrs with Computer Power Systems, Inc.
Master Electrician – State Certified E.C.# 13004902
3421 State Rd 419, Winter Springs, FL
rickk@cpsfl.com
Office: 407-327-7373
Cell: 407-619-4172

Thomas Harding
Electrical Department Mgr - 10yrs with Computer Power Systems, Inc.
Journeyman Electrical License # ELJ0002965
3421 State Rd 419, Winter Springs, FL
thomash@cpsfl.com
Office: 407-327-7373
Cell: 407-949-4218

Ismail "JR" Fernandez
Co-Electrical Manager - 8yrs with Computer Power Systems, Inc.
Journeyman Electrical License # JE757
3421 State Rd 419, Winter Springs, FL
juniorf@cpsfl.com
Office: 407-327-7373
Cell: 321-363-2394

UPS Service:

Jeff Brule
UPS Service Department Mgr - 32yrs with Computer Power Systems, Inc.
3421 State Rd 419, Winter Springs, FL
jb@cpsfl.com
Office: 407-327-7373
Cell: 407-619-4174

Nick Brown
8yrs experience
email: nickb@cpsfl.com
Home Location: Orange City, FL

David Simpson III
4yrs experience
email: davids@cpsfl.com
Home Location: Winter Park, FL

Kelvi Aucaquizhpi
3yr experience
email: kelvia@cpsfl.com
Home Location : Orlando, FL

Justin Mock
2yr experience
email: JustinM@cpsfl.com
Home Location: Orlando, FL

Vendor Application Form

Chad Chronister, Sheriff
Hillsborough County Sheriff's Office
2008 E. 8th Avenue, Tampa, Florida 33605
<https://teamhcsso.com>



Purchasing Section
Phone: 813-247-8034
purchasing@hcsso.tampa.fl.us

To establish your business as a vendor to the Hillsborough County Sheriff's Office,
provide the following documentation along with this completed application:

- ___ ☒ **Completed and Signed IRS Form W9 (W8 for Foreign Based Company).**
- ___ ☒ **Business Tax Receipt from Hillsborough County or other municipality's business license.**
- ___ ☒ **Certificates of Liability & Workers' Compensation Insurance (for on-site service providers.)**
- ___ ☒ **If your company is an LLC or LLP filing as a Corporation, provide IRS Form 8832 or Form 2553 to prevent receipt of an IRS Form 1099.**
- ___ ☒ **Provide Federal, State or County certificates for Minority, Veteran, Women, or Small Business Ownership.**

Send completed forms to purchasing@hcsso.tampa.fl.us or fax to 813-242-1826.

Refer to the HCSO Purchasing page at <https://teamhcsso.com> for additional information.

Business Name (as shown on your invoice): Communications International, Inc.

Owner's Name as per IRS records, if reporting under SS# _____

Federal Tax ID No. 59-1885709 OR Social Security No. _____

Tax Status: C-Corp ☐ S-Corp ☒ Individual/Sole Proprietor (1099) ☐ LLC/LLP (1099) ☐

Certified: Minority Owned ☐ Small Business Owner ☐ Veteran Owned ☐ Women Owned ☐
(Include Certificate)

Business Type: Commodity ☐ Services ☒ Visa Accepted: Yes ☐ No ☒

Office Phone: 772-569-5355 Fax: 772-257-6083 Website: www.ask4ci.com

Physical Address: 4450 US Hwy 1 City: Vero Beach State: FL Zip Code: 32967

Mailing Address: 4450 US Hwy 1 City: Vero Beach State: FL Zip Code: 32967

Remit Address (for payment by check): 4450 US Hwy 1 City: Vero Beach State: FL Zip Code: 32967

Procurement Code Category (see PC List):# _____

Additional Information: _____

SALES CONTACT

Name: Joe Ioco

Office Phone: 813-887-1888

Cell Phone: 813-480-1475

Email: jioco@ask4ci.com

ACCOUNTING CONTACT

Name: Susan Almercz

Phone: 772-978-4116 Fax: 772-257-6083

Email: salmerez@ask4ci.com

To receive electronic payments please complete the
Direct Deposit Payment Authorization Form available on
the HCSO Purchasing page at <https://teamhcsso.com>.

HSCSO FSD USE ONLY:

Vendor ABN Assigned: _____ Search Type: V LV USS Other _____ RMT #: _____

ACH Payments Active: Yes No Tax Status: C N P X 1099 Reporting Code: A1 A3 A6 A7 AC

HCSO Staff Requesting Vendor ABN: _____ ABN: _____

Convictions, Suspensions, or Federal Exclusions: Yes No If Yes, please explain: _____

Completed by: _____ ABN: _____ Date: _____ Verified by: _____ ABN: _____ Date: _____

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Communications International Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **5**

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
4450 US Hwy 1

6 City, state, and ZIP code
Vero Beach FL 32967

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

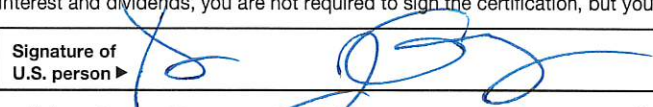
5	9	-	1	8	8	5	7	0	9
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ►  Date ► **12/17/20**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Direct Deposit Payment Authorization Form

Please complete this form if you would like to receive payments through the Automatic Clearing House System (ACH) in lieu of a check. Upon deployment, payees will be notified via e-mail that a payment has been sent to their financial institution. **Please note that it may take up to two weeks from receipt of this form by the Hillsborough County Sheriffs Office for initial setup and pre-noting through the ACH System.**

Payee Information:

Communications International Inc. 59-1885709
Payee Name (Entity Name or Name of Individual) SSN or EIN
ar@ask4ci.com 772-569-5355
E-mail address Phone Number

Financial Institution Information:

Bank Name: Bank United
Address: 222 Lakeview Ave, Ste 900 West Palm Beach FL 33401
Routing Transit Number (9 digits): 267090594 - - - - -
Account Number: 9853970475 - - - - -

☐ Checking Account-Attach a blank voided check here

☒ Savings Account - Attach a blank voided deposit slip here

Payee Certification:

By signing this form, I authorize payments to be sent to the financial institution named above to be deposited to the designated account by the Hillsborough County Sheriff's Office for goods/services rendered, reimbursements, or other transactions and, if necessary, to initiate debit entries and adjustments for any credit entries (deposits) made in error. This authorization shall remain in full force and effect until withdrawn in writing with sufficient notice to allow adequate time to effect termination.

Susan Almerez, Controller
Name and Title

[Signature]
Signature

12/20/2020
Date

Please return completed form and blank voided check to the following address or email:

Hillsborough County Sheriffs Office
ATTN: Accounts Payable
2008 East 8th Avenue
Tampa, Florida 33605
accountspayable@hcsso.tampa.fl.us

FSD Use Only	Vendor ABN: _____	RMT#: _____
Entered by: _____	ABN: _____	Date: _____
Verified by: _____	ABN: _____	Date: _____

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT	

Communications International Inc.

4450 US Hwy 1
Vero Beach, FL 32967
772-669-5355



DATE

63-9059/2670

AMOUNT

PAY
TO THE
ORDER
OF:

2 Signatures Required over \$10,000

AUTHORIZED SIGNATURE

⑈003543⑈ ⑆267090594⑆

9853970475⑈

Communications International Inc.

3543

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT	

2020 - 2021 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT
OCC. CODE 380.000028 RETAIL SALES

EXPIRES SEPTEMBER 30, 2021

ACCOUNT NO.
227619
RENEWAL

Receipt Fee	30.00
Hazardous Waste Surcharge	0.00
Law Library Fee	0.00

BUSINESS COMMUNICATIONS INTL INC
7792 PROFESSIONAL PL
TAMPA, FL 33637

2020 - 2021

NAME COMMUNICATIONS INTL INC
4450 N HWY 1
MAILING VERO BEACH, FL 32961
ADDRESS

Paid 19-0-383661
07/07/2020 30.00

BUSINESS TAX RECEIPT

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

DOUG BELDEN, TAX COLLECTOR
813-635-5200
THIS BECOMES A TAX RECEIPT WHEN VALIDATED.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - (813) 639-3000 USI Insurance Services LLC 2502 N. Rocky Point Drive, Suite 400 Tampa, FL 33607	CONTACT NAME: Cindy Staley PHONE (A/C, No. Ext): 813.320.0107 E-MAIL ADDRESS: cindy.staley@usi.com FAX (A/C, No): (877) 302 4034																					
INSURED Communications International, Inc. 4450 US Highway 1 Vero Beach, FL 32967	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Old Republic Insurance Company</td><td>24147</td></tr><tr><td>INSURER B:</td><td>Aspen American Insurance Company</td><td>43460</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Old Republic Insurance Company	24147	INSURER B:	Aspen American Insurance Company	43460	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER: 14842684

REVISION NUMBER: See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			MWZY31249720	03/01/2020	03/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			MWTB31249620	03/01/2020	03/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			CX007QX20	03/01/2020	03/01/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	MWC31249820	03/01/2020	03/01/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Hillsborough County Sheriff's Office, FL Attn: Purchasing 2008 E. 8th Ave. Tampa, FL 33605	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

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D 2.1 - MICROWAVE SYSTEMS ANNUAL ALIGNMENT AND PREVENTIVE MAINTENACE SERVICES

Site Name	Microwave Radio	Site Total
78 th Street **	6	\$2,760.00
Tampa Gen. Hosp.	2	\$552.00
Pinecrest #1 & #2**	2	\$1,472.00
Hurrah	1	\$736.00
Bullfrog Creek *	3	\$920.00
Wimauma	1	\$920.00
District IV HQ	1	\$736.00
SOC **	2	\$1,472.00
EDOC **	10	\$3,496.00
Fire Station 10	1	\$552.00
Fire Station 20*	1	\$736.00
Gunn Highway*	2	\$920.00
Cork Knight*	1	\$736.00
Taylor Road **	2	\$1,104.00
Plant City	1	\$552.00
78 th Street to EDOC	Include in 78st.	\$0.00
78 th Street to SOC	Include in 78st.	\$0.00
PSOC*	2	\$736.00
Herring St	1	\$552.00
TIA	1	\$552.00
Fire Station 15	1	\$552.00
Morris Bridge	1	\$552.00
Pinellas ISSI	1	\$552.00
Tampa VA	1	\$552.00
Temple Terrace	1	\$552.00
Himes WT	1	\$552.00
PART D-1 System Total		\$22,816.00

* Sites with multiple microwave terminals
** Sites with multiple microwave terminals and multiple multiplex shelves
List any additional equipment charges not included in the above rates:
HCSO Test Bed - \$552.00
HCSO Radio Shop - \$552.00

D 2.2 EAST SYSTEM 800 MHz EDACS TRUNKED SIMULCAST SYSTEM ANNUAL ALIGNMENT AND PREVENTIVE MAINTENANCE

Site Name	800 MHz EDACS Station Equipment	Simulcast Equipment	Voting Equipment	Antenna Systems TX Combiners RX M/C TTA Amps	Site Total
78 th Street	\$2,760.00	\$2,898.00	\$1,380.00	\$920.00	\$7,958.00
Bullfrog Creek	\$2,760.00	\$2,898.00	\$1,380.00	\$644.00	\$7,682.00
Taylor Road	\$2,760.00	\$2,898.00	\$1,380.00	\$644.00	\$7,682.00
Pinecrest #1	\$2,760.00	\$2,898.00	\$1,380.00	\$644.00	\$7,682.00
Pinecrest #2	\$2,760.00	\$2,898.00	\$1,380.00	\$644.00	\$7,682.00
Plant City	\$2,760.00	\$2,898.00	\$1,380.00	\$644.00	\$7,682.00
Wimauma	\$2,760.00	\$2,898.00	\$1,380.00	\$644.00	\$7,682.00
EDOC (East)	\$2,760.00	\$2,898.00	\$1,380.00	\$644.00	\$7,682.00
D4 HQ	\$2,760.00	\$2,898.00	\$1,380.00	\$644.00	\$7,682.00
Cork Knight	\$2,760.00	\$2,898.00	\$1,380.00	\$644.00	\$7,682.00
Gunn Hwy (RX Only)	\$4,002.00	\$184.00	\$1,380.00	\$276.00	\$5,842.00
Hurrah (RX Only)	\$4,002.00	\$184.00	\$1,380.00	\$276.00	\$5,842.00
PART D-2System Total					\$88,780.00

List any additional equipment charges not included in the above rates:

Services based on a 15 channel site

D 2.3 - WEST SYSTEM 800 MHz EDACS TRUNKED SIMULCAST SYSTEM ANNUAL ALIGNMENT AND PREVENTIVE MAINTENANCE SERVICES

Site Name	800 MHz EDACS Station Equipment	Simulcast Equipment	Voting Equipment	Antenna Systems TX Combiners RX M/C TTA Amps	Site Total
Tampa Gen. Hosp.	\$3,680.00	\$3,864.00	\$1,840.00	\$644.00	\$10,028.00
Gunn Highway	\$3,680.00	\$3,864.00	\$1,840.00	\$644.00	\$10,028.00
Fire Station 10	\$3,680.00	\$3,864.00	\$1,840.00	\$644.00	\$10,028.00
Fire Station 20	\$3,680.00	\$3,864.00	\$1,840.00	\$644.00	\$10,028.00
Taylor Road (West)	\$3,680.00	\$3,864.00	\$1,840.00	\$644.00	\$10,028.00
EDOC (West)	\$3,680.00	\$3,864.00	\$1,840.00	\$920.00	\$10,304.00
Himes	\$3,680.00	\$3,864.00	\$1,840.00	\$644.00	\$10,028.00
PART D-3					\$70,472.00

List any additional equipment charges not included in the above rates:

Services based on a 20 channel site

D 2.4 - EAST SYSTEM P25 TRUNKED SIMULCAST SYSTEM ANNUAL ALIGNMENT AND PREVENTIVE MAINTENACE SERVICES

Site Name	P25 Station Equipment	Simulcast Equipment	Antenna Systems TX Combiners RX M/C TTA Amps	Site Total
Bullfrog Creek	\$5,520.00	\$1,932.00	\$368.00	\$7,820.00
Taylor Road	\$5,520.00	\$1,932.00	\$368.00	\$7,820.00
Pinecrest #1	\$5,520.00	\$1,932.00	\$368.00	\$7,820.00
Wimauma	\$5,520.00	\$1,932.00	\$368.00	\$7,820.00
Herring St	\$5,520.00	\$1,932.00	\$368.00	\$7,820.00
D4 HQ	\$5,520.00	\$1,932.00	\$368.00	\$7,820.00
Cork Knight	\$5,520.00	\$1,932.00	\$368.00	\$7,820.00
Hurrah	\$5,520.00	\$1,932.00	\$368.00	\$7,820.00
PART D-4 System Total				\$62,560.00

**List any additional equipment charges not included
in the above rates:**

Services based on a10 Channel Site

D 2.5 - WEST SYSTEM P25 TRUNKED SIMULCAST SYSTEM ANNUAL ALIGNMENT AND PREVENTIVE MAINTENANCE SERVICES

Site Name	P25 Station Equipment	Simulcast Equipment	Antenna Systems TX Combiners RX M/C TTA Amps	Site Total
Tampa Gen. Hosp.	\$5,520.00	\$1,932.00	\$368.00	\$7,820.00
Gunn Highway	\$5,520.00	\$1,932.00	\$368.00	\$7,820.00
Temple Terrace	\$5,520.00	\$1,932.00	\$368.00	\$7,820.00
Fire Station 20	\$5,520.00	\$1,932.00	\$368.00	\$7,820.00
TIA	\$5,520.00	\$1,932.00	\$368.00	\$7,820.00
EDOC (West)	\$5,520.00	\$1,932.00	\$368.00	\$7,820.00
78 th Street	\$5,520.00	\$1,932.00	\$368.00	\$7,820.00
Morris Bridge	\$5,520.00	\$1,932.00	\$368.00	\$7,820.00
Fire Station 15	\$5,520.00	\$1,932.00	\$368.00	\$7,820.00
Tampa VA	\$5,520.00	\$1,932.00	\$368.00	\$7,820.00
PART D-5 System Total				\$78,200.00

List any additional equipment charges not included in the above rates:

Services based on a 10 channel site
2 Channel Aircraft Site -P25 Station Equipment: \$736.00 /Antenna Systems: \$368.00 /Site Total: \$1104.00

D 2.6 - MUTUAL AID SYSTEM 800 MHz CONVENTIONAL SYSTEM ANNUAL ALIGNMENT AND PREVENTIVE SERVICES

Site Name	800 MHz EDACS Station Equipment	Simulcast Equipment	Voting Equipment	Antenna Systems TX Combiners RX M/C TTA Amps	Site Total
78 th Street	\$552.00	\$552.00	\$368.00	\$92.00	\$1,564.00
Pinecrest	\$552.00	\$552.00	\$368.00	\$92.00	\$1,564.00
Wimauma	\$552.00	\$552.00	\$368.00	\$92.00	\$1,564.00
EDOC	\$552.00	\$552.00	\$368.00	\$92.00	\$1,564.00
Gunn Highway	\$552.00	\$552.00	\$368.00	\$92.00	\$1,564.00
Fire Station 20	\$552.00	\$552.00	\$368.00	\$92.00	\$1,564.00
Cork Knight	\$552.00	\$552.00	\$368.00	\$92.00	\$1,564.00
D4 HQ (RX Only)	\$552.00	\$552.00	\$368.00	\$92.00	\$1,564.00
Hurrah (RX Only)	\$552.00	\$552.00	\$368.00	\$92.00	\$1,564.00
PART D-6 System Total					\$14,076.00

List any additional equipment charges not included in the above rates:

D 2.7 - OTHER SYSTEM COMPONENTS ANNUAL ALIGNMENT AND PREVENTIVE SERVICES

Site Name	Integrated Multisite Controller & Common Equipment	Remote Console Electronics Controller & Common Equipment	Consoles	Network Switching Center & Network First Gateway	EDACS Data gateway TRIM-PC CAD-Link	IMC Manager & RCEC Manager	Site Total
78 th Street			\$552.00				\$552.00
SOC	\$7,360.00		\$8,740.00	\$17,440.00	\$920.00	\$1,472.00	\$35,932.00
EDOC		\$2,208.00			\$736.00		\$2,944.00
PSOC							\$0.00
Pinebrooke			\$552.00				\$552.00
PART D-7 System Total							\$39,980.00

List any additional equipment charges not included in the above rates:

Control point for P25 East at PSOC: \$736.00
Control Point for P25 West at EDOC: \$736.00

D 2.8 - ORIENT ROAD JAIL AND FALKENBURG ROAD JAIL UHF/DMR AND ACCESSORIES

Site Name	Base Station Equipment	Transmit Combiner Receiver Multicoupler	Server/ Networking Equipment	Logging Recorder	Consoles	Site Total
Orient Road Jail	\$690.00	\$552.00	\$1,472.00	\$3,036.00	\$1,840.00	\$7,590.00
Falkenburg Road Jail	\$690.00	\$552.00	\$1,472.00	\$3,036.00	\$1,840.00	\$7,590.00
PART D-8 System Total						\$15,180.00

List any additional equipment charges not included in the above rates:

D 2.9 - OTHER SYSTEM SERVICES

Service	[Note]	Total
Software Services, Upgrades & Labor		\$145,933.00
Sweep Backup Radio, Antennas SOC	Price Per Radio	\$138.00
Sweep Backup Radio, Antennas PSOC	Price Per Radio	\$138.00
Downtown TPA, Courthouse BDA/Zetron		\$2,990.00
Herring St/ Plant City Courthouse County System	Price Per Radio	\$138.00
Sweep Backup Radio Antennas Alternate Dispatch Pinebrooke Bldg.	Price Per Radio	\$138.00
Eye on Crime Bldg	Price Per Radio	\$138.00
Annual Testing of Two- Way Radio Communication Enhancement Systems	Quote based on current contract pricing	
BDAs/DAS Installs	Quote based on current contract pricing	
Site Assessments	Initial Assessments *	\$1,968.00
Annual Public Safety Radio Penetration BDA Inspection and Maintenance	Quote based on current contract pricing	
Site Assessments	Final Assessments *	\$2,922.00
Annual Public Safety Radio Penetration BDA Inspection and Maintenance	Quote based on current contract pricing	
PART D-9 System Total		
<u>List any additional equipment charges not included in the above rates:</u>		

Exacom Logging Recorder at ORJ: \$2218.00

Exacom Logging Recorder at FRJ: \$2779.00

Zetron Console at ORJ: \$8909.00

Exacom Logging Recorder at SOC: \$11,942.00

*L3Harris / Exacom / Zetron software and firmware upgrades and labor based on todays rate

D 2.10 - PROFESSIONAL SERVICES FOR SUPPORT OF COMMUNICATIONS SYSTEMS

Description of Professional Services			Total
System Technician			\$108.00
Maintenance Technician			\$108.00
Maintenance Bench Technician			\$108.00
RF Engineer			\$135.00
IT Engineer			\$150.00
System Installer			\$92.00
Vehicle Equipment Installer			\$92.00
Cabler			\$92.00
Support Staff			\$92.00
Project Manager			\$150.00
Site Manager			\$135.00
Emergency Service Rate			\$295.00 Plus 1.5 of Rate
Travel Time			Actual
Expenses			Actual plus 20%
Lodging			Actual
Per Diem (HCSO SOP 247 Rate)			HCSO SOP 247 Rate
PART D-10 System Total			\$

List any additional equipment charges not included in the above rates:

Regular Service Hours: Monday - Friday 8 AM to 5 PM Except Holidays
R/L Repair Technician - \$92.00
R/L Certification Technician - \$92.00
*Emergency Service Rate is a "HCSO request for service" after hours or on a Holiday
(Non regular service hours) a Flat Rate of \$295 per call out plus the technician's service rate x1.5 of the hourly rate.

D 2.11 - NEW PARTS & COMPONENTS

PRICING BASED ON MANUFACTURERS PUBLISHED LIST PRICE LESS DISCOUNT

Manufacturer	Type of Parts/Components	% Discount From List Price
Applied Concepts	Radar/Lidar Parts & Components	20%
ADRF	BDA	10%
Anixter	System/BDA/DAS Components	10%
DB Spectra	System Equipment	10%
Decatur	Radar Parts & Components	5%
Decko Link /Axxel	BDA	5%
EF Johnson	Radio & Accessories	10%
Endura	Chargers	15%
Exacom	Logging recorders	15%
Federal Signal	AVL, Paging, Lights, Sirens	10%
Fiplex	BDA	10%
Firecom	Radio Accessories	10%
Gamber Johnson	Radio Mounts & Accessories	10%
ICOM	Radio & Accessories	15%
Impact	Radio Accessories	10%
Jotto Desk	Radio Mounts & Accessories	10%
Kenwood	Radio & Accessories	15%
Kustom Signal	Radar/Laser Parts & Components	15%
L3Harris	System/Terminal Parts	25%
L3Harris Intraplex	System Parts	10%
L3Harris Microwave	Microwave & Network Equipment	10%
Laser Tech	Radar/Laser Parts & Components	5%
MPH Industries	Radar/Laser Parts & Components	5%
Mutualink	Systems	5%
Omnitronics	Consoles	5%
Otto	Radio Accessories	15%
Polyphaser	System Parts	10%
Setcom	Headset/Radio Parts	10%
Spectracom	Net Clocks	5%
Stone Mountain	Radio Accessories	10%
Tait	Radios	20%
Tessco	System Parts	10%
TX-RX (BIRD)	System Parts	10%
Westell	BDA/DAS	10%
Whelen	Radio Mounts & Accessories	10%
Zetron	Dispatch	10%

D 2.11 - NEW PARTS & COMPONENTS

PRICING BASED ON ACTUAL COST PLUS MARKUP

Manufacturer	Type of Parts/Components	% Markup above Cost
Alcatel (Nokia)	System Parts	20%
American Signal	Signboards	20%
Aviat Microwave Systems	System Equipment	20%
Bendix King	Radio & Accessories	20%
Catalyst	VOIP/System Integration	20%
Cimmeron	Radio & Accessories	20%
Dell	Computers/Servers/Monitors	20%
DX Radio	Radio & Accessories	20%
ELO	Monitors	20%
Eltek/Delta	DC Power Systems	20%
Eluma Tower	Tower	20%
ICT	DC Power Supplies	20%
IDA	Radio & Accessories	20%
Lyncole	System Grounding	20%
MCM	Asset management software	20%
Microwave Networks (MNI)	Microwave & Network Equipment	20%
Motorola	Radio & Accessories	20%
Nokia	System Equipment	20%
Nuvico	CCTV	20%
Panasonic	Accessories	20%
Rohn Products	System Parts	20%
Sonetics	Headset	20%
Sound Off Signal	Emergency lighting	20%
Specialty Console Furniture	Dispatch Furniture	20%
Toshiba	UPS System	20%
Trip-lite	System Parts	20%
TX-RX	Antenna System Components	20%
Watson Consoles	Dispatch Furniture	20%
Xybix	Console furniture	20%

Manufacturers not listed above will be considered as Cost plus Markup 20%

List any additional equipment charges not included in the above rates:

D 2.12 - NEW EQUIPMENT & ACCESSORIES

PRICING BASED ON MANUFACTURERS PUBLISHED LIST PRICE LESS DISCOUNT

Manufacturer	Type of Parts/Components	% Discount From List Price
A.W. Enterprises	Radio Accessories	20%
ACT	Radio Accessories	10%
ADRF	BDA/DAS Equipment	10%
Advance Tec	Radio Accessories	10%
Andrew	System Equipment	10%
Anixter	System/BDA/DAS Equipment	10%
CAVcom	Hazmat Radio Equipment	5%
Ci Branded Batteries	Radio Accessories	10%
Ci Branded Products	Radio Accessories	10%
DB Spectra	System Equipment	10%
Decko Link (AXELL)	BDA	5%
EF Johnson	Radio & Accessories	15%
Eforce	CAD	5%
Endura	Radio Accessories	15%
Eupen	Cable and Connectors	10%
Exacom	Dispatch Logging Equipment	15%
Federal Signal	AVL, Paging, Lights, Sirens	15%
Fiplex	BDA/DAS Equipment	10%
Firecom	Radio Accessories	10%
Gamber Johnson	Radio Mounts & Accessories	10%
Havis	Radio Mounts & Accessories	10%
Honeywell	Batteries/Chargers	2%
ICOM	Radio & Accessories	15%
Impact	Radio Accessories	10%
Infinity Gear	Radio Accessories	10%
I-Tech	Radio Accessories	10%
Jotto Desk	Radio Mounts & Accessories	10%
Kenwood	Radio & Accessories	15%
Kustom Signal	Safety Products, Camera	10%
L3Harris	Mobile, Portable Radios and Accessories	28%
L3Harris	Base Station Equipment & Accessories	25%
L3Harris	System Equipment & Components	25%
L3Harris	Features, Encryption and Software Services	5%
L3Harris Microwave	Microwave	10%
Larson	Radio Accessories	10%
Lind	Radio Mounts & Accessories	10%
Midland	Radio & Accessories	10%
Mobotix	Camera	5%
New Communication Solutions	Radio Accessories	10%
Omnitronics	Dispatch Equipment	5%

D 2.12 - NEW EQUIPMENT & ACCESSORIES

PRICING BASED ON MANUFACTURERS PUBLISHED LIST PRICE LESS DISCOUNT

Manufacturer	Type of Parts/Components	% Discount From List Price
Otto	Radio Accessories	15%
Plantronics	Radio Accessories	5%
Portaclick	Radio Accessories	5%
Power Products	Radio Accessories	15%
Pryme Gear	Radio Accessories	5%
PVP	Radio Accessories	5%
Pyramid	Repeaters	15%
Raytheon JPS	Inter-op Communications	5%
RFS	Antenna	15%
Samlex	Power Supplies	10%
Setcom	Radio Accessories	10%
Spectracom/Orolia	Net Clocks/NTP devices	5%
Stone Mountain	Radio Accessories	10%
Tait	Radio & Accessories	20%
Telex	Console	10%
Tessco	Radio Accessories	10%
TX - RX (BIRD)	Duplexer	10%
Unication	Pagers	5%
Vertex Standard	Radio & Accessories	10%
Westell	BDA/DAS Equipment	10%
Whelen	Radio Mounts & Accessories	15%
Zetron	Dispatch Equipment	10%

PRICING BASED ON ACTUAL COST PLUS MARKUP

Manufacturer	Type of Parts/Components	% Markup above Cost
Code 3	Emergency lighting	20%
Alcatel (Nokia)	System Parts	20%
American Signal	Signboards	20%
Aviat Microwave Systems	System Equipment	20%
Bendix King	Radio & Accessories	20%
Catalyst	VOIP/System Integration	20%
Cimmeron	Radio & Accessories	20%
David Clark	Headsets	20%
Dell	Computers/Servers/Monitors	20%
DX Radio	Radio & Accessories	20%
ELO	Monitors	20%
Eltek/Delta	DC Power Systems	20%

D 2.12 - NEW EQUIPMENT & ACCESSORIES

PRICING BASED ON ACTUAL COST PLUS MARKUP

Manufacturer	Type of Parts/Components	% Markup above Cost
Eluma Tower	Tower	20%
Federal Signal	AVL, Paging, Lights, Sirens	20%
ICT	DC Power Supplies	20%
IDA	Radio & Accessories	20%
Lyncole	System Grounding	20%
MCM	Asset management software	20%
Microwave Networks (MNI)	Microwave & Network Equipment	20%
Motorola	Radio & Accessories	20%
Nokia	System Equipment	20%
Nuvico	CCTV	20%
Panasonic	Accessories	20%
Rohn Products	System Parts	20%
Sigtronics	Headset	20%
Sonetics	Headset	20%
Sound Off Signal	Emergency lighting	20%
Specialty Console Furniture	Dispatch Furniture	20%
Toshiba	UPS System	20%
Trip-lite	System Parts	20%
TX-RX	Antenna System Components	20%
Watson Consoles	Dispatch Furniture	20%
Xybix	Console furniture	20%

Manufacturers not listed above will be considered as Cost plus Markup 20 %

List any additional equipment charges not included in the above rates:

D 2.13 - OTHER SERVICES, OPTIONS, ACCESSORIES

PRICING BASED ON MANUFACTURERS PUBLISHED LIST PRICE LESS DISCOUNT

Manufacturer	Type of Service/Options/Accessories	% Discount From List Price
Freedom	Service Monitors	5%
Janus	Potswaps - Software/Hardware	5%
Manufacturer	Type of Service/Options/Accessories	Fixed Pricing
Ci	Terminal*	\$65.00
Ci	Annual Maintenance Agreement - includes PM*	\$180.00
Ci	Extended Warranty - Through 5 years*	\$630.00
Ci	Front (Dash) Mount Radio Installaion	\$184.00
Ci	Remote (Trunk) Mount Radio Installaion	\$258.00
Ci	Front (Dash) Mount Radio Removal	\$92.00
Ci	Front (Dash) Mount Radio Removal	\$92.00
Ci	Control Station Installation	\$920.00
Ci	Dual Control Adder	\$138.00
Ci	Fire Truck Adder	\$460.00
Ci	Ambulance Adder	\$460.00
Ci	Motorcycle Adder	\$184.00
Ci	Marine Adder	\$460.00
Ci	Heavy Building Adder	\$552.00
Ci	AVL/Mobile Data Equipment Install	\$258.00
Ci	In-Car Charger Install	\$92.00
Ci	Radio Programming	\$46.00
Ci	SCADA Site PM	\$216.00
Ci	(Radios)	\$46.00
Ci	L3Harris Firmware Updates	\$46.00
Ci	BeOn System Administration (Per Hour)	\$108.00
Ci	Code plug development (Per Hour)	\$150.00
Ci	Interference Testing	Quote based on current contract
Ci	BDA Annual Maintainance	Quote based on current contract
Ci	BDA Radio Penetration Assessments	Quote based on current contract
Ci	Public Safety Radio Penetration Testing	Quote based on current contract
Ci	RCDD BDA/DAS Design	Quote based on current contract

PRICING BASED ON ACTUAL COST PLUS MARKUP

Manufacturer	Type of Services/Options/Accessories	% Markup above Cost
ADRF	Return/Repair or Exchange of Equipment	20%
Alcatel (Nokia) & Infinity	Return/Repair or Exchange of Equipment	20%
All Dehydrators	Return/Repair or Exchange of Equipment	20%
Cisco	Return/Repair or Exchange of Equipment	20%
DB Spectra	Return/Repair or Exchange of Equipment	20%
Elo	Return/Repair or Exchange of Equipment	20%
Fiplex	Return/Repair or Exchange of Equipment	20%
Harris Intraplex	Return/Repair or Exchange of Equipment	20%
L3Harris	Return/Repair or Exchange of Equipment	20%
Toshiba	Return/Repair or Exchange of Equipment	20%
TXRX	Return/Repair or Exchange of Equipment	20%
Radar/Laser Equipment	Return/Repair or Exchange of Equipment	20%

Manufacturers not listed above will be considered as Cost plus Markup 20 %

*In-production Equipment & Accessories

D 2.14 - REPLACEMENT SPARE PARTS (REFURBISHED or EXCHANGED) & PARTS FOR REPAIR

PRICING BASED ON MANUFACTURERS PUBLISHED LIST PRICE LESS DISCOUNT

Manufacturer	Type of Parts/Components	% Discount From List Price
L3Harris	Mobile and Portable Radios parts - New	28%
L3Harris	Harris System Equipment - New	25%
TAIT	Mobile and Portable Radios parts - New	25%
TAIT	TAIT System Equipment - New	25%

PRICING BASED ON ACTUAL COST PLUS MARKUP

Manufacturer	Type of Parts/Components	% Markup above Cost
ADRF	Return/Repair or Exchange of Equipment	20%
Alcatel (Nokia) & Infinity	Return/Repair or Exchange of Equipment	20%
All Dehydrators	Return/Repair or Exchange of Equipment	20%
Cisco	Return/Repair or Exchange of Equipment	20%
DB Spectra	Return/Repair or Exchange of Equipment	20%
Elo	Return/Repair or Exchange of Equipment	20%
Fiplex	Return/Repair or Exchange of Equipment	20%
Harris Intraplex	Return/Repair or Exchange of Equipment	20%
L3Harris	Return/Repair or Exchange of Equipment	20%
Toshiba	Return/Repair or Exchange of Equipment	20%
TXRX	Return/Repair or Exchange of Equipment	20%
Radar/Laser Equipment	Return/Repair or Exchange of Equipment	20%

Manufacturers not listed above will be considered as Cost plus Markup 20 %

List any additional equipment charges not included in the above rates:

In-production Equipment & Accessories

D 2.15 ADDITIONAL COMPONENTS AND SERVICES (MUST BE FULLY DESCRIBED/EXPLAINED)

DESCRIPTION OF ADDITIONAL COMPONENTS	Fixed Pricing
Ci - Annual Preventive Radio Maintenance-Terminal*	\$65.00
Ci - Annual Maintenance Agreement - includes PM*	\$180.00
Ci - Extended Warranty - Through First 5 years*	\$630.00
DESCRIPTION OF ADDITIONAL SERVICES	% Markup above Cost
FCC License Consulting	20%
Land Development	20%
Permits	20%
Soil Samples	20%
P.E. Seals	20%
Tower Designs	20%
Tower Designs	20%
Shelter Foundation	20%
Shelter	20%
Fencing	20%
Landscaping & Irrigation	20%
Tower Construction	20%
UPS	20%
Power Generator	20%
Air Conditioner	20%
Other System Components/Equipment	20%
DC Power Systems & Batteries	20%
System Design	20%
Antenna Installations	20%
High Pole Lights Maintenance	20%
Parking Lot Lights and Lobby Lights Maintenance	20%
CCTV Camera Replacement/Maintenance	20%
System Support Services & Equipment	
A) Generator	20%
B) HVAC	20%
C) Electrical	20%
D) Tower	20%
E) General	20%
F) Lawn Maintenance	20%
G) Civil Work	20%
H) Grounding	20%
Maintenance Quarterly, Semi Annual & Annual	
A) Shelter Maintenance	20%
B) Janitorial Services Maintenance	20%
C) Heating and Air Conditioning	20%
D) Emergency Generator Inspection	20%
E) DC Plant and Batteries	20%
F) UPS	20%

List any additional equipment charges not included in the above rates:

* Ci Maintenance and extended warranty on L3Harris current models.

D 2.16 - FLAT RATE REPAIRS INCLUDING PARTS

TYPES OF SERVICES / EQUIPMENT	COST Plus %
L3Harris Flat Rate Repair - Terminals	20%
L3Harris Flat Rate Repair - System Components	20%
TAIT Flat Rate Repair - System/Radios	20%
ADRF	20%
Alcatel (Nokia) & Infinity	20%
All Dehydrators	20%
Cisco	20%
DB Spectra	20%
Elo	20%
Harris Intraplex	20%
L3Harris	20%
TXRX	20%
Radar/Laser Equipment	20%

Services for System upgrades will be quoted on a case by case basis.

Manufacturers not listed above will be considered as Cost plus Markup 20 %

List any additional equipment charges not included in the above rates:

Additional Rates for all service repairs;

Uneconomical to repair - \$184.00

No Trouble Found - \$92.00

Diagnostic Fee - \$92.00

D 2.17 - Communications Tower Structure and Antenna System Maintenance Requirements

Line #	Description of Work	Price	UOM
1	Annual Inspection as listed in Part C - Specifications and Scope of Work	\$6.75	ft
2	Profiling of Tower Structure and appurtenances (including antennas and transmission lines)	\$9.45	ft
3	Profiling of Tower Structure and appurtenances when performed in conjunction with an annual tower inspection	\$6.60	ft
4	Painting of Self-Supporting Tower Structures (in accordance with FAA Requirements)	\$27.50	ft
5	Painting of Guyed Tower Structures (In accordance with FAA Requirements)	\$17.60	ft
6	Dismantle, Removal and Disposal of existing SelfSupporting Towers	\$99.00	ft
7	Dismantle, Removal and Disposal of existing Guyed Towers	\$88.00	ft
8	Tower Lighting System (Inspection and Repairs as may be required)	\$6.50	ft
9	Antenna and/or transmission line (Inspection and Repairs as may be required)	\$5.75	ft
10	Replacement of Jumper Cables	\$5.50	ft
11	Install Antenna with 7/8" Transmission line to include installation of mounting brackets, hangers and hardware	\$7.00	ft
12	Install Antenna with 1-5/8" Transmission Line to include installation of mounting brackets, hangers and hardware	\$7.50	ft
13	Install 1/2" Transmission Line to include hangers and hardware	\$6.50	ft
14	Install 7/8" Transmission Line to include hangers and hardware	\$7.00	ft
15	Install 1-5/8" Transmission Line to include hangers and hardware	\$7.50	ft
16	Antenna Removal and Replacement	\$6.50	ft
17	Antenna Removal Only	\$6.00	ft
18	1/2" Transmission Line and Connector Removal and Replacement	\$6.50	ft
19	7/8" Transmission Line and Connector Removal and Replacement	\$7.00	ft
20	1-5/8" Transmission Line and Connector Removal and Replacement	\$7.25	ft
21	1/2" Transmission Line Removal only to include hangers	\$6.50	ft
22	7/8" Transmission Line Removal only to include hangers	\$7.00	ft
23	1-5/8" Transmission Line Removal only to include hangers	\$7.25	ft
24	1/2" Connector Removal and Replacement	\$5.50	ft
25	7/8" Connector Removal and Replacement	\$5.50	ft
26	1-5/8" Connector Removal and Replacement	\$5.50	ft
27	1-5/8" Connector Removal and Replacement	\$5.50	ft
28	Tower Top amplifier Installation to include installation of Mounting brackets and hardware	\$5.50	ft
29	Tower Top Amplifier Removal and Installation	\$92.00	Man Hr

Line #	Description of Work	Price	UOM
30	Install 6 ft. Microwave Dish with Pressurized Waveguide Transmission Line to include mounting brackets, hangers, Hardware and Pressurization	\$9.00	ft
31	Removal of 6 ft. Microwave Dish with Pressurized Waveguide Transmission Line to include mounting brackets, hangers, Hardware and Pressurization	\$9.00	ft
32	Microwave Feed Horn Removal and Replacement	\$6.50	ft
33	Microwave Feed Horn Removal Only	\$6.35	ft
34	Microwave Dish Optimization (Specify number of Personnel)	\$92.00	Man Hr
35	Sweeping of Transmission lines to include copy of Sweep Documentation	\$250.00	Line
36	Sweeping of Transmission lines to include copy of Sweep Documentation when performed in conjunction with another task listed in the price schedule	\$150.00	Line
37	Miscellaneous Tower, Antenna, Transmission Line work Provide hourly rates below for various personnel		

(Invoiced Hourly rates to be based upon time spent on site)

	Technician	\$92.00	Man Hr
	Site Manager	\$135.00	Man Hr
	Project Manager	\$150.00	Man Hr
38	Flat Rate Travel - Round Trip	\$200.00	
39	Flat Rate Travel - Emergency Call Out	\$400.00	
40	List any additional equipment charges not included in the above rates	20%	Cost Plus

Hillsborough County Sheriff's Office reserves the right to request hourly rate proposals for any of the above proposed services.

NOTE TO PROPOSER: When work is required on towers or antennas that are located on rooftops, the price per foot shall apply only to the tower or antenna structure itself. The measurement will begin at the base of the tower or antenna, not at ground level.

D 2.18 - UPS Systems, DC Power Systems and Battery Systems RFP Proposal

Site Name	UPS System	DC Power System	Battery System	Site Total
78 th Street	\$4,066.00	\$275.00	N/A	\$4,341.00
Bullfrog Creek	\$2,623.00	\$275.00	N/A	\$2,898.00
Taylor Road	\$2,623.00	\$275.00	N/A	\$2,898.00
Pinecrest	\$2,623.00	\$275.00	N/A	\$2,898.00
Plant City	\$2,623.00	\$275.00	N/A	\$2,898.00
Wimauma	\$2,623.00	\$275.00	N/A	\$2,898.00
Himes Avenue	\$2,623.00	\$275.00	N/A	\$2,898.00
EDOC	\$4,065.00	\$275.00	N/A	\$4,340.00
EDOC (Backup Radio)		\$0.00	\$0.00	\$0.00
D4 HQ	\$1,860.00	\$275.00	N/A	\$2,135.00
Hurrah	\$1,860.00	\$275.00	N/A	\$2,135.00
Tampa Gen. Hosp.	\$2,623.00	\$275.00	N/A	\$2,898.00
Gunn Highway	\$2,623.00	\$275.00	N/A	\$2,898.00
Fire Station 10	\$2,623.00	\$275.00	N/A	\$2,898.00
Fire Station 20	\$2,623.00	\$275.00	N/A	\$2,898.00
Cork Knight	\$2,623.00	\$275.00	N/A	\$2,898.00
SOC	\$4,065.00	\$275.00	N/A	\$4,340.00
SOC (Backup Radio)		N/A	N/A	\$0.00
ORJ 18 KVA	\$2,623.00	N/A	N/A	\$2,623.00
ORJ 1.5 KVA	\$1,152.00	N/A	N/A	\$1,152.00
ORJ 1.0 KVA	\$1,152.00	N/A	N/A	\$1,152.00
Video Downlink	\$840.00	N/A	N/A	\$840.00
Radio Shop	\$840.00	\$275.00	\$0.00	\$1,115.00
Spare	\$840.00	N/A	N/A	\$840.00
Herring St	\$2,436.00	\$275.00	N/A	\$2,711.00
Morris Bridge	\$2,436.00	\$275.00	N/A	\$2,711.00
Fire Station 15	\$2,436.00	\$275.00	N/A	\$2,711.00
Tampa VA	\$2,436.00	\$275.00	N/A	\$2,711.00
Falkenburg Rd Jail	\$840.00	\$275.00	N/A	\$1,115.00
Taylor Rd (Old)	\$2,623.00	\$275.00	N/A	\$2,898.00
Pinebrooke	\$840.00	N/A	N/A	\$840.00
TIA	\$2,436.00	\$275.00	N/A	\$2,711.00
Temple Terrace – Fire Station 1	\$2,436.00	\$275.00	N/A	\$2,711.00
TOTAL PART D-18				\$78,010.00

List any additional equipment charges not included in the above rates:

Professional Services for Support of UPS Systems, DC Power Systems and Battery Systems

Description of Professional Services	Hourly Rate or Rate
System Technician	\$108.00
Maintenance Technician	\$108.00
Maintenance Bench Technician	\$108.00
Power Engineer	\$184.00
System Installer	\$108.00
Emergency Service Rate	\$330.00
Travel Time	\$200.00
Expenses	Cost plus markup
Lodging	Cost plus markup
Per Diem (HCSO SOP 247 Rate)	HCSO SOP 247 Rate

Regular Services Hours:

List any additional equipment charges not included in the above rates:

Electrician \$92.00/hr

UPS Service Technican \$184.00/hr

Parts and Components

PRICING BASED ON MANUFACTURERS PUBLISHED LIST PRICE LESS DISCOUNT

Manufacturer	Type of Parts/ Components	List Price	% Discount From List	HCSO Price
N/A				

Pricing Based on Actual Cost Plus Markup

Manufacturer	Type of Parts/ Components	List Price	% Markup Above Cost	HCSO Price
Toshiba International	Replacement Parts		20%	
Eltek/Delta	DC Power Systems		20%	
ICT	DC Power Systems		20%	
Lyncole	System Grounding		20%	
Trip-lite	DC Power Systems		20%	
Aviat Microwave Systems	Replacement Parts		20%	
Microwave Networks (MNI)	Replacement Parts		20%	
Alcatel (Nokia)	Replacement Parts		20%	
Infinity	Replacement Parts		20%	

Professional Services for Support of UPS Systems, DC Power Systems and Battery Systems

Description of Professional Services	Hourly Rate or Rate
System Technician	\$108.00
Maintenance Technician	\$108.00
Maintenance Bench Technician	\$108.00
Power Engineer	\$184.00
System Installer	\$108.00
Emergency Service Rate	\$330.00
Travel Time	\$200.00
Expenses	Cost plus markup
Lodging	Cost plus markup
Per Diem (HCSO SOP 247 Rate)	HCSO SOP 247 Rate

Regular Services Hours:

List any additional equipment charges not included in the above rates:

Electrician \$92.00/hr

UPS Service Technican \$184.00/hr

Parts and Components

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Gunn Highway	\$2,623.00	\$275.00		\$2,898.00
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Fire Station 15	\$2,436.00	\$275.00		\$2,711.00
Tampa VA	\$2,436.00	\$275.00		\$2,711.00
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Pinebrooke	\$840.00	N/A	N/A	\$840.00
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Temple Terrace – Fire Station 1	\$2,436.00	\$275.00		\$2,711.00
TOTAL PART D-18				\$78,010.00

List any additional equipment charges not included in the above rates:

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Description of Professional Services	Hourly Rate or Rate
System Technician	\$108.00
Maintenance Technician	\$108.00
Maintenance Bench Technician	\$108.00
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Emergency Service Rate	\$330.00
Travel Time	\$200.00
Expenses	Cost plus markup
Lodging	Cost plus markup
Per Diem (HCSO SOP 247 Rate)	HCSO SOP 247 Rate

Regular Services Hours:

List any additional equipment charges not included in the above rates:

Electrician \$92.00/hr

UPS Service Technican \$184.00/hr

Parts and Components

PRICING BASED ON MANUFACTURERS PUBLISHED LIST PRICE LESS DISCOUNT

Manufacturer	Type of Parts/ Components	List Price	% Discount From List	HCSO Price
N/A				

Pricing Based on Actual Cost Plus Markup

Manufacturer	Type of Parts/ Components	List Price	% Markup Above Cost	HCSO Price
Toshiba International	Replacement Parts		20%	
Eltek/Delta	DC Power Systems		20%	
ICT	DC Power Systems		20%	
Lyncole	System Grounding		20%	
Trip-lite	DC Power Systems		20%	
Aviat Microwave Systems	Replacement Parts		20%	
Microwave Networks (MNI)	Replacement Parts		20%	
Alcatel (Nokia)	Replacement Parts		20%	
Infinity	Replacement Parts		20%	

Replacement or Additional Equipment

Replacement Equipment Pricing based on Manufacturers Published List Price Less Discount

Manufacturer	Type of Parts/Components	List Price	% Discount From List	HCSO Price
N/A				

Replacement or Additional Equipment Pricing based on Actual Cost Plus Markup

Manufacturer	Type of Parts/Components	List Price	% Markup above Cost	HCSO Price
Toshiba International	Replacement Parts		20%	
Eltek/Delta	DC Power Systems		20%	
ICT	DC Power Systems		20%	
Lyncole	System Grounding		20%	
Trip-lite	DC Power Systems		20%	
Aviat Microwave Systems	Replacement Parts		20%	
Microwave Networks (MNI)	Replacement Parts		20%	
Alcatel (Nokia)	Replacement Parts		20%	
Infinity	Replacement Parts		20%	

Other Services, Options, Accessories

Pricing based on Manufacturers Published List Price Less Discount

Manufacturer	Type of Parts/Components	List Price	% Discount From List	HCSO Price
N/A				

Pricing based on Actual Cost Plus Markup

Manufacturer	Type of Parts/Components	List Price	% Markup above Cost	HCSO Price
ElteklPCP Rectifiers - DC Rectifiers	DC Power Systems		20%	
Newmar Power - DC Systems	DC Power Systems		20%	
Eltek/PCP - DC Plant Components	DC Power Systems		20%	
Toshiba - UPS Components	DC Power Systems		20%	



L3HARRIS™
FAST. FORWARD.

TERMINAL **MANAGED SERVICES**

Keep Your Radios Operating
at Peak Performance





MAXIMUM RELIABILITY, LONGER LIFESPANS

Choose from three tiers of support for your critical terminal devices

Handheld and mobile radio devices are the critical link at the edge of your network, helping team members stay connected, productive and safe.

To maximize the reliability and lifespan of your XL portable and mobile devices, L3Harris offers services such as comprehensive maintenance, software refreshes and repair services in three cost-effective tiers.

ASSIST >>>



If your team is staffed to maintain terminal devices, your organization may only need a few key services. The L3Harris Terminal Service Assist tier includes the following capabilities to keep end-user devices operating at peak performance.

Preferred Technical Support

Knowledgeable, experienced Product Specialists and System Engineers provide tech support for product operations, programming, maintenance and troubleshoot/repair processes. Phone and online support resources are available during work hours—8:00 AM-5:00 PM EST. Calls are logged in our state-of-the-art call tracking system and resolutions are categorized in an evergreen knowledge base.

Standard Repair Services

We support all L3Harris portable and mobile radios performing operational checks to identify any problems and the necessary repairs. This cost-effective, flat-rate program¹ completes repairs in approximately ten business days.

Software Managed Services (SMS)

Keeping terminal and system infrastructure software up-to-date is vital to maintaining the value of your investments. The Assist SMS for terminals provides issue resolution releases of XL radio software. Releases may also contain improvements and enhancements for current generation radio software. They also unlock new product capabilities and licensed features as they become available.²

PARTNER >>>



The L3Harris Terminal Service Partner tier gives you training, online access to technical knowledge and on-call technicians. We provide proactive maintenance and repairs, so you can confidently focus on other aspects of your operation. **The Terminal Service Partner Tier enhances the Assist Tier Technical Support to the Premium (24/7/365) level and provides licensed XL radio software SMS updates.**

Annual Preventive Maintenance and Tune Up

L3Harris technicians perform annual maintenance, including scheduled tests, inspections and alignment on a customers' terminals to optimize performance and recommend repairs or replacements as needed. This service also ensures that terminals meet L3Harris specifications and FCC regulations.

L3Harris Training University (HTU), Virtual and Classroom Training

Training is important to maintain and enhance the skills of personnel who have the responsibility to operate, program and/or maintain terminals. HTU and virtual training, optionally available in the Partner tier, give your team knowledge and confidence. Traditional classroom training is available at our L3Harris Technical Training Center in Lynchburg, Virginia or at your facility.

¹ Pricing applies to units that are defective through normal wear and usage.

² Some additional features may require additional purchase.

MANAGED »»



Because terminal device reliability is key to effective field communications, the L3Harris Terminal Service Managed tier helps keep your team's equipment ready... and gives you maximum peace of mind. **The Terminal Service Managed Tier includes services from the other two tiers with the following changes or additions:**

Expedited Repair Services

We support all L3Harris portable and mobile radios and perform operational checks to identify any problems and the repairs required. As part of the Managed tier, our standard process is expedited so your equipment can be back in the field fast. This cost-effective, flat-rate repair service¹ completes repairs in approximately five business days.

Software Managed Service (SMS) Installation

L3Harris technicians will manage the installation of new terminal software. As part of this service, we:

1. Provide an installation schedule and approximate completion time
2. Install the software needed for your radios to continue functioning at peak performance
3. Provide a Summary Report of actions

On-Site Training

L3Harris provides three days of customized on-site training for up to ten people at your facility on your schedule. The scope of training is determined by you and your L3Harris Training Manager and focuses on terminal product operation, programming and/or maintenance topics.

Fleet Database Updates for New Terminals (UAS)

When a new agency joins a system with a large number of radios and talkgroups, L3Harris engineers can bring users online quickly. Once you define the fleet structure and Unit IDs, we access the administration application to complete the addition of the records.

On-Site Radio Programming (RPM2)

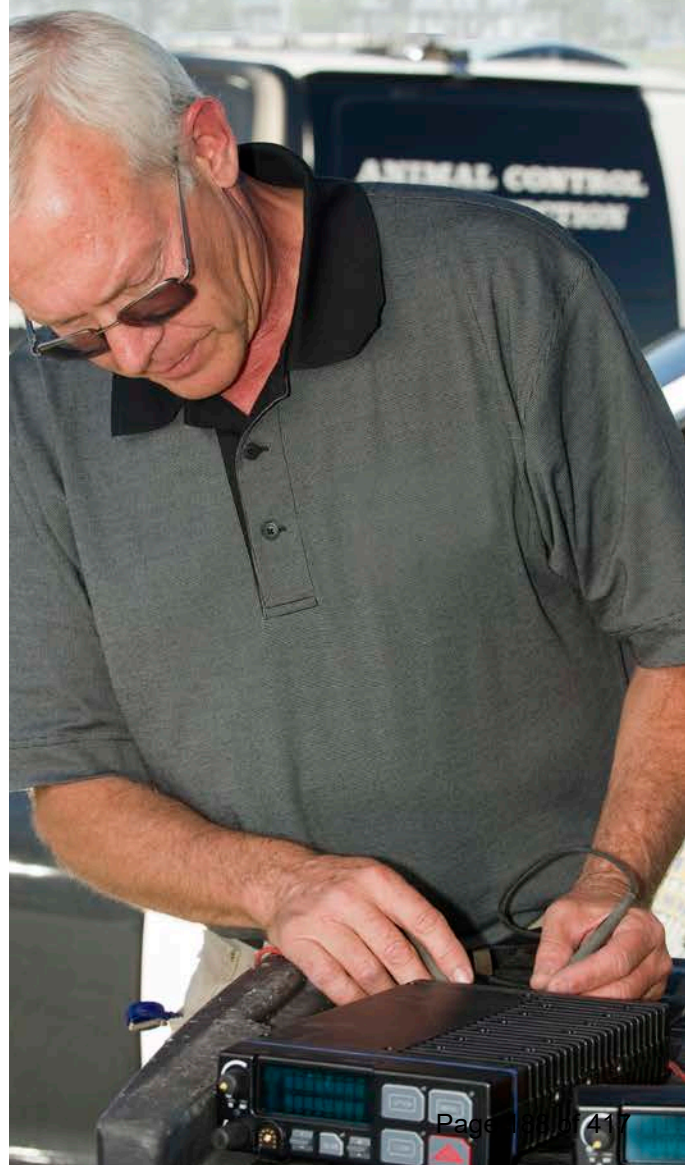
When a new system is deployed or a large number of additional radios must be activated on an existing system, L3Harris technicians program your radios on-site to bring the users online rapidly. For customers with smaller quantities of radios to be programmed, we work with you to define the most efficient process, which may include bringing or shipping radios to a service location.



ON-DEMAND SERVICES

Each tier of support provides you the option to access On-Demand Services as needed. If a situation arises that's not part of your original scope of work, L3Harris will respond quickly and provide a quote for services. On-Demand Services may include:

- Installation or removal of mobile radio equipment after the initial installation
- Repair of radio equipment damaged by vandalism, abuse or physical neglect
- Rapid reprogramming or deployment of additional radios due to an unplanned event, such as a hurricane



COMPARE >>>

Here's a look at the services included in each tier. Get the support and confidence you need by keeping your terminal devices at peak performance. Talk to us about L3Harris Terminal Managed Services today.

	Assist	Partner	Managed
Preferred Technical Support PTS	✓		
Standard Repair Services	✓	✓	
Software Managed Services (SMS)	✓	✓	✓
Premium Technical Support PTS		✓	✓
Annual Preventive Maintenance and Tune Up		✓	✓
HTU, Virtual and Classroom Training	Available option		
Expedited Repair Services			✓
SMS Installation			✓
On-Site Training			✓
Fleet Database Updates for New terminals (UAS)			✓
On-site Radio Programming (RPM2)			✓
On-Demand Services	Available option	Available option	Available option

*Enhanced and custom services available

FAST. FORWARD.

Terminal Managed Services

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L3Harris Technologies is an agile global aerospace and defense technology innovator, delivering end-to-end solutions that meet customers' mission-critical needs. The company provides advanced defense and commercial technologies across air, land, sea, space and cyber domains.



U.S. EQUIPMENT WARRANTY

- A. L3Harris Technologies, Inc., a Delaware Corporation, through its Communication Systems Segment (hereinafter “Seller”) warrants to the original purchaser for use (hereinafter “Buyer”) that Equipment manufactured by or for the Seller shall be free from defects in material and workmanship and shall conform to its published specifications. With respect to all non-Seller Equipment, Seller gives no warranty, and only the warranty, if any, given by the manufacturer shall apply. Rechargeable batteries are excluded from this warranty and are warranted under a separate Rechargeable Battery Warranty (ECR-7048).
- B. Seller’s obligations set forth in Paragraph C below shall apply only to failures to meet the above warranties occurring within the following periods of time from date of sale to the Buyer and are conditioned on Buyer’s giving written notice to Seller within thirty (30) days of such occurrence:
1. for fuses and non-rechargeable batteries, operable on arrival only
 2. for service parts, ninety (90) days
 3. for mobile and portable radios (“Subscriber Units”), twenty-four (24) months
 4. for Unity® model Subscriber Units, thirty-six (36) months
 5. for radio accessories, one (1) year
 6. for all other equipment of Seller’s manufacture, one (1) year
- C. During the Warranty Period, if Hardware fails to meet the foregoing warranties, Seller shall, at its option, correct the failure by: (1) repairing defective or damaged parts or Hardware, or (2) making available any necessary repaired or replacement parts, or (3) by providing new or refurbished parts or new or refurbished equipment. Seller will be responsible for shipping charges incurred in returning repaired parts, replacement parts, or hardware to Buyer. All warranty work must be conducted during normal business hours at Seller’s place of business. Any repaired or replacement parts or Hardware furnished hereunder shall be warranted for the remaining unexpired portion the original Warranty Period of that part or Hardware. The original Warranty Period shall not be extended. Where such failure cannot be corrected by Seller’s commercially reasonable efforts, Seller will refund to Buyer the fees paid for the parts or Hardware less depreciation.
- D. Seller’s obligations under Paragraph C shall not apply to any Equipment, or part thereof, which (i) has been modified or otherwise altered other than pursuant to Seller’s written instructions or written approval or, (ii) is normally consumed in operation or, (iii) has a normal life inherently shorter than the warranty periods specified in Paragraph B, or (iv) is not properly stored, installed, used, maintained or repaired, or, (v) has been subjected to any other kind of misuse or detrimental exposure, or has been involved in an accident.
- E. The preceding paragraphs set forth the exclusive remedies for claims based upon defects in or nonconformity of the Equipment, whether the claim is in contract, warranty, tort (including negligence), strict liability or otherwise, and however instituted. Upon the expiration of the warranty period, all such liability shall terminate. The foregoing warranties are exclusive and in lieu of all other warranties, whether oral, written, expressed, implied or statutory. NO IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY. IN NO EVENT SHALL THE SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR EXEMPLARY DAMAGES.

THIS WARRANTY APPLIES ONLY WITHIN THE UNITED STATES.



Communication Systems Segment
221 Jefferson Ridge Parkway
Lynchburg, VA 24501
1-800-368-3277

Communication Systems Segment
1680 University Avenue
Rochester, NY 14610
1-585-244-5830

U.S. RECHARGEABLE **BATTERY WARRANTY**

- A. L3Harris Technologies, Inc., a Delaware Corporation, through its Communication Systems Segment (hereinafter “Seller”) warrants to the original purchaser for use (hereinafter “Buyer”) that nickel-cadmium, nickel-metal hydride, lithium-ion, and lithium-polymer batteries supplied by Seller shall be free from defects in material and workmanship, and shall conform to its published specifications for a period of twelve (12) months from the date of purchase.
- B. For purposes of this warranty, batteries shall be deemed defective if, while complying with L3Harris’ white paper: *ECR-7367 Harris NiCd, NiMH, and Li-Ion Battery User’s Guide*, (1) the measured capacity of the battery is less than 80% of its rated value, or (2) the battery develops leakage.
- C. If any battery fails to meet the foregoing warranty, Seller shall correct the failure by issuing a replacement battery upon receipt of the defective battery at an Authorized Service Center (ASC) or Seller factory (for OpenSky® Equipment only).
- D. Replacement batteries shall be warranted only for the remaining unexpired warranty period of the original battery. This warranty becomes void if:
 - 1. The battery has been subjected to any kind of misuse, detrimental exposure, or has been involved in an accident.
 - 2. The battery is used in equipment or service other than the radio equipment for which it is specified.
- E. The preceding paragraphs set forth the exclusive remedies for claims based upon defects in or non-conformity of any battery, whether the claim is in contract, warranty, tort (including negligence), strict liability or otherwise, and however instituted. Upon the expiration of the warranty period, all such liability shall terminate. The foregoing warranties are exclusive and in lieu of all other warranties, whether oral, written, expressed, implied or statutory. NO IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR EXEMPLARY DAMAGES.

THIS WARRANTY APPLIES ONLY WITHIN THE UNITED STATES.

To obtain the name and address of an Authorized Service Center (ASC), ask your salesperson, or call one of the factory number(s) printed at the bottom of this page.

To obtain a copy of the white paper *ECR-7367 Harris NiCd, NiMH, and Li-Ion Battery User’s Guide*, visit the L3Harris PSPC Info Center > White Papers (<https://premier.pspc.l3harris.com>), or email PSPC Customer Care at pspc_custfocus@l3harris.com.



Communication Systems Segment
221 Jefferson Ridge Parkway
Lynchburg, VA 24501
1-800-368-3277

Communication Systems Segment
1680 University Avenue
Rochester, NY 14610
1-585-244-5830

ADVANCED RF TECHNOLOGIES: WARRANTY AND REPAIR POLICY**1.1 General Warranty**

Each active product manufactured by Advanced RF Technologies, Inc. ("ADRF") carries a Standard Warranty period of two (2) years unless indicated otherwise on the package or in the acknowledgment of the purchase order.

Passive components carry a Standard Warranty period of one (1) year unless indicated otherwise on the package or in the acknowledgment of the purchase order.

1.2 Limitations of Warranty

Your exclusive remedy for any defective product is limited to the repair or replacement of the defective product. ADRF may elect which remedy or combination of remedies to provide in its sole discretion. ADRF shall have a reasonable time after determining that a defective product exists to repair or replace the problem unit. ADRF Standard Warranty applies to repaired or replaced products for the balance of the applicable period of the original warranty or ninety days from the date of shipment of a repaired or replaced product, whichever is longer.

1.3 Limitation of Damages

The liability for any defective product shall in no event exceed the purchase price for the defective product.

1.4 No Consequential Damages

ADRF has no liability for general, consequential, incidental or special damages.

1.5 Additional Limitation on Warranty

ADRF Standard Warranty does not cover products which have been received improperly packaged, altered, or physically damaged. For example, broken warranty seal, labels exhibiting tampering, physically abused enclosure, broken pins on connectors, any modifications made without ADRF authorization, will void all warranty.

1.6 Return Material Authorization (RMA)

No product may be returned directly to ADRF without first getting an approval from ADRF. If it is determined that the product may be defective, you will be given an RMA number and instructions on how to return the product. An unauthorized return, i.e., one for which an RMA number has not been issued, will be returned to you at your expense. Authorized returns are to be shipped to the address on the RMA in an approved shipping container. You will be given our courier information. It is suggested that the original box and packaging materials should be kept if an occasion arises where a defective product needs to be shipped back to ADRF. To request an RMA, please call (800) 313-9345 or send an email to techsupport@adrftech.com.

1.7 Restocking

No product may be returned directly to ADRF without first getting an approval from ADRF and the purchase amount must exceed \$100. Returned units are subject to a 20% restocking fee. Products must be returned within 90 day of the purchase date (at your expense) through trackable means such as UPS or FedEx. Product must be in original condition, original product packaging, unopened, unmodified, and unused. To request an RMA, please call (800) 313-9345 or send an email to techsupport@adrftech.com.



L3HARRIS TECHNOLOGIES, INC.

Communication Systems
221 Jefferson Ridge Parkway
Lynchburg, VA USA 24501-6952
Phone 1-800-368-3277

L3Harris.com

August 7th, 2025

Temple Terrace Police Department
Attn: Sheryl Singleton
Services Division Commander
311250 N. 56th Street
Temple Terrace, FL 33617

Communications International Inc., L3Harris Authorized Service Center and Sole Source Provider

This letter serves as written confirmation that Communications International Inc. is a L3Harris Dealer and Regional Center of Excellence - Elite Channel Partner in good standing with L3Harris Technologies, Inc. As such, Communications International Inc. is authorized to resell L3Harris Public Safety and Professional Communications products as outlined in the L3Harris partner agreement.

Additionally, Communications International Inc. is a L3Harris PSPC Authorized Service Center (ASC) and is trained and certified to service & repair L3Harris PSPC products. Any services or repairs provided on L3Harris PSPC products by parties who do not hold ASC certification will automatically void the product warranty.

In addition to the above, Communications International Inc. is authorized as the service provider for the Temple Terrace Police Department and their L3Harris communications equipment.

Please contact me if you have any questions.

Respectfully,

Chris Johnson
Southeast Channel Manager
COMMUNICATIONS SYSTEMS / L3HARRIS TECHNOLOGIES
Mobile: +1-434-485-2090
ACTION-URGENCY-EXCELLENCE

Item Cover Page

City Council Item Report

Date: October 21, 2025

From: Judy Nicklin, Executive Assistant

Item Type: Resolution

Subject: Resolution Approving the Purchase of a Bobcat UW56 from Bobcat of Tampa

Presenter: Jason Warrenfeltz, Public Works Director

Recommendation:

Staff recommends City Council adopt a resolution approving the purchase of a Bobcat UW56 in the amount of \$97,534.94 from Bobcat of Tampa, utilizing Florida Sheriff's Association Contract FSA23-EQU21.0 Equipment.

Discussion:

The Bobcat UW56 is a versatile utility work machine designed for various applications, including landscaping and construction. It features a powerful Tier 4 engine that delivers up to 56 horsepower, making it suitable for heavy lifting and demanding jobs. The Bobcat UW56 will be utilized primarily by the Public Works Department to clear debris, dig holes, including transport materials. The Bobcat UW56 will be utilized during daily operations and during emergencies such as storms and hurricanes. Therefore, Utilities is seeking to purchase a Bobcat UW56 from Bobcat of Tampa utilizing the Florida Sheriff's Association Contract FSA23-EQU21.0 Equipment. The total purchase price of \$97,534.94 to be paid out of Account 001-1721-541.64-99, Machinery and Equipment.

Resolution/Ordinance Information:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING THE PURCHASE OF A BOBCAT UW56 FROM BOBCAT OF TAMPA, UNDER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT FSA23-EQU21.0 EQUIPMENT, IN THE AMOUNT OF \$97,534.94; APPROVING PAYMENT FROM THE MACHINERY AND EQUIPMENT GENERAL FUND; PROVIDING AN EFFECTIVE DATE.

Appropriation Code:

001-1721-541.64-99

Requirements:

Resolution

Cost:

\$97,534.94

Attachments:

1. Resolution
2. Quote - Bobcat of Tampa
3. FSA SA23-EQU21. Equipment Bobcat UW56

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING THE PURCHASE OF A BOBCAT UW56 FROM BOBCAT OF TAMPA, UNDER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT FSA23-EQU21.0 EQUIPMENT, IN THE AMOUNT OF \$97,534.94; APPROVING PAYMENT FROM THE MACHINERY AND EQUIPMENT GENERAL FUND; PROVIDING AN EFFECTIVE DATE.

Whereas, the City's Public Works Department seeks to purchase a Bobcat UW56 that will be utilized by the City's Public Works Department to clear debris, dig holes, including transporting materials; and

Whereas, the Bobcat UW56 will be utilized during daily operations and during emergencies such as storms and hurricanes, and

Whereas, the City's Public Works Department is seeking to purchase a Bobcat UW56 for the amount of \$97,534.94 from Bobcat of Tampa utilizing the Florida Sheriff's Association Contract FSA23-EQU21.0 Equipment; and

Whereas, funding for this purchase will come from capital account 001-1721-541.64-99 and is fully funded through unassigned fund balance in the Fiscal Year 2026 Budget.

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

1. The purchase of a Bobcat UW56 from Bobcat of Tampa for the amount of \$97,534.94 utilizing the Florida Sheriff's Association Contract FSA23-EQU21.0 Equipment Machinery and Equipment, is approved.
2. Payment for this purchase from Account 001-1721-541.64-99 is approved.
3. This Resolution shall become effective immediately.

Passed and adopted by the City Council of the City of Temple Terrace, Florida, this 21st day of October 2025.

(Corporate Seal)



X

Andrew Ross, Mayor
Chair of the City Council

Attest:

X

Lynda Sader
City Clerk

Item Cover Page

City Council Item Report

Date: October 21, 2025

From: Judy Nicklin, Executive Assistant

Item Type: Resolution

Subject: Resolution Approving the Purchase of a Ditch Witch Vacuum Excavator

Presenter: Jason Warrenfeltz, Public Works Director

Recommendation:

Staff recommends City Council adopt a resolution approving the purchase of a Ditch Witch Vacuum Excavator in the amount of \$95,303.15 from the Charles Machine Works, Inc., utilizing Sourcewell Contract 110421-CMW.

Discussion:

Public Works is seeking to purchase a Ditch Witch Vacuum Excavator from the Charles Machine Works, Inc. utilizing Sourcewell Contract 110421-CMW. The Ditch Witch Vacuum Excavator will be primarily used by the Public Works Department for clearing and cleaning storm drains. The total purchase price of \$95,303.15 to be paid out of Account 001-1721-541.64-99, Machinery and Equipment.

Resolution/Ordinance Information:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING THE PURCHASE OF A DITCH WITCH VACUUM EXCAVATOR FROM THE CHARLES MACHINE WORKS, INC., UTILIZING THE SOURCEWELL CONTRACT 110421-CMW, IN THE AMOUNT OF \$95,303.15; APPROVING PAYMENT FROM THE MACHINERY AND EQUIPMENT GENERAL FUND; PROVIDING AN EFFECTIVE DATE.

Appropriation Code:

001-1721-541.64-99

Requirements:

Resolution

Cost:

\$95,303.15

Attachments:

1. Resolution
2. Quote - DitchWitch
3. Charles Machine Contract 110421

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING THE PURCHASE OF A DITCH WITCH VACUUM EXCAVATOR FROM THE CHARLES MACHINE WORKS, INC., UTILIZING THE SOURCEWELL CONTRACT 110421-CMW, IN THE AMOUNT OF \$95,303.15; APPROVING PAYMENT FROM THE MACHINERY AND EQUIPMENT GENERAL FUND; PROVIDING AN EFFECTIVE DATE.

Whereas, the City's Public Works Department seeks to purchase a Ditch Witch Vacuum Excavator that will be utilized by the City's Public Works Department; and

Whereas, the Ditch Witch Vacuum Excavator will be used primarily for clearing and cleaning storm drains; and

Whereas, the City's Public Works Department is seeking to purchase a Ditch Witch Vacuum Excavator for the amount of \$95,303.15 from the Charles Machine Works, Inc. utilizing the Sourcewell Contract 110421 CMW; and

Whereas, funding for this purchase will come from capital account 001-1721-541.64-99 and is fully funded through unassigned fund balance in the Fiscal Year 2026 budget.

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

1. The purchase of a Ditch Witch Vacuum Excavator in the amount of \$95,303.15 utilizing the Sourcewell Contract 110421 CMW, is approved.
2. Payment for this purchase from Account 001-1721-541.64-99 is approved,
3. This Resolution shall become effective immediately upon adoption.

Passed and adopted by the City Council of the City of Temple Terrace, Florida, this 21st day of October 2025.

(Corporate Seal)



X

Andrew Ross, Mayor
Chair of the City Council

Attest:

X

Lynda Sader
City Clerk

Item Cover Page

City Council Item Report

Date: October 21, 2025
From: Judy Nicklin, Executive Assistant
Item Type: Resolution
Subject: Resolution Approving the Purchase of a 2026 Freightliner Truck
Presenter: Jason Warrenfeltz, Public Works Director

Recommendation:

Staff recommends City Council adopt a resolution approving the purchase of a 2026 Freightliner Truck In the amount of \$247,377 from Environmental Products Group, Inc.

Discussion:

Public Works is seeking to purchase a 2026 Freightliner Truck from Environmental Products Group, Inc., through a piggyback contract, contract number 3708, with the City of Tallahassee, a Florida municipal corporation, contract number 3708, with an expiration date of April 6, 2026. The 2026 Freightliner Pump Truck contains a vacuum tank that will be primarily used by the Public Works Department Sewer Division to maintain lift stations by removing excess grease and debris, and to assist with overflows. The total purchase price of \$247,377 to be paid out of Account 450-1931-535.64-12, Water and Sewer Utilities Fund. Funding for this purchase will come from capital account 450-1931-535.64-12 and is fully funded in the Fiscal Year 2026 budget.

Resolution/Ordinance Information:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING THE PURCHASE OF A 2026 FREIGHTLINER PUMP TRUCK FROM ENVIRONMENTAL PRODUCTS GROUP INC.; THROUGH A PIGGYBACK CONTRACT WITH THE CITY OF TALLAHASSEE, A FLORIDA MUNICIPAL CORPORATION, CONTRACT NUMBER 3708, IN THE AMOUNT OF \$247,377.00; APPROVING PAYMENT FROM THE WATER AND SEWER UTILITIES FUND; PROVIDING AN EFFECTIVE DATE.

Appropriation Code:

450-1931-535.64-12

Requirements:

Resolution

Cost:

\$247,377

Attachments:

1. Resolution
2. Quote - Environmental Products Group
3. Con-Contract Extension for Environmental Products Group
4. City of Tallahassee Contract No. 3708

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING THE PURCHASE OF A 2026 FREIGHTLINER PUMP TRUCK FROM ENVIRONMENTAL PRODUCTS GROUP INC.; THROUGH A PIGGYBACK CONTRACT WITH THE CITY OF TALLAHASSEE, A FLORIDA MUNICIPAL CORPORATION, CONTRACT NUMBER 3708, IN THE AMOUNT OF \$247,377.00; APPROVING PAYMENT FROM THE WATER AND SEWER UTILITIES FUND; PROVIDING AN EFFECTIVE DATE.

Whereas, the City's Public Works Department seeks to purchase a 2026 Freightliner Pump Truck from Environmental Products Group, Inc., that will be utilized by the City's Public Works Department; and

Whereas, the City of Tallahassee a Florida municipal corporation, contract number 3708 dated April 6, 2016 was extended through April 6, 2026; and

Whereas, the 2026 Freightliner Pump Truck will be primarily used by the Sewer Division within the Public Works Department to maintain lift stations by removing excess grease and debris, as well as assisting with overflow; and

Whereas, the 2026 Freightliner Pump Truck purchase amount is \$247,377.00; and

Whereas, funding for this purchase will come from Account 450-1931-535.64-12 and is budgeted through the Water and Sewer Utilities Fund.

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

1. The purchase of a 2026 Freightliner Pump Truck through piggyback contract 3708 with the City of Tallahassee, a Florida municipal corporation, for the amount of \$247,377.00, is approved.
2. Payment for this purchase from Account 450-1931-535.64-12, is approved.
3. This Resolution shall become effective immediately.

Passed and adopted by the City Council of the City of Temple Terrace, Florida, this 21st day of October 2025.

(Corporate Seal)



X

Andrew Ross, Mayor
Chair of the City Council

Attest:

X

Lynda Sader
City Clerk

Item Cover Page

City Council Item Report

Date: October 21, 2025
From: Judy Nicklin, Executive Assistant
Item Type: Resolution
Subject: Resolution Approving the Purchase of a Sidewalk Grinder
Presenter: Jason Warrenfeltz, Public Works Director

Recommendation:

Staff recommends City Council adopt a resolution approving the purchase of a sidewalk grinder in the amount of \$53,265.25 from Sherwin Industries, Inc., utilizing Sourcewell Contract 110122-SWN.

Discussion:

Public Works is seeking to purchase a sidewalk grinder from Sherwin Industries, Inc. utilizing Sourcewell Contract 110122-SWN. The sidewalk grinder will be primarily used by the Public Works Department Streets Division.

Resolution/Ordinance Information:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING THE PURCHASE OF A SIDEWALK GRINDER FROM SHERWIN INDUSTRIES, INC., UTILIZING SOURCEWELL CONTRACT 110122 SWN, IN THE AMOUNT OF \$53,265.25; APPROVING PAYMENT FROM THE STREET IMPROVEMENT FUND; PROVIDING AN EFFECTIVE DATE.

Appropriation Code:

130-1723-541.64-99

Requirements:

Resolution

Cost:

\$53,265.25

Attachments:

1. Resolution
2. Quote - Sidewalk Grinder
3. Sourcewell Contract 110122

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING THE PURCHASE OF A SIDEWALK GRINDER FROM SHERWIN INDUSTRIES, INC., UTILIZING SOURCEWELL CONTRACT 110122 SWN, IN THE AMOUNT OF \$53,265.25; APPROVING PAYMENT FROM THE STREET IMPROVEMENT FUND; PROVIDING AN EFFECTIVE DATE.

Whereas, the City's Public Works Department seeks to purchase a sidewalk grinder that will be utilized by the City's Public Works Department; and

Whereas, the sidewalk grinder will be primarily used by the Public Works Department Streets Division; and

Whereas, the City's Public Works Department is seeking to purchase a sidewalk grinder for the amount of \$53,265.25 from Sherwin Industries Inc., utilizing the Sourcewell Contract 110122 SWN; and

Whereas, funding for this purchase will come from Account 130-1723-541.64-99 and is budgeted through the Street Improvement Fund.

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

1. The purchase of a sidewalk grinder for the amount of \$53,265.25 utilizing the Sourcewell Contract 110122 SWN, is approved.
2. Payment for this purchase from Account 130-1723-541.64-99 is approved.
3. This Resolution shall become effective immediately.

Passed and adopted by the City Council of the City of Temple Terrace, Florida, this 21st day of October 2025.

(Corporate Seal)



X

Andrew Ross, Mayor
Chair of the City Council

Attest:

X

Lynda Sader
City Clerk

Item Cover Page

City Council Item Report

Date: October 21, 2025

From: Jacob Carlisle, Police Captain

Item Type: Resolution - Purchase

Subject: Resolution Approving the Purchase of Three 2025 Ford Interceptor Criminal Investigation Utility Vehicles

Presenter: Jacob Carlisle, Police Captain

Recommendation:

It is recommended that the City Council adopt a resolution approving the 2025 Ford Police Interceptor Utility vehicles (\$43,067.25 each), including all required emergency lights, siren controllers, and other equipment necessary to outfit the vehicles.

Discussion:

As part of the police department's vehicle replacement program, \$129,201.75 was included in the Fiscal Year 2026 Community Investment Tax Fund budget for the purchase of three (3) police criminal investigations vehicles. The purchase of the three (3) criminal investigation vehicles will be made from Bartow Ford of Bartow, Florida, under Pasco County contract bid No. IFB-RR-21-042. The vehicles will be purchased at a cost of \$129,201.75. The payment for the vehicles used in criminal investigations will be made from account 160-1431-521.64-11. The prices have been verified with the contract and bid award referenced herein, and include the purchase of emergency lights, siren controller, and other necessary equipment to outfit the vehicles.

Resolution/Ordinance Information:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING THE PURCHASE OF THREE (3) 2025 FORD POLICE INTERCEPTOR UTILITY VEHICLES FROM BARTOW FORD, UNDER THE PASCO COUNTY CONTRACT BID NO. IFB-RR-21-042, IN THE AMOUNT OF \$129,201.75, WHICH INCLUDES THE INSTALLATION OF EMERGENCY LIGHTS, SIREN CONTROLLER, AND OTHER NECESSARY EQUIPMENT TO OUTFIT THE POLICE VEHICLES; APPROVING PAYMENT FOR THE THREE VEHICLES FROM ACCOUNT 160-1431-521.64-11; PROVIDING AN EFFECTIVE DATE.

Appropriation Code:

160-1431-521.64-11

Requirements:

Resolution

Cost:

\$129,201.75

Attachments:

1. Resolution
2. 93025 2026 ADMIN EXPLORER 4X2 K7D WORKSHEET PC

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING THE PURCHASE OF THREE (3) 2026 FORD EXPLORER VEHICLES WITH ALL RELATED VEHICLE EQUIPMENT TO BE INSTALLED WITHIN THE NEWLY ACQUIRED CRIMINAL INVESTIGATIONS VEHICLES; APPROVING PAYMENT OF \$129,201.75 FOR CRIMINAL INVESTIGATIONS VEHICLES AND EMERGENCY LIGHTS, AND OTHER NECESSARY EQUIPMENT TO BE PROVIDED WITH FUNDS FROM ACCOUNT 160-1431-521.64-11; APPROVING THE DISPOSAL AND SALE OF THE REPLACED VEHICLES; PROVIDING AN EFFECTIVE DATE.

Whereas, \$129,201.75 for the purchase of three (3) criminal investigations vehicles was included in the Fiscal Year 2026 Community Investment Tax Fund budget as part of the police department's vehicle replacement program; and

Whereas, the City wishes to purchase three (3) 2026 Ford Explorer utility vehicles from Bartow Ford, under Pasco County contract bid No. IFB-RR-21-042, at the cost of \$129,201.75, which includes the installation of emergency lights, and other necessary equipment to mark and outfit the vehicles; and

Whereas, payment of the \$129,201.75 for the three (3) criminal investigations vehicles will be made from account 160-1431-521.64-11 in the Community Investment Tax Fund; and

Whereas, the replaced vehicles will be processed for disposal and sold at auction.

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

1. The purchase of three (3) 2026 Ford Explorer utility vehicles from Bartow Ford, under Pasco County contract bid No. IFB-RR-21-042, in the amount of \$129,201.75, which includes the installation of emergency lights and other necessary equipment to mark and outfit the vehicles, is approved.
2. Payment for the vehicles from account 160-1431-521.64-11 is approved.
3. The disposal and sale at auction of the replaced vehicles 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 21st day of October, 2025.

(Corporate Seal)



X

Andrew Ross, Mayor
Chair of the City Council

Attest:

X

Lynda Sader
City Clerk

September 30, 2025



Temple Terrace Police Dep
Captain Jacob Carlisle

DESCRIPTION			
K7D	2026 Explorer 4dr 4x2		
99H	2.3L Eco Boost Engine		
44T	10 Speed Automatic Transmission		
100A	Equipment Package		
52T	Class IV Trailer Tow Package		
	Factory Invoice		\$38,621.00
	Government Price Concession Discount		\$2,100.00
	4.06% Contract Discount		\$1,482.75
	(2) Whelen Spitfire Blue/Blue ION's Mounted High in Windshield Area, (2) Whelen Blue/Blue Thin ION's Mounted in Grill Area (2) Whelen Spitfire Blue/Blue ION's Mounted in Rear Tailgate Area, (2) Whelen Blue/Blue ION's Mounted in Driver Side & Passenger Side Rear Doors, (2) Clear LED Mounted in Rear Taillights, Whelen 100 Watt Speaker, Whelen HHS3200 Handheld Siren Controller, 3rd Key With Remote, 2 Drawer Weapons Vault, Delivery to your Location		\$6,148.00
18.0	Bartow Ford Labor Hours	\$97.00	\$1,746.00
1	Yellow CITY Tag		\$135.00
TOTAL PURCHASE AMOUNT PER UNIT			\$43,067.25
TOTAL PURCHASE AMOUNT FOR THREE UNITS			\$129,201.75

Pricing in accordance with the Pasco County Award of Bid No. IFB-RR-21-042

If you have any questions or need any additional information please feel free contact me anytime.

Sincerely Yours,
 Richard Weissinger
 Commercial Fleet Sales
 Direct Line (813) 477-0052
 Fax (863) 533-8485



Item Cover Page

City Council Item Report

Date: October 21, 2025
From: Judy Nicklin, Executive Assistant
Item Type: Resolution
Subject: Resolution Approving the Purchase of a 2026 Mac Terra Pro Cabover
Presenter: Jason Warrenfeltz, Public Works Director

Recommendation:

Staff recommends City Council adopt a resolution approving the purchase of a 2026 Mac Terra Pro Cabover in the amount of \$387,649.73 from Nextran Truck Centers utilizing Florida Sheriffs Association Contract Number FSA25-VEH23.0, Heavy Trucks and Buses

Discussion:

Public Works is seeking to purchase a 2026 Mac Terra Pro Cabover from Nextran Truck Centers utilizing Florida Sheriffs Association Contract Number FSA25-VEH23.0; Heavy Trucks and Buses. This vehicle will be added to the Public Works Department sanitation fleet. The 2026 Mac Terra Pro Cabover is scheduled to replace sanitation trucks number 9 and 18. Both truck number 9 and truck number 18 will be auctioned off. These trucks have a lift cycle of ten years; however, truck 9 dates back to 2006 (making it nineteen years old), while truck 18 originates from 2009 (making it sixteen years old).

Resolution/Ordinance Information:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING THE PURCHASE OF A 2026 MAC TERRA PRO CABOVER, FROM NEXTRAN TRUCK CENTERS, UTILIZING FLORIDA SHERRIFS ASSOCIATION CONTRACT NUMBER FSA25-VEH23.5, IN THE AMOUNT OF \$387,649.73; APPROVING PAYMENT FROM THE SANITATION SERVICES FUND AND THE SANITATION FUND RESERVES; PROVIDING AN EFFECTIVE DATE.

Appropriation Code:

480-2041-534.64-12

Requirements:

Resolution

Cost:

\$387,649.73

Attachments:

1. Resolution
2. Updated FSA Buyers Order for Temple Terrace 10082025 (R1)

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING THE PURCHASE OF A 2026 MAC TERRA PRO CABOVER, FROM NEXTRAN TRUCK CENTERS, UTILIZING FLORIDA SHERRIFS ASSOCIATION CONTRACT NUMBER FSA25-VEH23.5, IN THE AMOUNT OF \$387,649.73; APPROVING PAYMENT FROM THE SANITATION SERVICES FUND; PROVIDING AN EFFECTIVE DATE.

Whereas, the City's Public Works Department seeks to purchase a 2026 Mac Terra Pro Cabover that will be utilized by the City's Public Works Department; and

Whereas, the 2026 Mac Terra Pro Cabover will be primarily used by the Public Works Department Sanitation Division; and

Whereas, the City's Public Works Department is seeking to purchase a 2026 Mac Terra Pro Cabover in the amount of \$387,649.73, from Nextran Truck Centers, utilizing the Florida Sheriffs Association Contract Number FSA25-VEH23.0, Heavy Trucks and Buses; and

Whereas, \$600,000 was budgeted for two truck purchases in the Sanitation Services Fund, Account 480-2041-534.64-12.

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

1. The purchase of a 2026 Mac Terra Pro Cabover in the amount of \$387,649.73 utilizing the Florida Sheriffs Association Contract Number FSA25-VEH23.0, Heavy Trucks and Buses, is approved.
2. Payment for this purchase to be paid from Account 480-2041-534.64-12, is approved.
3. This Resolution shall become effective immediately upon adoption.

Passed and adopted by the City Council of the City of Temple Terrace, Florida, this 21 day of October 2025.

(Corporate Seal)



X

Andrew Ross, Mayor
Chair of the City Council

Attest:

X

Lynda Sader
City Clerk

Item Cover Page

City Council Item Report

Date: October 21, 2025

From: Chris Mills, Deputy Police Chief

Item Type: Resolution - Agreement/Contract

Subject: Resolution Approving Extending the Interlocal Agreement with Safe and Sound Hillsborough

Presenter: Robert Staley, Police Chief

Recommendation:

It is recommended that City Council adopt a resolution approving the extension of the interlocal agreement with Safe and Sound Hillsborough.

Discussion:

An update to the Safe & Sound Hillsborough Interlocal Agreement has been proposed to reaffirm and formalize the City's ongoing commitment to the Collaborative's mission. The update outlines the City's continued participation in the Leadership Council, the provision of direct financial support totaling \$5,274 over the next three (3) years, and annual in-kind contributions such as communications, outreach, printing, and additional staff time for meeting coordination and grant writing. This amendment ensures sustained engagement and resource support for the implementation of the Collaborative's strategic plan to reduce violence through a public health approach.

Resolution/Ordinance Information:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING EXTENDING THE INTERLOCAL AGREEMENT BETWEEN SAFE AND SOUND HILLSBOROUGH COLLABORATIVE AND THE CITY OF TEMPLE TERRACE FROM OCTOBER 1, 2025 UNTIL SEPTEMBER 30, 2028, AUTHORIZING THE EXPENDITURE OF \$5,274 OVER THE NEXT THREE (3) YEARS, AND PROVIDING IN-KIND SUPPORT AS DELINEATED IN THE INTERLOCAL AGREEMENT; PAYMENT TO BE PROVIDED WITH FUNDS FROM ACCOUNT 001-1021-511.54-11; PROVIDING AN EFFECTIVE DATE

Appropriation Code:

Requirements:

Resolution

Cost:

\$5,274 over a (3) year period

Attachments:

1. Resolution
2. 2025 Interlocal Agreement

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING EXTENDING THE INTERLOCAL AGREEMENT BETWEEN SAFE AND SOUND HILLSBOROUGH COLLABORATIVE AND THE CITY OF TEMPLE TERRACE FROM OCTOBER 1, 2025 UNTIL SEPTEMBER 30, 2028, AUTHORIZING THE EXPENDITURE OF \$5,274 OVER THE NEXT THREE (3) YEARS, AND PROVIDING IN-KIND SUPPORT AS DELINEATED IN THE INTERLOCAL AGREEMENT; PAYMENT TO BE PROVIDED WITH FUNDS FROM ACCOUNT 001-1021-511.54-11; PROVIDING AN EFFECTIVE DATE.

Whereas, the City of Temple Terrace has actively participated in the Safe and Sound Hillsborough Collaborative since its inception in 2014; and

Whereas, the City has agreed to continue supporting the goals and objectives of the Collaborative by maintaining active participation in the leadership council, providing direct financial support totaling \$5,274 over the course of the next three (3) years, providing in-kind contributions of Communicative/Outreach/Printing, attending additional hours of meetings, and data coordination to assist in grant writing initiatives per fiscal year over the course of the same three (3) year period.

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

1. The Interlocal Agreement between Safe and Sound Hillsborough Collaborative and the City of Temple Terrace, authorizing the expenditure of \$5,274 over the next three (3) years and will providing in-kind support as delineated in the Interlocal Agreement is approved.
2. Payment to be provided with funds from Account 001-1021-511.54-11.

Passed and Adopted by the City Council of the City of Temple Terrace, Florida, this 21st day of October, 2025.

(Corporate Seal)



X

Andrew Ross, Mayor
Chair of the City Council

Attest:

X

Lynda Sader
City Clerk

**SAFE & SOUND HILLSBOROUGH
INTERLOCAL AGREEMENT**

THIS SAFE & SOUND HILLSBOROUGH INTERLOCAL AGREEMENT (“AGREEMENT”), is by and between the Parties referenced below, and is effective upon the approval of all Parties.

WITNESSETH:

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, authorizes governmental units to cooperate and make the most effective use of their powers and resources;

WHEREAS, the following agencies will participate in this AGREEMENT:

City of Plant City;
City of Tampa;
City of Temple Terrace;
Hillsborough County;
Hillsborough County Public Defender;
Hillsborough County School Board;
Hillsborough County Sheriff’s Office;
Office of the State Attorney for the Thirteenth Judicial Circuit of Florida;
Thirteenth Judicial Circuit Court of Hillsborough County; and
Children's Board of Hillsborough County

Hereinafter referred to as “PARTIES;”

WHEREAS, the purpose of Safe & Sound Hillsborough, is to implement the strategic plan developed by it to reduce violent crime through a public health approach grounded in science;

WHEREAS, the PARTIES would like to continue their financial and other commitments to Safe & Sound Hillsborough;

WHEREAS, the PARTIES find it appropriate to address the development of a budget that provides sustainable funding; and secures financial and in-kind commitments from the PARTIES over the 3-year extension of the initial pilot project;

WHEREAS, the PARTIES find it appropriate to address the contracting of Contractor staff positions;

WHEREAS, the PARTIES find it appropriate to address the identification of community partners to take responsibility for aspects of the strategic plan

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the PARTIES hereto agree as follows:

Section 1. Term of the Agreement.

This Agreement shall be effective October 1, 2025, or upon execution by all PARTIES, whichever is later, and shall expire on September 30, 2028 (the "Term"), unless sooner terminated in accordance with this Agreement.

Section 2. Commitments of the Parties.

The financial and in-kind commitments of each PARTY to Safe & Sound Hillsborough during each fiscal year of the term of the Agreement are specified in Attachment 1, which includes the a contact person from each PARTY who will serve as the point of contact on questions regarding the financial and in-kind commitments, and whose responsibility will include taking all actions necessary for the PARTY to meet its financial and in-kind commitments and serve as the PARTY's point of contact on any questions regarding Safe & Sound Hillsborough. Without having to modify the AGREEMENT, the PARTIES may change their point of contact or representatives, upon notifying the other PARTIES.

Section 3. Payment of Financial Commitments.

The financial commitments of each PARTY for each fiscal year shall be made payable to the Safe & Sound Hillsborough fiscal agent by October 1, of the fiscal year for which payment is made. With regard to the State Attorney's Office and the Public Defender's Office, financial commitments will be deducted from funds returned to the County by each office near the end of each fiscal year and paid to Safe & Sound Hillsborough by the County on behalf of the aforementioned agencies.

Section 4. Accounting of Financial Commitments.

Safe & Sound Hillsborough will contract with a fiscal agent that will receive and disburse funds from the PARTIES. The fiscal agent must be approved by the Safe & Sound Hillsborough Leadership Council. The fiscal agent will maintain an accounting of Safe & Sound Hillsborough funding.

Section 5. Safe & Sound Hillsborough - Contractor Staff

The PARTIES agree to allow Safe & Sound Hillsborough to contract with, as necessary, qualified individuals or firms to serve as Safe & Sound Hillsborough's Executive Director, Outreach Manager(s), Administrative Assistant, and/or other positions, as deemed appropriate by the Safe & Sound Hillsborough Leadership Council. The contracts for such positions will be managed by the fiscal agent with direction by the Safe & Sound Hillsborough Leadership Council. The Leadership Council will oversee the recruitment, selection, hiring, and supervision of an Executive Director. The selection, compensation, and other terms of engagement of all positions will be made with the advice of the Safe & Sound Hillsborough Leadership Council. The Executive Director's primary job responsibility will be to meet all staff, executive, and administrative expectations of the Leadership Council. To facilitate payments for such services, the PARTIES authorize the fiscal agent to pay such individuals or firms directly from the Safe & Sound Hillsborough budget as approved and adopted by the Leadership Council.

Section 6. Website Links.

Each PARTY that has a website will include a link to the Safe & Sound Hillsborough website URL on its homepage, presently: <http://safeandsoundhillsborough.org/>.

Section 7. Donations.

Safe & Sound Hillsborough, through the fiscal agent and PARTIES to this agreement, may solicit and accept donations of financial and in-kind contributions from persons or legal entities not a party to this AGREEMENT. All such financial donations will be relayed to the Leadership Council, approved in accordance with Safe & Sound Hillsborough operating policies, and added to the Safe & Sound Hillsborough budget.

Section 8. Expenses of Collaborative.

The Leadership Council will adopt a budget for Safe & Sound Hillsborough annually. Expenses will be in accordance with the approved budget, and no expense item may exceed the adopted budget in any fiscal year. Expenses of Safe & Sound Hillsborough may be incurred by a PARTY with authorization to incur expenses, the Executive Director, or other contract staff. Regardless of who will incur the expense, all expenses that will exceed the budgeted amount require the prior written approval of the Leadership Council Finance Committee. All releases of funds to cover incurred expenses other than staff expenses, will require written approval of the Finance Committee. Written approvals may be in the form of an e-mail.

Section 9. Meetings Open to the Public.

Meetings of the Safe & Sound Hillsborough Leadership Council, Committees, and Community Meetings held to encourage dialog with citizens will be held in conformance with Sunshine Law requirements.

Section 10. Governing Laws.

This AGREEMENT shall be governed by the laws, rules, and regulations of the State of Florida, and venue shall be in Hillsborough County, Florida.

Section 11. Headings.

Article headings have been included in this AGREEMENT solely for the purpose of convenience and shall not affect the interpretation of any of the terms of the AGREEMENT.

Section 12. Waiver.

A waiver of any performance or default by any party shall not be construed to be a continuing waiver of other defaults or non-performance of the same provision or operate as a waiver of any subsequent default or non-performance of any of the terms, covenants, and conditions of this AGREEMENT. The payment or acceptance of financial or in-kind commitments for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

Section 13. Multiple Execution Pages.

This AGREEMENT may be executed in one or more counterparts by the PARTIES, which, when taken together, shall constitute one instrument and such execution shall be equally sufficient and effective as if made upon a single original of this instrument.

Section 14. Additional Rights and Remedies.

Nothing contained herein shall be construed as a limitation on such other rights and remedies available to the parties under law or in equity which may now or in the future be applicable.

Section 15. Order of Precedence.

In the event of any conflict between the provisions of this AGREEMENT and the exhibits, the provisions of the AGREEMENT shall control over the provisions of the exhibits.

Section 16. Severability.

In the event any section, sentence, clause, or provision of this AGREEMENT is held to be invalid, illegal or unenforceable by a court having jurisdiction over the matter, the remainder of the AGREEMENT shall not be affected by such determination and shall remain in full force and effect.

Section 17. Survivability.

Any term, condition, covenant, or obligation which requires performance by any PARTY subsequent to termination of this AGREEMENT shall remain enforceable against such PARTY subsequent to such termination.

Section 18. Third Party Beneficiaries/Independent Contractor.

This Agreement is for the benefit of the PARTIES. No third party is an intended beneficiary so as to entitle that person to sue for an alleged breach of this AGREEMENT.

Section 19. Modifications.

This writing embodies the entire agreement and understanding between the PARTIES hereto and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby. This AGREEMENT may only be amended or extended by a written instrument executed by the PARTIES expressly for that purpose.

Section 20. Termination of Agreement.

In addition to the exercise of any other remedies available to it at law or in equity, any PARTY may terminate their participation in this Agreement for the non-performance of another PARTY, upon no less than twenty-four (24) hours written notice to the PARTIES. A PARTY may also terminate their participation in this Agreement without cause upon thirty (30) days prior written notice to the PARTIES.

Section 21. Notice.

Any notices required or permitted to be given hereunder shall be sent by United States certified mail, return receipt requested, or by overnight delivery service or personal delivery with signature verification, to the attention of the following representatives of the PARTIES:

Mayor
City of Plant City
302 W. Reynolds Street
Plant City, FL 33563

Mayor
City of Tampa
Tampa Municipal Office Building
306 East Jackson Street
Tampa, FL 33602

Mayor
City of Temple Terrace
11250 N 56th Street
Temple Terrace, FL 33617

Commission Chair
Hillsborough County Board of County Commissioners
County Center - 2nd Floor
601 E. Kennedy Boulevard
Tampa, FL 33602

Public Defender
Office of the Public Defender, Thirteenth Judicial Circuit
700 E. Twiggs Street
Tampa, FL 33602

School Board Chair or Superintendent
Hillsborough County School Board
901 East Kennedy Boulevard
Tampa, FL 33602

Sheriff
Hillsborough County Sheriff's Office
2008 E. 8th Avenue
Tampa, FL 33605

State Attorney
Office of the State Attorney, Thirteenth Judicial Circuit
419 N. Pierce Street
Tampa, FL 33602

Court Administrator
Thirteenth Judicial Circuit Court
George Edgecomb Courthouse
800 E. Twiggs Street, #604
Tampa, FL 33602

Executive Director
Children's Board of Hillsborough County
1002 E. Palm Avenue
Tampa, FL 33605

Section 22. Notice of Delivery.

Any notice sent in accordance with this Section shall be deemed given two days after deposit in the U.S. Mail, if sent certified mail, or upon receipt, if sent by overnight delivery service or personal delivery. The act of refusal by a PARTY of delivery of a notice sent in accordance with this Section shall be deemed acceptance of such notice by such PARTY.

Section 23. Fiscal Non-Funding Clause.

This AGREEMENT is subject to funding availability. In the event sufficient budget funds to fund this AGREEMENT become reduced or unavailable, a PARTY shall notify the PARTIES of such occurrence, and the PARTY may terminate their participation in this AGREEMENT, without penalty or expense to said PARTY, upon no less than five (5) business days written notice to the PARTIES. If this AGREEMENT is funded in whole or in part by federal or state dollars which are reduced or become unavailable, the PARTY shall notify the PARTIES of such occurrence and the PARTY may terminate their participation in this AGREEMENT, without penalty or expense to the PARTY, upon no less than five (5) business days written notice to the PARTIES.

Section 24. Equal Opportunity Clause.

The PARTIES agree to comply with the requirements of all applicable Federal, State, and County laws, Executive Orders, regulations, rules, and ordinances prohibiting and/or relating to discrimination, including, but not limited to, Hillsborough County, Florida Code of Ordinances and Laws, Part A, Chapter 30, Article II (Hillsborough County Human Rights Ordinance) as amended, prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices.

Section 25. Filing of Interlocal Agreement.

Pursuant to Section 163.01(11), Florida Statutes, this AGREEMENT and any subsequent amendments shall be filed with the Clerk of the Circuit Court of Hillsborough County.

SIGNATURE PAGE AND EXHIBITS TO FOLLOW

IN WITNESS WHEREOF, the duly authorized officials of the PARTIES have entered into this AGREEMENT as of the date the AGREEMENT has been approved by all PARTIES, as evidenced by the signature of all duly authorized officials.

ATTEST: VICTOR CRIST
Clerk of Circuit Court

COUNTY: HILLSBOROUGH COUNTY,
FLORIDA

BY: _____

Deputy Clerk

BY: _____

Ken Hagan, Chair
Board of County Commissioners

Date: _____

APPROVED BY COUNTY ATTORNEY
As to Form and Legal Sufficiency

BY: _____

Assistant County Attorney

EXECUTION PAGE OF CITY OF PLANT CITY
FOR SAFE & SOUND HILLSBOROUGH INTERLOCAL AGREEMENT

ATTEST (SEAL)

CITY OF PLANT CITY

BY: _____

BY: _____
Nathan Kilton
Mayor

Date: _____

Approved as to form and correctness

City Attorney

EXECUTION PAGE OF CITY OF TAMPA
FOR SAFE & SOUND HILLSBOROUGH INTERLOCAL AGREEMENT

ATTEST (SEAL)

CITY OF TAMPA

By: _____

By: _____
Jane Castor
Mayor

Date: _____

EXECUTION PAGE OF CITY OF TEMPLE TERRACE
FOR SAFE & SOUND HILLSBOROUGH INTERLOCAL AGREEMENT

ATTEST (SEAL)

CITY OF TEMPLE TERRACE

By: _____

By: _____
Andy Ross
Mayor

Date: _____

EXECUTION PAGE OF HILLSBOROUGH COUNTY
FOR SAFE & SOUND HILLSBOROUGH INTERLOCAL AGREEMENT

COUNTY: HILLSBOROUGH COUNTY, FLORIDA

BY: _____
Ken Hagan, Chair
Board of County Commissioners

Date: _____

APPROVED BY COUNTY ATTORNEY
As to Form and Legal Sufficiency

BY: _____
Assistant County Attorney

EXECUTION PAGE OF OFFICE OF THE PUBLIC DEFENDER, THIRTEENTH JUDICIAL CIRCUIT
FOR SAFE & SOUND HILLSBOROUGH INTERLOCAL AGREEMENT

OFFICE OF THE PUBLIC DEFENDER
THIRTEENTH JUDICIAL CIRCUIT OF FLORIDA

By: _____
Lisa McLean
Public Defender

Date: _____

EXECUTION PAGE OF HILLSBOROUGH COUNTY SCHOOL BOARD
FOR SAFE & SOUND HILLSBOROUGH INTERLOCAL AGREEMENT

SCHOOL BOARD OF HILLSBOROUGH COUNTY, FLORIDA

By: _____
Jessica Vaughn
School Board Chair

Date: _____

By: _____
Van Ayres
Superintendent

Date: _____

ATTEST (SEAL)

By: _____
Clerk

EXECUTION PAGE OF HILLSBOROUGH COUNTY SHERIFF'S OFFICE
FOR SAFE & SOUND HILLSBOROUGH INTERLOCAL AGREEMENT

HILLSBOROUGH COUNTY SHERIFF'S OFFICE

By: _____
Chad Chronister
Sheriff

Date: _____

EXECUTION PAGE OF OFFICE OF THE STATE ATTORNEY, THIRTEENTH JUDICIAL CIRCUIT
FOR SAFE & SOUND HILLSBOROUGH INTERLOCAL AGREEMENT

OFFICE OF THE STATE ATTORNEY
THIRTEENTH JUDICIAL CIRCUIT OF FLORIDA

By: _____
Susan Lopez
State Attorney

Date: _____

EXECUTION PAGE OF THIRTEENTH JUDICIAL CIRCUIT COURT
FOR SAFE & SOUND HILLSBOROUGH INTERLOCAL AGREEMENT

THIRTEENTH JUDICIAL CIRCUIT COURT
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Gina Justice
Court Administrator

Date: _____

EXECUTION PAGE OF CHILDREN'S BOARD OF HILLSBOROUGH COUNTY
FOR SAFE & SOUND HILLSBOROUGH INTERLOCAL AGREEMENT

THE CHILDREN'S BOARD OF HILLSBOROUGH COUNTY

BY: _____
Rebecca Bacon
Executive Director

Date: _____

ATTACHMENT 1

The PARTIES' Commitments to Safe & Sound Hillsborough

CITY OF PLANT CITY:

Financial Commitment:

FY 2026	FY 2027	FY 2028	3 Year Total
\$4,512.00	\$4,512.00	\$4,512.00	\$13,536.00

Contact Person: Mayor or designee

CITY OF TAMPA:

Financial Commitment:

FY 2026	FY 2027	FY 2028	3 Year Total
\$42,988	\$42,988	\$42,988	\$128,964.00

In-Kind Commitment:

- 1) Provide up to 48 hours of primary grant writing assistance per fiscal year. The estimated value of said services is \$31.25/hr. or \$1,500/year. Will designate an appropriately qualified employee to serve on the Grant Writing Committee; contact information to be provided to Safe & Sound Hillsborough Executive Director.
- 2) Provide paper, materials, and printing services. The estimated value of said services is \$1,250/year.

Contact Person: Mayor or designee

CITY OF TEMPLE TERRACE:

Financial Commitment:

FY 2026	FY 2027	FY 2028	3 Year Total
\$1,758.00	\$1,758.00	\$1,758.00	\$5,274.00

In-Kind Commitment:

- 1) Provide up to 60 hours of Communications/Outreach/Printing per fiscal year. The estimated value of said services is \$25/hr. or \$1,500/year. Contact information for communications/outreach/printing services to be provided to Safe & Sound Hillsborough Executive Director.

- 2) Provide up to 48 hours of meeting and data coordination to assist Safe and Sound Hillsborough's grant writing initiatives per fiscal year. The estimated value of said services is \$31.25/hr. or \$1,500/year. Will designate an appropriately qualified employee to assist and provide contact information to Safe & Sound Hillsborough Executive Director.

Contact Person: Mayor or designee

HILLSBOROUGH COUNTY:

Financial Commitment:

FY 2026	FY 2027	FY 2028	3 Year Total
\$300,000	Contingent on BOCC Funding	Contingent on BOCC Funding	Contingent on BOCC Funding

In-Kind Commitment:

Receive financial commitments from the Office of the State Attorney and the Office of the Public Defender that will be deducted from funds returned to Hillsborough County near the end of each fiscal year and forward those funds to Safe and Sound Hillsborough for inclusion in its annual budget.

Contact Person: A Commissioner or the County's Operations and Legislative Affairs Officer

OFFICE OF THE PUBLIC DEFENDER, THIRTEENTH CIRCUIT

Financial Commitment:

FY 2026	FY 2027	FY 2028	3 Year Total
\$12,320.00	\$12,320.00	\$12,320.00	\$36,960.00

Contact Person: Public Defender or designee

HILLSBOROUGH COUNTY SCHOOL BOARD:

Financial Commitment:

FY 2026	FY 2027	FY 2028	3 Year Total
\$5,000.00	\$5,000.00	\$5,000.00	\$15,000.00

Contact Person: Superintendent or designee

HILLSBOROUGH COUNTY SHERIFF'S OFFICE:

Financial Commitment:

FY 2026	FY 2027	FY 2028	3 Year Total
\$5,000.00	\$5,000.00	\$5,000.00	\$15,000.00

Contact Person: Sheriff or designee

OFFICE OF THE STATE ATTORNEY, THIRTEENTH JUDICIAL CIRCUIT:

Financial Commitment:

FY 2026	FY 2027	FY 2028	3 Year Total
\$11,732.00	\$11,732.00	\$11,732.00	\$35,196.00

Contact Person: State Attorney or designee

THIRTEENTH JUDICIAL CIRCUIT COURT:

Financial Commitment:

FY 2026	FY 2027	FY 2028	3 Year Total
\$4,750.00	\$4,750.00	\$4,750.00	\$14,250.00

Contact Person: Chief Judge or Court Administrator

CHILDREN'S BOARD OF HILLSBOROUGH COUNTY

In-Kind Commitment:

- 1) Provide space for meetings related to Safe & Sound Hillsborough, including logistics and staff for meeting setups based on availability through reservation
- 2) Mental Health First Aid trainer and training support – in kind estimated \$9,100

Contact Person: Children's Board Executive Director or designee

Item Cover Page

City Council Item Report

Date: October 21, 2025
From: Judy Nicklin, Executive Assistant
Item Type: Resolution
Subject: Resolution Approving the Purchase of a Mini Excavator
Presenter: Jason Warrenfeltz, Public Works Director

Recommendation:

Staff recommends City Council adopt a resolution approving the purchase of a mini excavator in the amount of \$37,862.29 from Great Southern Equipment (GSE), utilizing Sourcewell Contract 011723 HTI.

Discussion:

Public Works is seeking to purchase a mini excavator from Great Southern Equipment, utilizing Sourcewell Contract 011723 HTI. The mini excavator will mainly be utilized by the Water Distribution division of the Public Works Department. GSE has applied a trade-in credit amounting to \$6,500 against the initial purchase price. The mini excavator being traded in had sustained prior damage, and the expense of repairing this damage is similar to the cost of acquiring a new mini excavator. Funding for this purchase will come from Account 410-1922-533.64-99 through the Water and Sewer Utilities Fund Reserves and was not included in the 2025 budget.

Resolution/Ordinance Information:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING THE PURCHASE OF A MINI EXCAVATOR FROM GREAT SOUTHERN EQUIPMENT (GSE), UTILIZING SOURCEWELL CONTRACT 011723 HTI, IN THE AMOUNT OF \$37,862.29; APPROVING PAYMENT FROM THE WATER AND SEWER UTILITIES FUND RESERVES; PROVIDING AN EFFECTIVE DATE.

Appropriation Code:

410-1915-533.64-12

Requirements:

Resolution

Cost:

\$37,862.29

Attachments:

1. Resolution
2. Sourcewell Quote
3. Hitachi_20Contract_20011723

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING THE PURCHASE OF A MINI EXCAVATOR FROM GREAT SOUTHERN EQUIPMENT (GSE), UTILIZING SOURCEWELL CONTRACT 011723 HTI, IN THE AMOUNT OF \$37,862.29; APPROVING PAYMENT FROM THE WATER AND SEWER UTILITIES FUND RESERVES; PROVIDING AN EFFECTIVE DATE.

Whereas, the City's Public Works Department seeks to purchase a mini excavator that will be utilized by the City's Public Works Department; and

Whereas, the mini excavator will be primarily used by the Public Works Department Utilities Division; and

Whereas, the City's Public Works Department is seeking to purchase a mini excavator for the amount of \$37,862.29 from Great South Equipment (GSE), utilizing the Sourcewell Contract 011723 HTI; and

Whereas, funding for this purchase will come from Account 410-1922-533.64-99 through the Water and Sewer Utilities Fund Reserves.

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

1. The purchase of a mini excavator for the amount of \$37,862.29 utilizing the Sourcewell Contract 011723 HTI, is approved.
2. Payment for this purchase from the Water and Sewer Utilities Fund Reserves Account 410-1922-533.64-99 is approved.
3. This Resolution shall become effective immediately upon adoption.

Passed and adopted by the City Council of the City of Temple Terrace, Florida, this 21st day of October 2025.

(Corporate Seal)



X

Andrew Ross, Mayor
Chair of the City Council

Attest:

X

Lynda Sader
City Clerk

**TAMPA**

1023 S. 50th Street
Tampa, FL 33619
813-248-4971

FT. MYERS

4555 Laredo Avenue
Ft. Meyers, FL 33905
239-334-6063

POMPANO BEACH

2480 NW 16th Street
Pompano Beach, FL 33069
954-327-8808

ORLANDO

1301 Central Florida Pkwy.
Orlando, FL 32837
407-859-9160

JACKSONVILLE

14790 Old St. Augustine Rd.
Jacksonville, FL 32258
904-268-4400

TALLAHASSEE

31805 Blue Star Hwy.
Midway, FL 32343
850-574-0892

OCALA

31805 Blue Star Hwy,
Midway, FL 32343
850-574-0892

CONSTRUCTION - MATERIAL HANDLING - INDUSTRIAL MACHINERY AND SUPPLIES
www.gsequipment.net

City of Temple Terrace
11250 56th St.
Temple Terrace, FL 33617
Attn: Eddie Davis
Sourcewell Acct # 21162

July 29, 2025

Great Southern Equipment is pleased to present to you the following Sourcewell Contract quote:

New Hitachi Model ZX35USB-5N Excavator [ID#19414, S/N HCMADG60J00304167]

- Operating Weight Approx. 7,959 lbs.
- Open ROPS Canopy
- 23.7 HP Yanmar Engine
- 8' 1 Boom, 4'4" Arm
- 12" Rubber Tracks
- Auxiliary Hydraulics
- Dozer Blade, 5' 9" Wide
- 2 Yr./ 2,000 Hr. Full Machine Warranty

Hitachi Manufacturer - ZX50USB-5N - ID#19414 - 2024 Base Machine List Price (Inc Coupler)	\$45,849.00
Municipal Discount (-19%) - based on Hitachi Sourcewell Contract #011723-HTI	-\$8,711.31
Sourcewell Sale Price (FOB Port of Entry)	\$37,137.69
Factory Delivered Freight	\$440.00
PDI	\$963.00
Service Fee	\$385.00
Freight to Municipal Agency	\$575.00
18" Bucket Wedge Coupler	\$942.00
Thumb, 2-Tine Main Pin-on	\$3,000.60
Installation for Thumb	\$919.00
Sourcewell Contract Price:	\$44,362.29
Trade-In: Hitachi ZX35 w/ Damaged Canopy (S/N HCMADG0C00271617), Trade Allowance:	(\$6,500.00)
Final Sourcewell Contract Price:	\$37,862.29

Subject to Availability Or Prior Sale

Quote Valid for 60 Days

Thank you for considering Great Southern Equipment. If you have any questions, please do not hesitate to call.

Best Regards,

Scott Snyder
Territory Sales Manager
813-450-4869



Solicitation Number: 011723

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Hitachi Construction Machinery America's Inc., 60 Amlajack Boulevard, Newnan, GA 30265 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Heavy Construction Equipment with Related Attachments and Technology from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 14, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcwell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcwell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcwell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

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

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

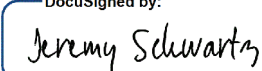
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

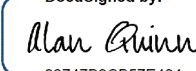
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Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Hitachi Construction Machinery
America's Inc.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 4/4/2023 | 2:23 PM CDT

DocuSigned by:

By: 93747B3CB57E494...
Alan Quinn
Title: CEO
Date: 4/5/2023 | 12:30 PM PDT

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 4/5/2023 | 2:32 PM CDT

RFP 011723 - Heavy Construction Equipment with Related Attachments and Technology

Vendor Details

Company Name: Hitachi Construction Machinery America's Inc.
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Newnan, Georgia 30265
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Submission Details

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Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Hitachi Construction Machinery Americas Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	We currently do not hold a CAGE or Unique Entity Identifier.	*
5	Proposer Physical Address:	60 Amlajack Boulevard Newnan, Georgia 30265	*
6	Proposer website address (or addresses):	https://www.hitachicm.us/	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Name: Alan Quinn Title: CEO Address: 60 Amlajack Boulevard Newnan, GA, 30265 Email: aquinn@hitachicm.us TEL: 470-368-1988	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Eric Winkler, Regional Business Manager, ewinkler@hitachicm.us , 470-215-5922	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Kyle Fuglesten, Sr. Director Used Equipment, kfuglesten@hitachicm.us , 678-675-2521	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Hitachi Construction Machinery Co., Ltd. (HCM) has always been at the forefront of innovation in the construction industry. Established in Japan in 1970, it released the world's first fully hydraulic crawler crane, the KH150, a year later. Its origins date back to 1949, however, and the introduction of the Hitachi U05, Japan's first mechanical excavator. These firsts have continued over the decades, with HCM's expanding product line encompassing compact, construction, and ultra-large size excavators, wheel loaders, and crawler cranes. track carriers, compaction equipment, Mining Trucks and Shovels, as well as Subsidiaries, sales companies, and joint ventures for production have expanded the company's international presence. Today, HCM is a global full-line supplier of construction equipment and the third-largest construction machinery manufacturer in the world. Since its founding, HCM has retained the culture of customer interest first and supporting products after sales. The company's mission "to be a reliable partner" is reflected in its focus on customer needs and the Hitachi brand values associated with innovation and technology.	*

11	What are your company's expectations in the event of an award?	Hitachi is focused on providing the best equipment solutions for our customers. One of the primary customer groups we focus on is governmental and municipal accounts. Many of our dealers already have extraordinarily strong relationships with this customer segment. If awarded a Sourcewell contract, we could offer additional value to our dealers and their existing municipal customers and build new relationships with additional Sourcewell members as we grow our business together.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Hitachi Construction Machinery (hereafter "HCM") is a construction and mining machinery manufacturer with the world's third largest sales scale and listed company in Japanese stock market. HCM has received "a-1" debit ratings from Rating and Investment Information, Inc. which is a Japanese major credit rating agency. HCM is growing year to year and had 7.7 billion USD revenue, 49.8% of the Equity ratio and 20.6% of ROE in FY2022 and is committed to capital efficiency and cash flow management. For additional details of HCM financials, please refer to our public website. Annual Securities Report - Hitachi Construction Machinery (hitachicm.com) We, HCMA, are one of the subsidiaries of HCM and focus on the Americas market. Before March 2022, HCMA supplied limited products to the North America market due to the joint venture agreement in the Americas market. However, HCM has terminated the three-decade-long joint venture relationship with U.S.-based Deere & Co. and HCMA has started providing all the products and services independently since March 2022. HCM group aims to get a revenue of 2.2 billion USD or more from the Americas market in FY2025.	*
13	What is your US market share for the solutions that you are proposing?	Market share information beyond what is made publicly available through our annual report is considered confidential. However, Hitachi is one of the biggest worldwide excavators, wheel loader, and dump truck manufacturers and has been receiving good reviews in the US market. Growing rapidly since Hitachi separated from John Deere./ Many of our dealers have 25% or higher market share on Hitachi products within their assigned area of responsibility.	*
14	What is your Canadian market share for the solutions that you are proposing?	Market share information beyond what is made publicly available through our annual report is considered confidential. However, Hitachi is one of the biggest worldwide excavators, wheel loader, and dump truck manufacturers and have been receiving complimentary review in the Canadian market.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Hitachi Construction Machinery has never filed for bankruptcy.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Hitachi Construction Machinery Co., Ltd (HCM) is one of the largest construction machinery manufacturers in the world. Based in Japan, the company has production plants in Asia and Europe and employs more than 24,000 people worldwide. Hitachi Construction Machinery Americas Inc. (HCMA) is a 100% subsidiary of HCM, and HCMA distributes HCM products to the North American market through a vast and capable dealer network. Our dealers are reliable, independent companies, and there are more than 240 locations for sales and after-sales support across North America. HCMA and each dealer have signed a sales and service agreement. HCMA sells HCM-manufactured products to our dealers. The dealers then sell those products to end users. HCMA does not sell directly to state and local governments. Though we will sign this contract as a manufacturer, our dealers will be allowed to avail themselves of the opportunity presented by the contract. They will execute all the transactions with governmental customers as they do today. This includes but is not limited to consultation, quoting, accepting payment, delivery, warranty support, parts sales, and service. This is no different than sales occurring out of the terms of this agreement.	*

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	To the best of our knowledge, we are unaware of the specific licenses or certifications required in pursuit of the business contemplated by this RFP.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Hitachi Construction Machinery Co., Ltd. and Hitachi Construction Machinery Americas Inc. have not been suspended or disbarred in the past ten years	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	2022 Good design award 2022 (By Japan Institute of Design Promotion) 9 models of ZX-7 series excavators (ZX120, 135US, 200, 225US, 225 USR, 330, 135USX, 200X, 330X) Construction Equipment Top 100 new products (By US Construction Equipment Magazine) 2022: ZX210LC-8 HP Excavator, ZX50U-5N 2021: EX2000-7 Mining Excavators 2020: ZW180-6 Wheel Loaders 2019: EX1200-7 Mining Excavators, ZW550-6 Wheel Loaders FY2021 Japan Construction Machinery and Construction Award (By Japan Construction Machinery Association) The Solution Linkage® Survey, a soil volume measurement service by smartphone video, was evaluated with construction technology. FY2020 Organization President's Award (By Japan Organization for Employment of the Elderly) Awarded for actively hiring many people with disabilities and for contributing to the promotion of employment of people with disabilities and the stability of their employment for many years. 2019 Japanese Society of Tribology Technology Award (By Japanese Society of Tribologists) Development of "ConSite® OIL" service solution which 24-hour monitors the hydraulic oil conditions under construction machinery operation, was recognized as an excellent technology.
20	What percentage of your sales are to the governmental sector in the past three years	We do not track the government and education sectors separately. In the past three years, the percentage of our sales to the governmental sector, including the education sector, has been between 3% and 6%. *
21	What percentage of your sales are to the education sector in the past three years	We do not track the government and education sectors separately. In the past three years, the percentage of our sales to the governmental sector, including the education sector, has been between 3% and 6%. *
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We do not hold any state, provincial, or cooperative purchasing contracts. Our dealers typically would hold most local contracts *
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We do not hold any GSA contract or SOSA. *

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Riverhead HWY	Mike Zaleski	631-566-1461	*
Town of Islip	John Hllbrandt	631-960-6354	*
Hempstead DPW	Greg Calarossi	516-236-6312	*
Village of Massapequa Park	Al Cradock	516-798-0244	

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
GOVERNMENT OF NEWFOUNDLAND	Government	NL - Newfoundland and Labrador	Light Duty Maintenance	20 units	\$4,095,467.00	*
MAINE DEPARTMENT OF TRANSPORT	Government	Maine - ME	Highway /Street Construction	4 units	\$248,709.00	*
VILLE DE LEVIS	Government	QC - Quebec	Bldg/Commerical & Public	4 units	\$764,058	*
TOWN OF OYSTER BAY	Government	New York - NY	Landscaping	2 units	\$502,012	*
TOWN OF NORTH HEMPSTEAD DPW-HIGHWAY	Government	Maine - ME	Services/Land Improv	3 units	\$398,517	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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26	Sales force.	The Hitachi Construction Machinery dealer salesforce has grown exponentially over the last two years. As dealers' salespeople their main goal is to find solutions for their customers rather than just make a sale. This process of selling to a solution only happens when you become a trusted advisor of the customer. We do that by asking a lot of questions to understand and learn more about the customer, their business and what issues they need resolved. Our sales organizations go through product training throughout the year either face to face or online to make sure they are the most educated sales professionals in the industry. It is an extremely exciting opportunity to bring this process to Sourcewell customer for their needs. Many of our dealers have specific people at the dealership handling the government sales and have the knowledge required to walk each Sourcewell customer through the process. The Dealers are supported by HCMA team of people who are dedicated to the success of each person at the dealership. HCMA goal and purposes is to have a world class group of dealers that not only take care of the customer but exceed the customer expectation. In this post COVID world we need to be flexible in how we manage and build up our dealers. This is done in many ways, whether by visits, zoom calls, online training or dealer visiting HCMA corporate offices, we are in constant contact with our dealers. HCMA corporate offices are going through even more change right now. We are building a brand-new multimillion-dollar facility in Newnan GA. that will have state of the art training facilities for both sales and service. The new facility will house all construction and mining personnel excluding our sales and service field staff.	*
27	Dealer network or other distribution methods.	HCMA dealer network has gone through a major change in the last year. With the addition of excavators to our product lineup we now have added enough distribution to cover all areas of North America market now and we are continuing to grow. These added dealers have not only increased HCMA footprint in North America, but they are world class operations. Even though some of these added dealers are newer to HCMA they have been selling and servicing construction equipment for more than 50 plus years. They sell, rent and service our full line of HCMA equipment. The dealer Network are independently owned operations, and each have multiple locations many spanning over several states allowing them to work with municipalities throughout the state giving a consistent message and support. Our dealers know the importance of providing a consistent message and support through government sales channels. Government sales are an important part of their business, and we expect this segment of the business to grow every year. Working with Sourcewell customers directly allows us to understand exactly what the needs of the customer are and to match the best machine and experience for them.	*
28	Service force.	The HCMA team and our dealers service team are dedicated and meticulous. "If you can't do it right then don't do it at all" the saying goes. Our dealers service teams do the job right and take pride in their job. With almost 5,000 service techs, parts personnel, and support staff our dealers are professionally trained and are ready to take care of any need our customers have. Our HCMA support staff to our dealers have over 600 years of combined industry experience giving our dealer organization confidence that we will not only provide them with the best help but train them to provide the best customer experience. HCMA support staff and data systems allow the dealers to be in touch with our service professionals with the touch of a button or a quick phone call to help with any need. Included in our dealer service capabilities is our telematics CONSITE system. The system allows our dealers to help customers monitor and be prepared to handle regular maintenance or machine down issues that may arise. Utilizing CONSITE to monitor operational data, mechanical alarms, and other machine notifications. Our in-house CRT team relays pertinent information to the dealer and customer. The data we provide from CONSITE ensures the servicing technician is equipped with the proper parts and a detailed course of action, leading to quick and effective service.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	HCMA and our dealer network will make the process as simple to our Sourcewell customer as possible. Sourcewell customers can work directly with our dealers so we can provide consistent experience and they will have local expertise that is critical in building strong relationships and providing ongoing support to the members. Sourcewell members can work with the HCMA dealer network in many ways. Either by working closely to define the machine they want or by simply providing their Sourcewell member number to the PO so the dealer can order the machine. After the order is submitted to HCMA we will provide updates to our dealer on delivery time. Before the machine leaves the dealership, a pre-delivery inspection will be scheduled to ensure everything is working and correct before dropping the unit off. Dealer salesperson will go over the machine one more time with the Sourcewell member making sure we are providing the best experience possible.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	HCMA product line up is excavators, wheel loaders and mining equipment. With that said we are structured in such a way that allows us to provide a better level of customer service. This is our core job every day to take care of this product lineup. So, when it comes to taking care of an excavator or wheel loader you do not have to worry about if you are talking to a skid steer technician or a dozer technician you are talking to someone that can get the job done. HCMA works closely with our dealer network to provide the highest level of customer service to our dealers. We know it starts with our dealers because they are the ones that will need to provide our Sourcewell members with the highest level of customer service possible. Our sales and engineering teams assist in making sure the customer is receiving the correct machine for their application. Our in-house CRM helps dealers to communicate and resolve issues faster than ever before. With increased products, parts and attachment needs our dealers are in good shape to support all segments and especially government sales. HCMA parts department provides further after-sales support. We utilize both in-house representatives as well as a web-based interface, Customer Central, for efficient and accurate parts orders. Orders are placed using 3 different levels of priority- Machine Down, Express and Stock. Machine down orders ship at the highest priority, same day from our main warehouse location in Jackson, GA. If the parts are not available in the US, our central parts depot in Japan can send them direct our customer or to the US warehouse location. HCMA has multiple warehouse locations allowing us to stock fast-moving parts and slow moving. Providing our customers with even more confidence in supporting them.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	HCMA is excited for the opportunity to provide Sourcewell members with all our products and services where there is a servicing dealer. Lots of changes have happened in the last year and we believe the time is right to become an authorized supplier for Sourcewell members.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	HCMA is excited for the opportunity to provide Sourcewell members all our products and Canada. With one of the largest and strongest dealers in North America, Wayjax Equipment has been and will continue to be a great source of experience and support for all HCMA branded products.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	HCMA footprint has grown exponentially and is proud to serve all the US and Canadian markets. We have a few pockets of with in the US and Canadian market that we are still working to expand dealer locations, but our current network of dealers has state of the art service trucks and are financially strong and capable of serving a remote customer.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	HCMA and dealer organization are ready to serve all Sourcewell participating members and entities without restrictions.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We are proud to say we have no restrictions on sales or service to Sourcewell members.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	To be afforded the opportunity to Sourcewell members we would launch a Marketing campaign on day one. The following is a sample of what we will do. Announcement to dealer base Industry press release, with specific focus on government sales and service. Literature explaining the relationship and opportunity to our dealer channel Announcement along with scheduled follow up call outs on all social media platforms (Facebook, Instagram, LinkedIn, Twitter) Trade shows, dealer events and other dealer or customer gatherings that allow us to share with signs or literature. Focused conversation during quarterly business planning with dealers and Regional Business Managers. A dedicated Sourcewell module in our internal Marketing & Promotional Portal containing the above materials and describing how best to use the Sourcewell bid. The HCMA distribution network has several promotional programs available to utilize in the promotion of Sourcewell: Co-op Advertising Local Show and Association Conference co-op, Demo machine program Printed and digital marketing materials (direct mail, e-mail campaigns, digital and print ads)
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	HCMA and its dealers are familiar with having a strong online footprint to reach a growing and changing customer base. We use Facebook, LinkedIn, Instagram, and Twitter to reach as many people as we can. The ability to analyze and promote to specific customer groups and create lead generation is key to online success.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	HCMA believes Sourcewells process and member base are important to our industry, and we appreciate all marketing Sourcewell does on its own behalf. HCMA would utilize Sourcewell's existing promotional platforms. We would participate in the Sourcewell monthly e-blasts, creating a product landing page on the Sourcewell site, participating in the quarterly newsletter, Sourcewell social media platforms, and through supporting our own distribution network and their participation in APWA shows and association events.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	HCMA's products are all available to order through the HCMA Dealer Portal and our Global E-Service system. Currently access to these systems is only through our highly trained dealers. If/when we have something available to Sourcewell members directly, we will market it accordingly. Our dealers are our best resource to help the customer determine the best fit and solution for any machine or part that is needed. HCMA dealers fulfill our company tagline "Reliable Solutions," we believe that level of experience and knowledge is key to the success of our customers.

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	HCMA would be incredibly supportive of our distribution channel to provide any additional training a Sourcewell member might require. We feel that if the dealer is well trained that they will train our customers as well. Our dealers will focus on three key areas of the machine. Operation, Safety and Service of the machine. If a Sourcewell member requires additional more detailed training, there could be costs associated with it and that will be negotiated by the local dealer and Sourcewell member.

41	Describe any technological advances that your proposed products or services offer.	HCMA's wheel loaders and excavators are driven by unique technology, incorporating innovative features, state-of-the-art software, and advanced components. They are designed with several user-friendly features that ensure quick & easy maintenance and contribute to lower running costs. Specific examples of this include quiet cabs, standard rear-view cameras, multi-functional monitors, and telematics service through Global e-service and ConSite. Through telematics, our Consite program allows dealers and customers to view and track fuel efficiency, machine location and service alerts. These features apply to a single machine, or an entire fleet. Effective utilization of Consite services minimizes downtime, reduces running costs, and leads to higher resale values. Operator stations can be tilted up for ease of service performance for engine and control valve. HHH (HCMA unique hydraulic system) enables combined operations by adjusting the optimal flow rate for all actuators (motors, cylinders, and others). The operator can operate the unit freely given the reduced change in limit range caused by a lever stroke, even with heavy/light loads. Aftertreatment: DOC + SCR system; DPF is not required to meet emissions standards 7" LCD Monitor with 32 different language functions and 11 preset attachment settings	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	We place a high emphasis on building environmentally friendly machines. The features of our wheel loaders improve fuel efficiency, reduce noise levels, exhaust emissions and CO2 levels. All loaders in the US are equipped with Tier 4 Final engines, which average 6% fuel savings. Our engine design does not use DPF, which helps reduce fuel costs and emissions. We also use a selective catalytic reduction (SCR) system to reduce nitrous oxide from emissions. More than 90% of the parts on the larger models, ZW310-6 to ZW550-6, are recyclable. HCMA excavator mode setting provides an Eco Mode: same machine performance & efficiency with reduction in fuel consumption also, with auto Idle/auto shutdown: save fuel, reduce noise, lower exhaust emissions Consite Oil & Global E Service: help operate equipment more efficiently increasing fuel efficiency and less downtime	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	ISO 14001 certified – Tsuchiura, Rinko, Banshu, Ryugasak, & Tierra factories As of 2021, 84.6% of manufacturing facilities attained ISO 14001 certification Newly established Sustainability Promotion Group which is responsible for the integrated management and promotion of the environmental, social, and governance initiatives Hitachi is formulating an environmental strategy to achieve an environmental vision based on three key themes "Decarbonized Society, Resource Efficient Society, and Harmonized Society with Nature"	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Today we have one-woman dealer principal in the HCMA dealer channel who owns and operates Elliott and France serving in PA, DE, MD, and VA. As a global organization that understands the importance of diversity, we are proud of the overall diversity at HCMA. With the expansion of our product lineup and overall growth of the company we have seen many changes for the better. We see this as a strength, and we know the positive effect it will have on our global business in years to come.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	World class products with reliable solutions is the heartbeat of HCMA. We believe that our growing business will provide a better dealer and customer experience as we continue to grow in the industry. With innovative Trias III hydraulics in our machines allowing operators to gain more performance and efficiency than ever before, followed by a larger and strong distribution channel. No matter where you look or how you cut it HCMA is certainly disrupting industry standards and growing faster than ever before. Hitachi created a Support Chain after-sales program group to ensure optimum efficiency, minimum downtime, reduced running costs and high resale values. Programs such as Global e-Service and CONSITE utilize telematics for remote monitoring. The HCMA Owner's Site and CONSITE provide daily operational data to the assigned parties. Should there be an alarm or notification that indicates a warning, CONSITE relays this information to the Customer Resource Team located in HCMA headquarters of Newnan Georgia. The dealer is equipped with parts, a detailed course of action, and geo-location information to assure the technicians have everything they need to address the situation and solve the issue. HCMA also has used equipment for sale to provide our low-hour units that might fit a difficult but necessary budget for our customers. These machines are procured by HCMA, provided to our dealer channel for customer purchase.	*
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Yes. All machines sold by HCMA and authorized HCMA dealers receive a 4-year, 4,000-hour standard warranty on new machines. This warranty begins on the date the machine is delivered to an end user.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No, we do not impose usage restrictions or other limitations. However, we do investigate at times that machines are being used for their intended purposes and by design as listed in our warranty.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	HCMA has one of the best warranty coverage plans with 4-year, 4,000-hour warranty coverage plans and with that we cover the parts and labor with the dealers. Due to the extensive footprint of our dealers and we do not cover mileage during the warranty period.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Even though HCMA is covering more markets than ever before, if there was an area that a Sourcewell member had an issue. HCMA would not hesitate to get a technician there to perform the necessary warranty.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Even though HCMA is covering more markets than ever before, if there was an area that a Sourcewell member had an issue. HCMA would not hesitate to get a technician there to perform the necessary warranty.	*
51	What are your proposed exchange and return programs and policies?	HCMA and its dealer channel does not have an exchange program to considered. In some cases where a Sourcewell member has decided they purchased the wrong unit they may work with the servicing dealer and try to exchange the machine. This action is the complete privy of the local dealer.	*
52	Describe any service contract options for the items included in your proposal.	Service contracts are managed by the HCMA Dealer channel. Potentially but not limited to a service contract to be determined by the customer and dealer to support the needs of the customer or simple machine monitoring to inform customer time of maintenance. The main reason is to help the customer in areas that will allow them to manage their business production without focusing all their attention on machine care. Extended warranty is also offered by HCMA. Two types of extended warranty coverage – Extended Base Machine Coverage and Extended Powertrain with Hydraulics Coverage. These are offered at various time and hour increments, from 2 year, 3,000 hours to 6-year, 10,000 hours. All extended warranties receive a 2,000-hour maintenance kit to ensure proper maintenance is done on the machine. Full details on what each warranty covers are provided in the attached warranty brochure.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	HCMA Dealers are independently owned and operated businesses. Because they are independently owned and operated their terms may vary or can be negotiated with them directly. Most commonly Net terms are 30 days.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	HCMA captive finance company ZAXIS finance provides leasing and financing options. As a captive finance company for HCMA they work closely with HCMA dealers and work hard to help the customer with the best solution that fits their organization.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	HCMA Dealers are independently owned and operated. Transaction documents may vary from dealer to dealer. If we are awarded part of our communications to the dealers will be to streamline the process and paperwork can be one of those areas. We will come alongside the dealers and help them when and if it is needed.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	HCMA does not use P-card. Since our dealers will be accepting payments directly from Sourcewell members, our dealers could have different capabilities and offerings, however. The ability to accept this payment process would depend on the dealer.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Hitachi pricing will be based on a discount from the list price for both base machines, and any options or attachments. List price and all applicable discounts have been provided in attached files.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The pricing discounts taken from MSRP vary between will be 19% for all base machines as indicated in attached pricing files. The discount from MSRP for attachments and options is 19% on items listed in our price files.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	HCMA will not provide a volume discount directly to Sourcewell members. However, our dealers are empowered to offer discounts based on volume or any other market conditions they deem appropriate.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	HCMA and its dealers will provide open market or nonstandard items as requested. These products will be quoted to Sourcewell members at a fair market price that must be agreed to by Sourcewell members and the HCMA dealer in advance of purchase.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	HCMA pricing is for the base machine, attachments, and options only. Freight inbound and outbound to our dealer locations will be quoted in addition to the base machine price. Pre-delivery inspections, machine setup, assembly and/or customization, and special training may be additional charges to Sourcewell Members and will be quoted as requested by our dealers. Non-Factory supplied accessories and attachments - will be quoted on an as requested basis by dealers Taxes-any applicable taxes or license fees will be an additional cost to Sourcewell members.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight delivery and shipping expenses are not included in our pricing and will be in addition to listed prices. Freight, delivery, and shipping expenses will be charged by local HCMA dealers as appropriate to Sourcewell members and can be quoted in advance of Sourcewell members placing any orders. HCMA and our dealers will work to minimize freight expenses for Sourcewell members.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight to Alaska, Hawaii, Canada, or any offshore location will be handled the same as freight to anywhere else. Freight, delivery, and shipping expenses are not included in our pricing, and will be in addition to our listed prices. Freight, delivery, and shipping expenses will be charged by local HCMA dealers as appropriate to Sourcewell members. HCMA and our dealers will work to minimize freight expenses for Sourcewell members.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	HCMA ships to several ports in North America to minimize shipping costs to end-use customers. If any Sourcewell member has special requests HCMA will be happy to try and work with those requests. Our standard ports of call are as follows: Baltimore MD, Savannah GA, Galveston TX, Tacoma WA, Long Beach CA.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Entered in as separate sheet.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Each month, we receive retail data from our dealers. The dealer will have to provide the customer's information, including verification of Sourcewell status, with this retail data. We will use this monthly retail information to track each transaction to ensure that Sourcewell members are receiving the correct pricing and that any fees are properly being paid to Sourcewell.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	HCMA tracks monthly how we are doing by segment in the market. We breakdown each segment to determine where we are doing well and where we need to spend more of our time. Segments include agriculture, government, construction, landscaping, etc. If we are awarded a Sourcewell agreement, RFP 011723 will track it closely each month.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	HCMA will agree to pay a 2% administrative fee on all sales. The fee will be based solely on the machine cost, not any supplemental freight, inspection, training, etc. costs.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	HCMA is excited to offer a strong equipment line-up to Sourcewell members. Our product line-up includes 8 compact excavators, 5 compact wheel loaders, 12 mid to larger excavators, 12 mid to large wheel loaders and can be ordered with various options and attachments to successfully complete any job that needs to be done.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
71	Wheeled, tracked, and backhoe loaders	☒ Yes ☐ No	HCMA Dealers offer a full range of compact, mid, to large wheel loaders.
72	Motor Graders	☐ Yes ☒ No	HCMA does not offer Motor Graders at this time.
73	Wheeled and tracked excavators	☒ Yes ☐ No	HCMA Dealers offer a full range of compact, mid, to large excavators.
74	Bulldozers, compactors, scrapers, articulated and rigid haulers	☒ Yes ☐ No	HCMA does offer rigid haul trucks.
75	Cranes	☐ Yes ☒ No	HCMA does not offer at this time.
76	Accessories or attachments for the offering in #71-75 above	☒ Yes ☐ No	HCMA offer a wide range of attachments for the products we manufacture.
77	Technology or services for the offering in #71-75 above	☒ Yes ☐ No	HCMA offers Consite technology to our dealers and customers.

Table 14C: Required Offering of Equipment

Indicate below if the proposer's proposal includes at least one (1) of the following listed types or classes of equipment. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
78	Wheel loader with published net horsepower (HP) of at least 300 HP	☒ Yes ☐ No	HCMA ZW310 and larger have HP over 300hp.
79	Wheeled or tracked excavator with a published net horsepower (HP) of at least 150 HP	☒ Yes ☐ No	HCMA ZX210 and larger have HP over 150hp
80	Motor Grader with a published maximum operating weight of at least 30,000 lbs.	☐ Yes ☒ No	N/A
81	Rough terrain, all terrain, crawler, floating, lattice, or telescopic crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet	☐ Yes ☒ No	N/A

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 82. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Final Pricing Doc Sourcewell 2023 - v1.pdf - Tuesday January 17, 2023 11:10:56
 - [Financial Strength and Stability](#) - HCMA Financial Statements March 31 2022.pdf - Monday January 16, 2023 12:04:59
 - [Marketing Plan/Samples](#) - Sourcewell announcement example.pdf - Monday January 16, 2023 14:56:48
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty Brochure.pdf - Monday January 16, 2023 12:26:56
 - Standard Transaction Document Samples (optional)
 - [Upload Additional Document](#) - Dealer Map (Sourcewell).pdf - Monday January 16, 2023 12:27:08

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Alan Quinn, President and CEO Hitachi Construction Machinery Americas , Hitachi Construction Machinery Americas Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Heavy_Construction_Equipment_RFP_011723 Tue January 10 2023 08:47 AM	☒	1
Addendum_4_Heavy_Construction_Equipment_RFP_011723 Fri January 6 2023 09:51 AM	☒	2
Addendum_3_Heavy_Construction_Equipment_RFP_011723 Thu December 29 2022 12:33 PM	☒	2
Addendum_2_Heavy_Construction_Equipment_RFP_011723 Wed December 21 2022 01:49 PM	☒	1
Addendum_1_Heavy_Construction_Equipment_RFP 011723 Thu December 15 2022 09:27 AM	☒	1

Item Cover Page

City Council Item Report

Date: October 21, 2025

From: James Ingram, Finance Director

Item Type: Resolution - Agreement/Contract

Subject: Resolution Approving a Public Emergency Transportation Letter of Agreement with the State of Florida Agency For Health Care and Administration

Presenter: James Ingram, Finance Director

Recommendation:

It is recommended that City Council approve the Public Emergency Medical Transportation Letter of Agreement between the City of Temple Terrace and the State of Florida Agency for Health Care Administration

Discussion:

This Letter of Agreement and payment allows the City to continue receiving supplemental Medicaid Managed Care Organization (MCO) payments as a participant in the Public Emergency Medical Transport (PEMT) Medicaid Fee for Service Program. The City has netted over \$500,000 in supplemental Medicaid payments over the last 5 years. The anticipated revenues in Fiscal Year 2026 (Year 7 of the program) are \$556,483.75, netting the City \$318,420 to offset uncollectible EMS charges.

Resolution/Ordinance Information:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING THE PUBLIC EMERGENCY MEDICAL TRANSPORTATION LETTER OF AGREEMENT BETWEEN THE STATE OF FLORIDA, AGENCY FOR HEALTH CARE AND ADMINISTRATION AND THE CITY OF TEMPLE TERRACE FIRE DEPARTMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE LETTER OF AGREEMENT; APPROVING THE AMOUNT OF \$238,063.75 PAYABLE TO THE AGENCY FOR HEALTH CARE AND ADMINISTRATION TO BE PAID FROM THE GENERAL FUND EMS ACCOUNT; PROVIDING AN EFFECTIVE DATE.

Appropriation Code:

Requirements:

Resolution

Cost:**Attachments:**

1. Resolution
2. LOA with State of Florida AHCA - IGT transfers FY 26 10.21.25
3. Year 7 SFY 2025-26 PEMT MCO Projections

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING THE PUBLIC EMERGENCY MEDICAL TRANSPORTATION LETTER OF AGREEMENT BETWEEN THE STATE OF FLORIDA, AGENCY FOR HEALTH CARE AND ADMINISTRATION AND THE CITY OF TEMPLE TERRACE FIRE DEPARTMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE LETTER OF AGREEMENT; APPROVING THE AMOUNT OF \$238,063.75 PAYABLE TO THE AGENCY FOR HEALTH CARE AND ADMINISTRATION TO BE PAID FROM THE GENERAL FUND EMS ACCOUNT; PROVIDING AN EFFECTIVE DATE.

Whereas, in order to retain access to the City's share of the Medicaid Managed Fee Participation through an intergovernmental transfer, the attached Letter of Agreement with the Agency for Health Care Administration requires City Council approval; and

Whereas, the funding period identified in the Letter of Agreement is on an annual basis; and

Whereas, the Florida Fire Chiefs' Association and the State of Florida Agency for Health Care Administration have recognized and propose to alleviate the highly subsidized Medicaid Managed Fee through this funding mechanism to supplement the inadequate reimbursement levels of the Medicaid Program; and

Whereas, the City of Temple Terrace is qualified to participate in this new program because of participation in the Public Emergency Medical Transport (PEMT) Medicaid Fee for Service Program; and

Whereas, AHCA will contribute enhanced funding to the City for all Medicaid Managed Care trips provided by our Emergency Medical Services (EMS).

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

1. The Public Emergency Medical Transportation Letter of Agreement between the State of Florida, Agency for Health Care and Administration and the City of Temple Terrace Fire Department to participate and fund the intergovernmental transfers, attached hereto, is approved.

2. City Council hereby authorizes the City Manager to execute the Letter of Agreement.
3. Payment in the amount of \$238,063.75 payable to the Agency for Health Care and Administration to be paid from account 001-1521-522.34-27 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 21st day of October 2025.

APPROVED BY THE MAYOR THIS 21st DAY OF OCTOBER 2025.

(Corporate Seal)



X

Andrew Ross, Mayor
Chair of the City Council

Attest:

X

Lynda Sader
City Clerk

Public Emergency Medical Transportation Letter of Agreement

THIS LETTER OF AGREEMENT (LOA) is made and entered into in duplicate on the 21st day of October 2025, by and between **City of Temple Terrace** (the “IGT Provider”) on behalf of **Temple Terrace Fire Department**, and the State of Florida, **Agency for Health Care Administration** (the “Agency”), for good and valuable consideration, the receipt and sufficiency of which is acknowledged.

DEFINITIONS

“Intergovernmental Transfers (IGTs)” means transfers of funds from a non-Medicaid governmental entity (e.g., counties, hospital taxing districts, providers operated by state or local government) to the Medicaid agency. IGTs must be compliant with 42 CFR Part 433 Subpart B.

“Medicaid” means the medical assistance program authorized by Title XIX of the Social Security Act, 42 U.S.C. §§ 1396 et seq., and regulations thereunder, as administered in Florida by the Agency.

“Public Emergency Medical Transportation (PEMT),” pursuant to the General Appropriation Act, Laws of Florida 2025-198 is the program that provides supplemental payments for eligible Public Emergency Medical Transportation (PEMT) entities that meet specified requirements and provide emergency medical transportation services to Medicaid beneficiaries.

A. GENERAL PROVISIONS

1. Per Senate Bill 2500 the General Appropriations Act of State Fiscal Year 2025-2026, passed by the 2025 Florida Legislature, the IGT Provider and the Agency agree that the IGT Provider will remit IGT funds to the Agency in an amount not to exceed the total of **\$238,063.75**. The IGT Provider and the Agency have agreed that these IGT funds will only be used for the PEMT program.
2. The IGT Provider will return the signed LOA to the Agency.
3. The IGT Provider will pay IGT funds to the Agency in an amount not to exceed the total of **\$238,063.75**. The IGT Provider will transfer payments to the Agency in the following manner:
 - a. Per Florida Statute 409.908, annual payments for the months of July 2025 through June 2026 are due to the Agency no later than October 31, 2025, unless an alternative plan is specifically approved by the agency.
 - b. The Agency will bill the IGT Provider when payment is due.
4. The IGT Provider and the Agency agree that the Agency will maintain necessary records and supporting documentation applicable to health services covered by this LOA in accordance with public records laws and established retention schedules.

a. AUDITS AND RECORDS

- i. The IGT Provider agrees to maintain books, records, and documents (including electronic storage media) pertinent to performance under this LOA in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided.
- ii. The IGT Provider agrees to assure that these records shall be subject at all reasonable times to inspection, review, or audit by state personnel and other personnel duly authorized by the Agency, as well as by federal personnel.
- iii. The IGT Provider agrees to comply with public record laws as outlined in section 119.0701, Florida Statutes.

b. RETENTION OF RECORDS

- i. The IGT Provider agrees to retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to performance under this LOA for a period of six (6) years after termination of this LOA, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings.
- ii. Persons duly authorized by the Agency and federal auditors shall have full access to and the right to examine any of said records and documents.
- iii. The rights of access in this section must not be limited to the required retention period but shall last as long as the records are retained.

c. MONITORING

- i. The IGT Provider agrees to permit persons duly authorized by the Agency to inspect any records, papers, and documents of the IGT Provider which are relevant to this LOA.

d. ASSIGNMENT AND SUBCONTRACTS

- i. The IGT Provider agrees to neither assign the responsibility of this LOA to another party nor subcontract for any of the work contemplated under this LOA without prior written approval of the Agency. No such approval by the Agency of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Agency in addition to the total dollar amount agreed upon in this LOA. All such assignments or subcontracts shall be subject to the conditions of this LOA and to any conditions of approval that the Agency shall deem necessary.

- 5. This LOA may only be amended upon written agreement signed by both parties. The IGT Provider and the Agency agree that any modifications to this LOA shall be in the same form, namely the exchange of signed copies of a revised LOA.
- 6. The IGT Provider confirms that there are no pre-arranged agreements (contractual or otherwise) between the respective counties, taxing districts, and/or the providers to re-

direct any portion of these aforementioned supplemental payments in order to satisfy non-Medicaid, non-uninsured, and non-underinsured activities.

7. The IGT Provider agrees the following provision shall be included in any agreements between IGT Provider and local providers where IGT funding is provided pursuant to this LOA. Funding provided in this agreement shall be prioritized so that designated IGT funding shall first be used to fund the Medicaid program and used secondarily for other purposes.
8. This LOA covers the period of July 1, 2025, through June 30, 2026, and shall be terminated September 30, 2026, which includes the state's certified forward period.
9. This LOA may be executed in multiple counterparts, each of which shall constitute an original, and each of which shall be fully binding on any party signing at least one counterpart.

PEMT Local Intergovernmental Transfers	
Program / Amount	State Fiscal Year 2025-2026
Estimated IGTs	\$238,063.75
Total Funding Not to Exceed	\$238,063.75

IN WITNESS WHEREOF, the parties have caused this page Letter of Agreement to be executed by their undersigned officials as duly authorized.

CITY OF TEMPLE TERRACE

SIGNED
BY: _____

NAME: Carlos Baia

TITLE: City Manager

DATE: October 21, 2025

**STATE OF FLORIDA, AGENCY FOR
HEALTH CARE ADMINISTRATION**

SIGNED
BY: _____

NAME: Stephanie Scanlon

TITLE: Chief of Medicaid Program
Finance

DATE: _____

SFY 2025-26 PEMENT MCO Allotments

Provider	Total Allotment	LOA Amount (Total IGTs Needed)	Net New Federal Funding
Alachua County Fire Rescue	\$ 5,924,973.96	\$ 2,534,703.86	\$ 3,390,270.10
Baker County Fire Rescue	\$ 234,519.04	\$ 100,327.25	\$ 134,191.79
Bay County EMS Division	\$ 2,360,783.46	\$ 1,009,943.17	\$ 1,350,840.29
Boynton Beach Fire Rescue	\$ 1,145,775.22	\$ 490,162.64	\$ 655,612.58
Bradford County EMS	\$ 1,042,112.82	\$ 445,815.86	\$ 596,296.96
Brevard County Fire Rescue	\$ 3,269,794.25	\$ 1,398,817.98	\$ 1,870,976.27
Broward Sheriffs Fire Rescue	\$ 4,443,013.19	\$ 1,900,721.04	\$ 2,542,292.15
Charlotte County Fire & EMS Departme	\$ 1,863,428.45	\$ 797,174.69	\$ 1,066,253.76
Citrus County Fire Rescue	\$ 3,131,328.22	\$ 1,339,582.21	\$ 1,791,746.01
City of Coconut Creek - Fire Rescue	\$ 216,056.91	\$ 92,429.14	\$ 123,627.77
City of Coral Springs Fire Departmen	\$ 999,325.57	\$ 427,511.48	\$ 571,814.09
City of Fernandina Beach Fire Dept	\$ 52,392.55	\$ 22,413.53	\$ 29,979.02
City of Greenacres	\$ 434,858.19	\$ 186,032.33	\$ 248,825.86
City of Hialeah Fire Department	\$ 957,661.01	\$ 409,687.38	\$ 547,973.63
City of Jacksonville Fire and Rescue	\$ 12,975,015.61	\$ 5,550,711.68	\$ 7,424,303.93
City of Key West Fire Department	\$ 238,261.37	\$ 101,928.21	\$ 136,333.16
City of Lauderdale Fire Rescue Depar	\$ 1,817,896.83	\$ 777,696.26	\$ 1,040,200.57
City of Margate	\$ 527,168.87	\$ 225,522.84	\$ 301,646.03
City of Miami Fire Rescue Department	\$ 8,047,995.03	\$ 3,442,932.27	\$ 4,605,062.76
City of Miramar Fire Rescue	\$ 434,109.72	\$ 185,712.14	\$ 248,397.58
City of Ocoee Fire Department	\$ 934,458.60	\$ 399,761.39	\$ 534,697.21
City of Plantation	\$ 668,005.04	\$ 285,772.56	\$ 382,232.48
City of Stuart Fire Rescue	\$ 225,537.46	\$ 96,484.93	\$ 129,052.53
City of Sunrise Fire Rescue	\$ 1,304,948.79	\$ 558,257.09	\$ 746,691.70
City of Tamarac Fire Department	\$ 679,980.48	\$ 290,895.65	\$ 389,084.83
City of Tampa Fire Department	\$ 4,656,824.70	\$ 1,992,189.61	\$ 2,664,635.09
Clay CBOCC - Clay County Fire Rescue	\$ 1,721,344.84	\$ 736,391.32	\$ 984,953.52
Collier County EMS Department	\$ 1,655,105.68	\$ 708,054.21	\$ 947,051.47
County of Desoto BCC - Desoto County	\$ 336,809.27	\$ 144,087.00	\$ 192,722.27
County of Volusia	\$ 7,138,485.27	\$ 3,053,844.00	\$ 4,084,641.27
Delray Beach Fire Rescue	\$ 658,399.74	\$ 281,663.41	\$ 376,736.33
Dixie County BOCC - Dixie County ES	\$ 459,058.55	\$ 196,385.25	\$ 262,673.30
Flagler County Fire Rescue Departmen	\$ 927,472.92	\$ 396,772.92	\$ 530,700.00
Fort Lauderdale Fire Department Resc	\$ 3,128,958.08	\$ 1,338,568.27	\$ 1,790,389.81
Fort Myers Beach Fire Department	\$ 9,979.53	\$ 4,269.24	\$ 5,710.29
Gadsden County EMS	\$ 1,916,694.21	\$ 819,961.78	\$ 1,096,732.43
Gilchrist County	\$ 549,872.31	\$ 235,235.38	\$ 314,636.93
Hamilton County Ambulance Service	\$ 397,559.68	\$ 170,076.03	\$ 227,483.65
Hardee County Board of County Commis	\$ 224,539.51	\$ 96,058.00	\$ 128,481.51
Hendry County	\$ 611,620.68	\$ 261,651.33	\$ 349,969.35
Hernando County and Fire Rescue Dist	\$ 5,383,085.28	\$ 2,302,883.88	\$ 3,080,201.40
Highlands County EMS	\$ 1,587,120.11	\$ 678,969.98	\$ 908,150.13
Hillsborough County Fire Rescue	\$ 8,095,647.31	\$ 3,463,317.92	\$ 4,632,329.39
Hollywood Fire Rescue & Beach Safety	\$ 1,062,820.35	\$ 454,674.55	\$ 608,145.80
Holmes County	\$ 628,710.63	\$ 268,962.41	\$ 359,748.22
Indian River County Department of Em	\$ 1,335,635.85	\$ 571,385.02	\$ 764,250.83
Jackson County Fire Rescue	\$ 1,308,940.60	\$ 559,964.79	\$ 748,975.81
Jefferson County Ambulance Service	\$ 389,326.56	\$ 166,553.90	\$ 222,772.66
Kissimmee Fire Department	\$ 1,595,727.45	\$ 682,652.21	\$ 913,075.24
Lake Emergency Medical Services	\$ 4,057,304.21	\$ 1,735,714.74	\$ 2,321,589.47
Lake Mary Fire Department	\$ 265,455.60	\$ 113,561.91	\$ 151,893.69
Lee County EMS	\$ 6,350,601.08	\$ 2,716,787.14	\$ 3,633,813.94
Lehigh Acres Fire Control and Rescue	\$ 1,695,398.05	\$ 725,291.29	\$ 970,106.76
Leon County EMS	\$ 8,082,424.42	\$ 3,457,661.17	\$ 4,624,763.25
Levy County Department of Public Saf	\$ 1,137,417.36	\$ 486,587.15	\$ 650,830.21
Lighthouse Point	\$ 72,351.62	\$ 30,952.02	\$ 41,399.60
Longwood Fire Department	\$ 300,009.73	\$ 128,344.16	\$ 171,665.57
Madison County	\$ 679,731.00	\$ 290,788.92	\$ 388,942.08
Maitland Fire Rescue Department	\$ 203,083.51	\$ 86,879.13	\$ 116,204.38
Manatee County Department of Public	\$ 3,320,689.87	\$ 1,420,591.13	\$ 1,900,098.74
Marion County Fire Rescue	\$ 8,755,918.21	\$ 3,745,781.81	\$ 5,010,136.40
Martin County Fire Rescue	\$ 1,040,366.40	\$ 445,068.75	\$ 595,297.65
Miami Beach Fire Rescue Department	\$ 533,780.31	\$ 228,351.22	\$ 305,429.09
Miami-Dade County Fire Rescue	\$ 13,819,371.49	\$ 5,911,927.13	\$ 7,907,444.36
Monroe County Fire Rescue (MCFR)	\$ 205,827.88	\$ 88,053.17	\$ 117,774.71
Nassau County Fire Rescue	\$ 1,281,746.37	\$ 548,331.10	\$ 733,415.27
North Lauderdale Fire Rescue	\$ 609,624.77	\$ 260,797.48	\$ 348,827.29
North Port Fire Rescue	\$ 684,346.53	\$ 292,763.45	\$ 391,583.08
Oakland Park Fire Rescue	\$ 266,453.55	\$ 113,988.83	\$ 152,464.72
Okaloosa County EMS	\$ 3,793,969.26	\$ 1,623,060.05	\$ 2,170,909.21
Okeechobee County Fire Rescue	\$ 725,387.36	\$ 310,320.71	\$ 415,066.65
Orange County Fire Rescue EMS Bureau	\$ 12,301,896.06	\$ 5,262,751.13	\$ 7,039,144.93
Orlando Fire Department	\$ 4,447,628.73	\$ 1,902,695.57	\$ 2,544,933.16
Osceola County Fire Dept	\$ 3,426,597.67	\$ 1,465,898.49	\$ 1,960,699.18
Oviedo Fire Department	\$ 179,132.63	\$ 76,632.94	\$ 102,499.69
Palm Beach County Fire Rescue	\$ 9,086,116.04	\$ 3,887,040.44	\$ 5,199,075.60
Palm Beach Gardens Fire Rescue	\$ 541,514.45	\$ 231,659.88	\$ 309,854.57
Pasco County Board of County Commiss	\$ 9,869,384.70	\$ 4,222,122.77	\$ 5,647,261.93
Pembroke Pines Fire Rescue	\$ 1,634,772.38	\$ 699,355.62	\$ 935,416.76
Pinellas County EMS Authority dba Su	\$ 22,869,473.89	\$ 9,783,560.93	\$ 13,085,912.96
Plant City Fire Rescue	\$ 778,403.64	\$ 333,001.08	\$ 445,402.56
Polk County Board of County Commissi	\$ 11,664,079.10	\$ 4,989,893.04	\$ 6,674,186.06
Pompano Beach Fire Rescue	\$ 2,113,790.00	\$ 904,279.36	\$ 1,209,510.64
Riviera Beach Fire Department	\$ 1,084,650.58	\$ 464,013.52	\$ 620,637.06
Sanford Fire Department	\$ 1,042,861.28	\$ 446,136.06	\$ 596,725.22
Sarasota County Fire Department	\$ 2,957,933.82	\$ 1,265,404.09	\$ 1,692,529.73
Seminole County EMS/Fire Rescue Divi	\$ 2,956,312.14	\$ 1,264,710.34	\$ 1,691,601.80
South Walton Fire District	\$ 483,258.92	\$ 206,738.17	\$ 276,520.75
St. Cloud Fire Rescue	\$ 760,315.73	\$ 325,263.07	\$ 435,052.66
St. Lucie County Fire District	\$ 6,396,631.68	\$ 2,736,479.03	\$ 3,660,152.65
Sumter County Fire & EMS	\$ 1,369,815.76	\$ 586,007.18	\$ 783,808.58
Suwannee County Fire Rescue	\$ 802,354.52	\$ 343,247.26	\$ 459,107.26
Temple Terrace Fire Department	\$ 556,483.75	\$ 238,063.75	\$ 318,420.00
The Town of Davie Fire Rescue	\$ 815,078.42	\$ 348,690.55	\$ 466,387.87
Union County Fire Rescue	\$ 472,530.93	\$ 202,148.73	\$ 270,382.20
Wakulla County Fire Rescue	\$ 675,739.18	\$ 289,081.22	\$ 386,657.96
Walton County Fire Rescue	\$ 1,703,631.16	\$ 728,813.41	\$ 974,817.75
West Palm Beach Fire Rescue	\$ 597,524.59	\$ 255,621.02	\$ 341,903.57
Winter Garden Fire Rescue Department	\$ 546,878.45	\$ 233,954.60	\$ 312,923.85
Winter Park Fire-Rescue	\$ 274,811.41	\$ 117,564.32	\$ 157,247.09
	\$ 260,000,000.00	\$ 111,228,000.02	\$ 148,771,999.98

Item Cover Page

City Council Item Report

Date: October 21, 2025

From: Jacob Carlisle, Police Captain

Item Type: Resolution - Purchase

Subject: Resolution Approving the Purchase of Three 2025 Ford Interceptor Police Patrol Utility Vehicles

Presenter: Jacob Carlisle, Police Captain

Recommendation:

It is recommended that the City Council adopt a resolution approving the purchase of three (3) 2025 Ford Police Interceptor Utility vehicles (\$61,966.03 each), including all required emergency lights, vinyl graphics, and other equipment necessary to mark and outfit the vehicles.

Discussion:

As part of the police department's vehicle replacement program, \$181,158.00 was included in the Fiscal Year 2026 Community Investment Tax Fund budget for the purchase of three (3) police patrol vehicles. The purchase of the three (3) marked patrol vehicles will be made from Bartow Ford of Bartow, Florida, under Pasco County contract bid No. IFB-RR-21-042. The vehicles will be purchased at a cost of \$185,898.09. The payment for the patrol vehicles will be made from account 160-1421-521.64-11, with an over-budget amount of \$4,740.09, funded through CIT reserves. The prices have been verified with the contract and bid award referenced herein, and include the purchase of emergency lights, vinyl graphics, and other necessary equipment to mark and outfit the vehicles. Once the new vehicles have been placed into service, existing patrol vehicles, previously identified as needing replacement, will be processed for disposal and sold at auction in accordance with operational needs and current City of Temple Terrace procedures.

Resolution/Ordinance Information:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING THE PURCHASE OF THREE (3) 2024 FORD POLICE INTERCEPTOR UTILITY POLICE VEHICLES FROM BARTOW FORD, UNDER THE PASCO COUNTY CONTRACT BID NO. IFB-RR-21-042, IN THE AMOUNT OF \$185,898.09, WHICH INCLUDES THE INSTALLATION OF EMERGENCY LIGHTS, VINYL GRAPHICS AND OTHER NECESSARY EQUIPMENT TO MARK AND OUTFIT

THE POLICE VEHICLES; APPROVING PAYMENT FOR THE THREE (3) VEHICLES FROM ACCOUNT 160-1421-521.64-11; APPROVING THE DISPOSAL AND SALE OF THE REPLACED VEHICLES; PROVIDING AN EFFECTIVE DATE.

Appropriation Code:

160-1421-521.64-11

Requirements:

Resolution

Cost:

\$185,898.09

Attachments:

1. Resolution
2. Bartow Ford Quote

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING THE PURCHASE OF THREE (3) 2026 FORD POLICE INTERCEPTOR UTILITY VEHICLES WITH ALL RELATED VEHICLE EQUIPMENT AND GRAPHICS TO BE INSTALLED WITHIN THE NEWLY ACQUIRED PATROL VEHICLES; APPROVING PAYMENT OF \$185,898.09, FOR PATROL VEHICLES INCLUDING EMERGENCY LIGHTS, VINYL GRAPHICS AND OTHER NECESSARY EQUIPMENT FROM ACCOUNT 160-1421-521.64-11; APPROVING THE DISPOSAL AND SALE OF THE REPLACED VEHICLES; PROVIDING AN EFFECTIVE DATE.

Whereas, \$181,158.00 for the purchase of three (3) police patrol vehicles is included in the Fiscal Year 2026 Community Investment Tax Fund budget as part of the police department's vehicle replacement program; and

Whereas, the City wishes to purchase three (3) 2026 Ford Police Interceptor Utility vehicles from Bartow Ford under Pasco County contract bid No. IFB-RR-21-042, at the cost of \$185,898.09, which includes the installation of emergency lights, vinyl graphics, and other necessary equipment to mark and outfit the vehicles; and

Whereas, payment of \$185,898.09 for the three (3) police patrol vehicles will be made from account 160-1421-521.64-11 in the Community Investment Tax Fund with the over-budget amount of \$4,740.09 funded through CIT reserves; and

Whereas, the replaced vehicles will be processed for disposal and sold at auction.

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

1. The purchase of three (3) 2026 Ford Police Interceptor Utility vehicles from Bartow Ford, under Pasco County contract bid No. IFB-RR-21-042, in the amount of \$185,898.09, which includes the installation of emergency lights, vinyl graphics, and other necessary equipment to mark and outfit the vehicles, is approved.
2. Payment for the vehicles from account 160-1421-521.64-11 is approved.
3. The disposal and sale at auction of the replaced vehicles 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 21st day of October, 2025.

(Corporate Seal)



X

Andrew Ross, Mayor
Chair of the City Council

Attest:

X

Lynda Sader
City Clerk



September 30, 2025

**Temple Terrace Police Dep
Captain Jacob Carlisle**

DESCRIPTION			
K8A	2026 Ford Interceptor Utility		
99W	3.3L V6 Direct-Injection Hybrid System Engine		
44B	10 Speed Automatic Transmission		
	Front Headlamp Prep		
86T	Rear Taillight Prep Package		
43D	Dark Car Feature		
60A	Factory Grill, Lamp, Siren & Speaker Wiring		
51T	Factory Pillar Mounted LED Spotlight		
	Voice Activated Bluetooth		
55F	Keyless Entry Fob		
76R	Reverse Sensing		
52T	Class III Trailer Tow Lighting Package		
76P	Pre-Collision Assist w/Pedestrian Detection		
	Factory Rear View Camera		
18D	Global Lock/Unlock		
17A	Rear Aux A/C		
	Factory Invoice		\$49,183.00
	Government Price Concession Discount		\$3,100.00
	4.06% Contract Discount		\$1,870.97
	Whelen DUO FST Inneredge Blue/White Lightbar with Full White LED Take Down, Whelen DUO WCX Inner Edge Blue/Amber, Whelen CCTL7 CORE Siren Controller, 100 Watt Speaker with Mounting Bracket, Whelen Howler, (4) Blue/White LED's Mounted in Headlight & Taillights, (2) Whelen DUO Blue/White ION's Mounted Forward in Push Bumper, Go Rhino Aluminum Push Bumper with 2 Light Cutout, (2) Whelen DUO Blue/White ION's Mounted on Angle each side of Push Bumper, (2) Whelen DUO Blue/White Tracers Mounted in Running Board Area, Whelen RSPL50 Blue Left / Blue Right Rear Pillar Lights, (2) Whelen Trio Thin Red/Blue/White ION's Mounted in Rear Tag Area Red brake/White Reverse, (2) Whelen DUO Blue/White Stripelite+ Mounted in Rear 1/4 Glass, Havis C-1012 Interceptor Utility Console with Dual Cup Holder, Arm Rest, (2) 12V Outlets, Dual USB Plug and all needed Faceplates, Brother PocketJet Printer Mount for PocketJet 862, Havis C-MD-112 11" Slide Out Locking Swing Arm with Motion Adapter with UT-1006 Universal Laptop Tray, Go Rhino Partition with Center Sliding Window with Screen and Recessed Panel, Hard Rear Prisoner Seat with Outboard Buckles, Mesh Rear Partition, Steel Rear Window Bars, Santa Cruz Universal Single Weapons Mount (Handcuff Keyed), Temple Terrace POLICE Graphics, Bartow Ford Raised Rear Weapons Vault, Deep Window Tint, Install Customer Supplied Radio & Antenna, Watch Guard In Car Video, Radar, Delivery to your Location		\$14,224.00
35.0	Bartow Ford Labor Hours	\$97.00	\$3,395.00
1	Yellow CITY Tag		\$135.00
TOTAL PURCHASE AMOUNT PER UNIT			\$61,966.03
TOTAL PURCHASE AMOUNT FOR THREE UNITS			\$185,898.09

Pricing in accordance with the Pasco County Award of Bid No. IFB-RR-21-042

If you have any questions or need any additional information please feel free contact me anytime.

Sincerely Yours,
Richard Weissinger
Commercial Fleet Sales
Direct Line (813) 477-0052
Fax (863) 533-8485

**2800 US Hwy North
Bartow, Florida 33830**

Item Cover Page

City Council Item Report

Date: October 21, 2025

From: Alyssa Livingstone, Senior Planner

Item Type: Resolution

Subject: Resolution Approving Final Site Plan SPR-25-03 for Hawkins Parking Lot Expansion located at 7601 Industrial Lane.

Presenter: Alyssa Livingstone, Senior Planner

Recommendation:

Staff recommends approval of this Resolution to Approve Final Site Plan SPR-25-03.

Discussion:

Resolution/Ordinance Information:

A RESOLUTION OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING SITE PLAN REVIEW APPLICATION SPR-25-03 FOR 3.225 ± ACRES OF PROPERTY, LOCATED EAST OF INDUSTRIAL LANE AND NORTH OF NORTH OF INDUSTRIAL DRIVE, WITH FOLIO NUMBER 038252-0179, ADDRESSED AS 7601 INDUSTRIAL LANE, TO ALLOW FOR THE AFTER-THE-FACT PERMITTING OF A 25,000 SQUARE FOOT PARKING LOT EXPANSION AND IMPROVEMENT, SUBJECT TO ANY CONDITIONS OF APPROVAL; PROVIDING FOR CORRECTION OF TYPOGRAPHICAL ERRORS; REPEALING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING AN EFFECTIVE DATE.

Appropriation Code:

Requirements:

Cost:

Attachments:

1. SPR-25-03 - Resolution - Hawkins Parking Lot Expansion
2. SPR-25-03 - Staff Report - Hawkins Parking Lot Expansion

RESOLUTION

A RESOLUTION OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING SITE PLAN REVIEW APPLICATION SPR-25-03 FOR 3.225 ± ACRES OF PROPERTY, LOCATED EAST OF INDUSTRIAL LANE AND NORTH OF NORTH OF INDUSTRIAL DRIVE, WITH FOLIO NUMBER 038252-0179, ADDRESSED AS 7601 INDUSTRIAL LANE, TO ALLOW FOR THE AFTER-THE-FACT PERMITTING OF A 25,000 SQUARE FOOT PARKING LOT EXPANSION AND IMPROVEMENT, SUBJECT TO ANY CONDITIONS OF APPROVAL; PROVIDING FOR CORRECTION OF TYPOGRAPHICAL ERRORS; REPEALING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING AN EFFECTIVE DATE.

Whereas, Section 12-379 of the City of Temple Terrace Land Development Code sets forth the requirements and procedures for Final Site Plans; and

Whereas, Hawkins Service Company, submitted a Final Site Plan of 3.225 ± acres, lying in Section 25, Township 28 South, Range 19 East, and addressed as 7601 Industrial Lane (Folio number 038252-0179) which has been processed by the City's Community Development Department ("Department") as a Final Site Plan Review Application SPR 25-03; and

Whereas, the proposed project is for the expansion and improvement of a 25,000 ± square foot parking lot for an industrial business warehouse; and

Whereas, the subject property's total number of parking spaces will be increased by fifty (50), bringing the new total to seventy-five (75) spaces from the current twenty-five (25); and

Whereas, the parking lot expansion will incorporate three (3) new ADA-compliant parking spaces and a bike rack designed to accommodate four (4) bicycles; and

Whereas, signage and pavement marking will clearly indicate that the parking lot expansion is for employee use only; and

Whereas, the project will result in no change to the site's overall stormwater runoff or flow, a condition accounted for in the property's existing master permit issued by the Southwest Florida Water Management District (SWFWMD); and

Whereas, the subject property has a Future Land Use of Industrial and is zoned Light Industrial; and

Whereas, the proposed use is permitted by the Land Development Code; and

Whereas, the City's Development Review Committee (DRC) recommends approval of the Final Site Plan, subject to any conditions required by the City Council; and

Whereas, SPR-25-03 was referred to the Hillsborough County City-County Planning Commission staff for review, and its staff provided a finding of consistency of the site plan application

within the Imagine 2040: Temple Terrace Comprehensive Plan, with the written findings having been submitted to the City Council for consideration; and

Whereas, the City Council of the City of Temple Terrace has considered the applicant's Final Site Plan application at its regular meeting held on October 21, 2025, and finds that Final Site Plan Review Application SPR-25-03 should be approved subject to any conditions required by the City Council.

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

Section 1. Site Plan Review Application SPR 25-03 for a property located East of Industrial Lane and North of Industrial Drive, with an address of 7601 Industrial Lane for the expansion and improvement of a 25,000 square foot parking lot attached hereto as Exhibit "B", as it is legally described in Exhibit "A", is approved subject to the conditions of approval attached hereto as Exhibit "C".

Section 2. All resolutions or parts of resolutions not specifically in conflict herewith are hereby continued in full force and effect, but all resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. That the provisions of this Resolution may be renumbered or re-lettered to accomplish such an intention. The City Clerk is given authority to correct scriveners' errors, such as incorrect Code cross references, grammatical, typographical, misspellings, and similar errors.

Section 4. This resolution shall become effective immediately upon adoption.

Passed and adopted by the City Council of the City of Temple Terrace, Florida, this ____ day of October 2025.

(Corporate Seal)



X

Andrew Ross, Mayor
Chair of the City Council

Attest:

X

Lynda Sader
City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 11, Block 2, U.S. 301 Industrial Park Addition, in Section 25, Township 28 South, Range 19 East, according to the plat thereof, as recorded in Plat Book 59, Page 17 of the Public Records of Hillsborough County, Florida.

Containing 140,473 square feet or 3.225 acres more or less

[illegible]

EXHIBIT "C" CONDITIONS OF APPROVAL

1. The Final Site Plan shall allow for the continuation of parking lot expansion, which is being reviewed as an after-the-fact project, as delineated on the Final Site Plan date-stamped received August 4, 2025, by the Planning & Development Division. Construction shall take place in accordance with the criteria and requirements of the City of Temple Terrace Land Development Code unless specifically outlined within these conditions.
2. The Site Plan will expire as determined in Section 12-380 of the Land Development Code.
3. Where standards are not specified herein, the Land Development Code standards (or current code standards) will apply.

Site Plan Review Application No. SPR-25-03 (Hawkins Parking Lot Expansion)

Date: 10-21-2025
To: Mayor Andrew Ross and City Council
Through: Carlos Baía, City Manager
Prepared by: Alyssa Livingstone, Senior Planner

Agenda: Final Site Plan SPR-25-03

Request: A request to approve a Final Site Plan to allow a parking lot expansion pursuant to Section 12-379 – Final Site Plans, as specified in the Temple Terrace Land Development Code.

Subject Property: Section 25, Township 28 South, Range 19 East; more specifically, Address 7601 Industrial Lane, Folio No. 038252-0179. A complete legal description is on file with the Planning and Development Division.

Acreage: Approximately 3.225 ± acres

Future Land Use: Industrial (Temple Terrace)

Surrounding Comprehensive Plan Designation (Future Land Use Map - FLUM):

North – Industrial (Temple Terrace)
South – Industrial (Temple Terrace)
East – Industrial (Temple Terrace)
West – Industrial (Temple Terrace)

Surrounding Land Development Code Designation (Official Zoning Atlas Map):

North – Light Industrial (Temple Terrace)
South – Light Industrial (Temple Terrace)
East – Light Industrial (Temple Terrace)
West – Light Industrial (Temple Terrace)

Surrounding Area: North – Industrial
South – Industrial
East – Industrial
West – Industrial

Background:

The subject property consists of Lot 11 of Block 2 of U.S. 301 Industrial Park Addition. The site is approximately 3.225 acres and is located at 7601 Industrial Lane, with its sole access via Industrial Lane, a designated collector road. The site's surroundings are defined by a wholly industrial context, with all adjacent parcels zoned and developed for industrial uses. The proposed project seeks to retroactively permit a parking lot expansion and improvement that was completed without the necessary City approval. The proposed parking lot improvements will use stabilized and durable gravel to bring the unpermitted expansion up to current code standards. This project is intended to ensure both the newly expanded employee-only parking area and the existing customer parking area are in full compliance with the City's requirements.

Analysis:

The applicant is requesting Final Site Plan approval for after-the-fact permitting of a 25,000 square foot parking lot expansion and improvements that were completed without prior approval from the City. The

applicant acknowledges this and is proposing a final site plan to bring the entire warehouse parking lot into compliance. The main access to the property is from the west via Industrial Lane.

The project proposes the addition of 50 new parking spaces, bringing the total number of on-site spaces to 75. The expansion incorporates 3 new ADA-compliant spaces and a bike rack designed to accommodate 4 bicycles. The purpose of this expansion is to provide a dedicated employee-only parking area to accommodate a staff of 22 employees. The design includes a mixture of standard and deeper spaces to handle a variety of employee and company vehicles.

All but seven spaces within the customer parking area will be equipped with concrete wheel stops. Spaces without wheel stops will provide pull-through access. Signage and pavement marking will clearly indicate that the parking lot expansion is for employee use only. The project will result in no change to the site's overall stormwater runoff or flow, a condition accounted for in the property's existing master permit issued by the Southwest Florida Water Management District (SWFWMD). The project will maintain compliance with the industrial zone's maximum impervious coverage of 0.85, with the final impervious coverage calculated at 0.55. To meet the City's off-street parking landscaping requirements, 16 trees will be added and incorporated throughout the entire parking lot.

Planning Commission Review:

The Hillsborough County City County Planning Commission (HCCCPC) staff reviewed the Site Plan Review application and found that it is consistent with the vision and other provisions of the City's Comprehensive Plan.

Compatibility with Adjacent Land Uses:

The surrounding area contains developed industrial properties. The proposed lot expansion is consistent with both the zoning and the future land use designation.

Consistency with the Land Development Code (LDC):

Staff reviewed this application under the standards of Section 12-379, Final Site Plans, and Section 12-957, Design and Construction Standards for Parking Lots as specified in the LDC. The applicant is requesting approval for an approximate 25,000 square foot parking lot improvement and expansion for the industrial warehouse. The Development Review Committee (DRC) has reviewed this project and has no objection to the approval of Site Plan Review Application SPR-25-03 as presented to the Council.

Proposed Conditions:

1. The Final Site Plan shall allow for the parking lot expansion, which is being reviewed as an after-the-fact project as delineated on the Final Site Plan date-stamped received August 4, 2025, by the Planning & Development Division. Construction shall take place in accordance with the criteria and requirements of the City of Temple Terrace Land Development Code unless specifically outlined within these conditions.
2. Site Plan expiration as outlined in Section 12-380 of the Temple Terrace Land Development Code.
3. Where standards are not specified herein, the Temple Terrace Land Development Code standards (or current code standards) will apply.

Recommendation:

Based on the information reported herein, supported by documentation attached hereto, the Community Development Department recommends approval of this application.

Item Cover Page

City Council Item Report

Date: October 21, 2025
From: Joseph Moreda, City Planner
Item Type: Ordinance
Subject: First Public Hearing and First Reading of an Ordinance Amending the Comprehensive Plan Future Land Use Map Designation for 5416 and 5418 Rainbow Drive (CPA -24-01).
Presenter: Joe Moreda

Recommendation:

Upon review of several factors related to the proposed amendment, most notably:

- 1) The Planning Commission Staff Report recommendation of inconsistency,
- 2) The Planning Commission's adoption of Resolution TT/CPA 24-01 with a finding of inconsistency,
- 3) A detailed review of Future Land Use Plan Locational Factors and Policies, and
- 4) In consideration of preserving the character of the affected single-family neighborhood district, the Community Development Department agrees that this amendment is inconsistent with the long-range future planning goals and objectives of Temple Terrace and therefore cannot recommend approval of this ordinance.

Discussion:

Resolution/Ordinance Information:

AN ORDINANCE OF THE CITY OF TEMPLE TERRACE, FLORIDA, AMENDING THE "IMAGINE 2040: TEMPLE TERRACE COMPREHENSIVE PLAN" FUTURE LAND USE MAP FOR TWO PARCELS OF LAND LOCATED WEST OF N. 56th STREET AND NORTH OF RIDGEWAY ROAD, ADDRESSED AS 5416 RAINBOW DRIVE AND 5418 RAINBOW DRIVE AND TOTALING 0.42± ACRES; BY CHANGING THE FUTURE LAND USE DESIGNATION ON SAID PROPERTY FROM RESIDENTIAL-4 (RES-4) TO COMMERCIAL (C) FOR CPA-24-01 (TT/CPA-24-01); PROVIDING FOR AMENDMENT OF THE OFFICIAL FUTURE LAND USE MAP OF THE CITY; PROVIDING FOR SEVERABILITY AND FOR CORRECTION OF TYPOGRAPHICAL ERRORS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE

Appropriation Code:

Requirements:

Ordinance

Cost:

Attachments:

1. Ordinance
2. CPA-24-01 Staff Report_e2
3. Planning Commission Staff Report - CPA 24-01 Future Land Use Map Amendment
4. Planning Commission Resolution - TT CPA 24-01

ORDINANCE

AN ORDINANCE OF THE CITY OF TEMPLE TERRACE, FLORIDA, AMENDING THE “IMAGINE 2040: TEMPLE TERRACE COMPREHENSIVE PLAN” FUTURE LAND USE MAP FOR TWO PARCELS OF LAND LOCATED WEST OF N. 56th STREET AND NORTH OF RIDGEWAY ROAD, ADDRESSED AS 5416 RAINBOW DRIVE AND 5418 RAINBOW DRIVE AND TOTALING 0.42± ACRES, BY CHANGING THE FUTURE LAND USE DESIGNATION ON SAID PROPERTY FROM RESIDENTIAL-4 (RES-4) TO COMMERCIAL (C) FOR CPA-24-01 (TT/CPA-24-01); PROVIDING FOR AMENDMENT OF THE OFFICIAL FUTURE LAND USE MAP OF THE CITY; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR CORRECTION OF TYPOGRAPHICAL ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

Whereas, The Imagine 2040: Temple Terrace Comprehensive Plan was adopted by Ordinance 1384 on January 19, 2016, which provided an update of the City’s Comprehensive Plan; and

Whereas, the Hillsborough County City-County Planning Commission held a public hearing on September 9, 2024, during which the Commission reviewed the map amendment set forth in TT/CPA-24-01, considered existing and expected future development patterns and community facilities in the area, as well as the Comprehensive Plan’s adopted goals, objectives, and policies, and made the determination that the proposed map amendment is not consistent with the Imagine 2040: Temple Terrace Comprehensive Plan; and

Whereas, JGC II, LLC, the owners of the real property particularly described in Exhibit “A” attached hereto (hereinafter the “Subject Property”), has petitioned through its Authorized Agent, R. Clay Matthews of Smolker Matthews, P.A, Attorney, for a Comprehensive Plan Amendment; and

Whereas, application RZP-24-03 (Zoning Reclassification) is pending the outcome of this application; and

Whereas, the amendment set forth in CPA-24-01 (Planning Commission - TT/CPA-24-01) is considered a small-scale map amendment which does not require a Florida Commerce (formerly “DEO”) review; and

Whereas, pursuant to Florida Statute Section 163.3184 and the Comprehensive Plan Amendment Procedures Manual, the City Council of the City of Temple Terrace held public hearings on October 21, 2025 and November 4, 2025, during which the public was able to submit comments on the proposed map amendment set forth in CPA-24-01 (TT/CPA-24-01).

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA:

Section 1. That the petition for a Comprehensive Plan Amendment (CPA-23-02) (TT/CPA-23-01) of the Subject Property located west of N. 56th Street and north of Ridgeway Road, addressed as 5416 Rainbow Drive, (Folio No. 201374-0000) and 5418 Rainbow Drive (Folio No. 201383-0000), more particularly described in Exhibit “A” attached hereto and made a part hereof, is hereby approved, which changes the future land use map designation for two parcels of property consisting of approximately 0.42± acres from Residential-4 (RES-4) to Commercial (C).

Section 2. That 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. That 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 this Ordinance becomes effective thirty-one (31) days after adoption if no challenge is filed. If this Ordinance is challenged within (30) days after adoption, small scale development amendments do not become effective until the State Land Planning Agency or the Administrative Commission, respectively, issues a final order determining that the adopted small- scale development amendment is in compliance with the law. No development orders, development permits, or land uses dependent on the Comprehensive Plan amendments set forth in this Ordinance may be issued or commenced before it had become effective.

Section 5. That the provisions of this Ordinance may be renumbered or re-lettered to accomplish such intention. The City Clerk is given authority to correct scribes’ errors, such as incorrect Code cross references, grammatical, typographical, misspellings, and similar like errors when codifying this Ordinance.

Passed and ordained by the City Council of the City of Temple Terrace, Florida, this 4th day of November 2025.

(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"

LEGAL DESCRIPTION

5416 Rainbow Drive

GRANDVIEW ACRES UNIT NO 1 THAT PT OF LOT 8 DESC AS BEG AT SWLY COR OF LOT 8 AND RUN NELY ALONG LINE BET LOTS 8 AND 9 59.1 FT THENCE SWLY IN A STRAIGHT LINE 49.2 FT TO PT ON WLY BDRY OF LOT 8, 8 FT NWLY FROM SWLY COR & SELY 8 FT TO BEG AND LOT 9 LESS THAT PT DESC AS BEG AT NELY COR OF LOT 9 RUN SWLY ALONG LINE BET LOTS 8 AND 9, 33.3 FT THENCE NELY IN A STRAIGHT LINE TO PT ON NLY BDRY OF LOT 9, 8 FEET FROM NELY COR & NWLY TO BEG BLOCK 2 BOOK 32 PAGE 19

5418 Rainbow Drive

Lot 10 in Block 2 of GRANDVIEW ACRES #1, according to map or plat thereof recorded in Plat Book 32, on page 19, of the public records of Hillsborough County, Florida.

Comprehensive Plan Amendment Application No. CPA-24-01

Date: October 21, 2025
 To: Mayor Andrew Ross and City Council
 Through: Carlos Baía, City Manager
 Prepared by: Joe Moreda, AICP City Planner

Request: A Small-Scale Comprehensive Plan Map Amendment to **Commercial (C)** from **Residential- 4 (R-4)**.

Property Location: The property is generally located at the northeast corner of Ridgeway Road and Rainbow Drive. It contains a combination of two (2) lots located in the Grandview Acres Unit 1 Subdivision Plat.

The northern lot is folio 201374.0000 (5416 Rainbow Drive) and has road frontage along Rainbow Drive. The southern lot is folio 201383.0000 (5418 Rainbow Drive) and has road frontage along the northeast corner Rainbow Drive and Ridgeway Drive.

Acreage: Approximately 0.42 ± acres

Future Land Use: Residential- 4 / Proposed for Commercial (C)

Existing Zoning: R-10 Single Family Residential

Existing Land Use: Single Family Residential

Adjacent Zoning:

North	–	R-10 Single Family Residential
South	–	R-10 Single Family Residential
East	–	R-10 Single Family Residential
West	–	R-10 Single Family Residential

Adjacent Land Use:

North	–	Single-family residences; parking lot
South	–	Single-family residences
East	–	Parking lot
West	–	Single-Family residences

Adjacent Future Land Use Classification:

North	–	Residential 4 (R-4)
South	–	Residential 4 (R-4)
East	–	Residential 4 (R-4)
West	–	Residential 4 (R-4)

Regulatory Context for Amending the Future Land Use Plan and Plan Implementation

The Future Land Use Plan and Map guide the long-term growth for the City of Temple Terrace and

associated implementation through zoning and land development regulations. The process of reviewing comprehensive plan amendments and rezoning is not the same and they serve different planning purposes.

Future land Use Plan

The Comprehensive Plan includes goals, policies and objectives that guide appropriate placement of all Future Land Use Map Designations. The Map Classification will allow a scope of use that is implemented through zoning and other land development regulations. The standard of review for the **Comprehensive Plan Map Amendment is legislative**.

Plan Implementation

The standard of review for **implementing rezoning is quasi-judicial**. This is an important distinction because once a map amendment is adopted, a rezoning implementing a map change will be reviewed in a quasi-judicial process. In this process it will be the City's burden to rebut the presumption that the use scope in the designation is appropriate, if necessary.

It should be noted that a revision to a Future land Use map designation is not a review of a particular development project or rezoning. Rather the designations serve to guide the type and amount of use that may be appropriate for the mapped property in the context of the Future Land Use Goals, Policies and Objectives.

The designation will guide the implementation through rezoning or other forms of implementation of which may change as part of development and redevelopment. The subject property provided in the legal description of the application is the area of the evaluation provided below.

Amendment Area Context

The subject properties provided in the application is a combination of two (2) residential lots in the Grandview Acres Subdivision Plat. The total area is approximately 0.42 ± acres.

The subject site includes lots which are designed in a single-family residential plat to gain access from Rainbow Drive. The southern (corner) lot also has frontage on Ridgeway Drive.

Rainbow Drive and Ridgeway Drive are local roads.

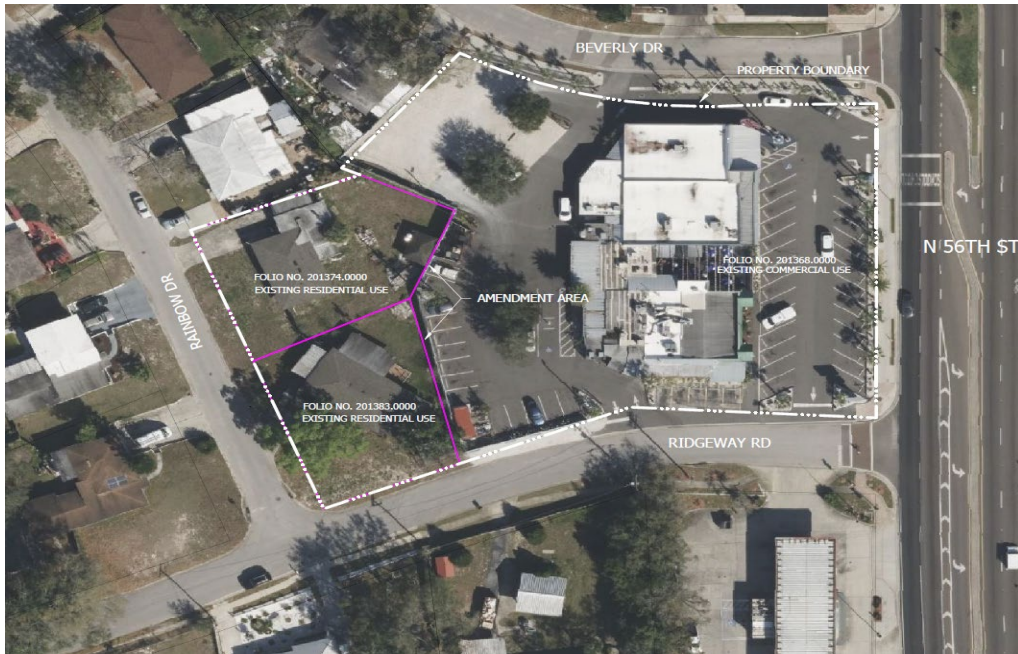
The existing homes to the west of the site are oriented with their front facing Rainbow Drive.

The lots on Ridgeway Road in the south also include single family homes. These homes are oriented with their front facing the site.

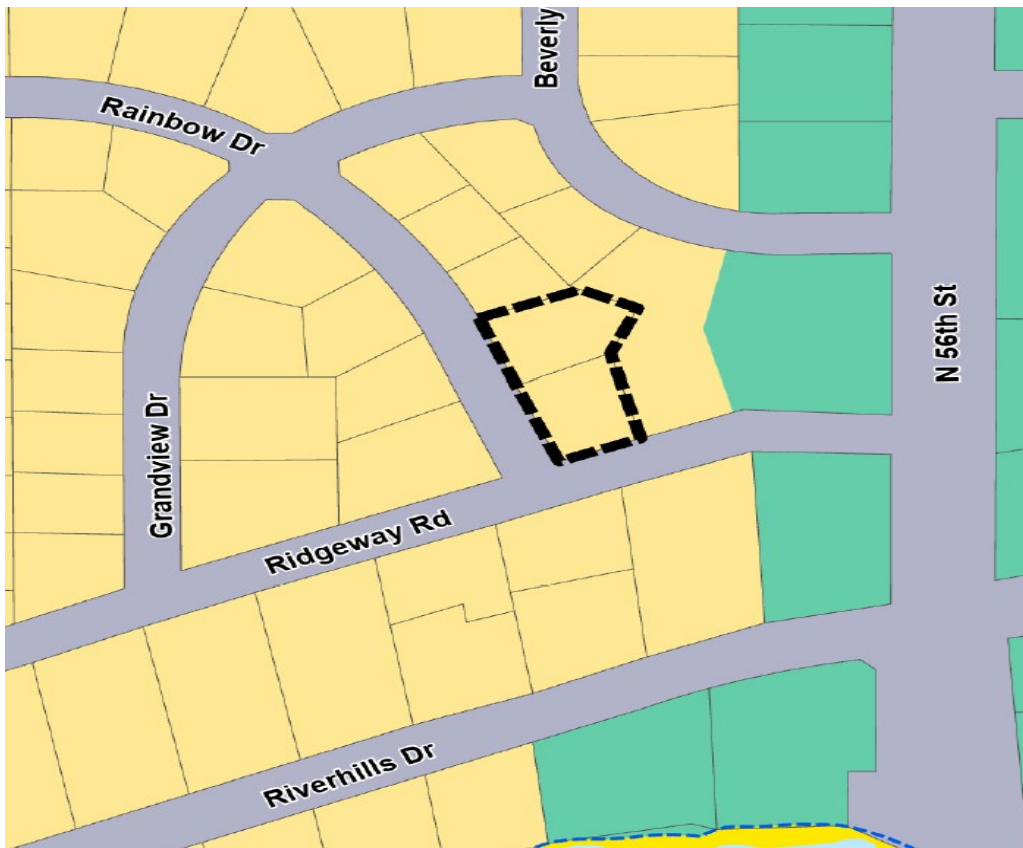
The east or rear orientation of the existing residential lots abut an existing commercial parking lot. The parking lot property has a Future Land Use designation of Residential- 4 is zoned Residential-10.

The subject property has a Future Land Use designation of Residential- 4.

Depicted below: The subject site aerial.



Depicted below: The subject site and Future Land Use Map (Residential 4 / Yellow & DMU 35/Green).



Depicted below: The subject site zoning.



Depicted below: The subject site along Rainbow Drive facing west to existing single-family development.



Proposed Future Land Use Map Designation / Land Use Scope

The proposed Future Land Use map amendment of Commercial (C) allows retail services and office. It does not allow for single family residential. Residential uses are only allowed if located in the same structure and in conjunction with a non-residential use and may not be the sole use of the site.

By contrast, the existing Residential (4) designation does not allow the primary use of commercial or office and allows single family residential.

Review of Locational Factors Provided in Comprehensive Plan

The following factors are used to locate land uses and their mapped boundaries. These factors are also to be considered in determining appropriate locations for Future Land Use Plan map amendments:

- Street Classification: function, size, carrying capacity, planned improvements;
- Structural Orientation: orientation of buildings to each other and to major and minor streets;
- Availability of Public Facilities: availability of municipal utilities, solid waste disposal, recreational, and school sites;
- Existing Development and Development Potential: stability of the area, development trends;
- Ownership Patterns: single lot or large tract ownership as a guide to determine the scale of potential development;
- Hillsborough River; and
- Temple Terrace Golf Course

Criteria Inconsistency

This section below addresses the areas where the site does not align with the guidance provided by **Future Land Use plan criteria noted above**.

Street Classification: function, size, carrying capacity, planned improvements

The streets which provide access to the subject site are local single family subdivision roads. The Commercial designation is anticipated to be located on major roads.

Structural Orientation: orientation of buildings to each other and to major and minor streets

The single-family structures in the area are oriented towards the frontage of the local roads that provide access to them and will be facing the map amendment area property. The subject site will share the same frontage. The relationship of buildings will result in residential homes directly fronting commercial development instead of single-family homes. A design that maintains similar use typologies oriented towards each other is preferable. Also, the existing single-family homes (front) could ultimately face the rear of commercial use inclusive of a six-foot fence located (6) feet from the lot perimeter.

Existing Development and Development Potential: stability of the area, development trends

The existing development on the site is an existing single-family subdivision. The neighborhood appears stable, and the current commercial use pattern terminates at the east of the subject site to the rear of a neighborhood. However, the designation will guide commercial use designed internal to the neighborhood. The subject site will create an enclave on the Future Land Use Map of Commercial (C). Accordingly, the Residential 4 designation area to the east will be flanked by the subject Commercial (C)

and Downtown Mixed Use-35. Because of this, the Residential 4 area to the east may be prone to future map changes which could lead to redevelopment of more intense uses and reassembly with the subject site. This may lead to further intensification of the land use pattern as it relates to the existing neighborhood.

Locational Factors for Evaluation Provided in Comprehensive Plan

Intensities are easily related to other physical characteristics of the community such as the transportation system. Under this approach, land use intensities are related to transportation based locational criteria in the following manner:

- Minor and major arterials, which provide through traffic routes, form the boundaries of neighborhoods and special use areas;
- High intensity uses, which are heavy trip generators, are oriented toward major streets and transit nodes;
- Local streets provide quiet, safe, low volume traffic which assists in preserving the residential atmosphere of the neighborhoods; and
- Low intensity uses, which generate few vehicular trips, are oriented toward local streets as a way of preserving the residential atmosphere of neighborhoods.

Criteria Inconsistency

This section provides the areas where the site does not align with the guidance provided by **Future Land Use plan criteria noted above**.

The Location Factors above provide that local streets should be used to "...provide quiet, safe, low volume traffic which assists in preserving the residential atmosphere of the neighborhoods; and Low intensity uses, which generate few vehicular trips, are oriented toward local streets as a way of preserving the residential atmosphere of neighborhoods."

The property proposed for Commercial (C) is located on a local street.

Future Land Use Objectives and Policies Evaluated for Proposed Map Change

LU Objective 3.1: *Require all non-residential development to meet locational criteria contained in the Comprehensive Plan.*

LU Policy 3.1.1: Prohibit the expansion or replacement of commercial uses which do not meet applicable locational criteria and have an adverse impact on adjoining or nearby uses.

LU Policy 3.1.2: Locate neighborhood commercial uses at the intersections of collector and arterial roads in areas accessible to residential neighborhoods. Neighborhood commercial uses shall not be located interior to residential neighborhoods nor located in a manner which will encourage the use of local streets for non-residential traffic, unless as part of a village, overlay, mixed-use, or other site-plan controlled development.

LU Objective 3.1, Policy 3.1.1 and Policy 3.1.2 Evaluation: As noted above, the site is inconsistent with the locational criteria. Also, the site is located interior to a residential neighborhood and may encourage the use of local streets for non-residential.

LU Policy 2.1.1 *Protect stable residential neighborhoods from incompatible land uses; blighting influences; and the impacts of infill, redevelopment, and new development.*

LU Policy 2.1.1 Evaluation

The proposed designation will facilitate commercial site designs that are internal to an existing neighborhood and less compatible with the existing single family.

The home orientation along the west side of Rainbow Drive oriented toward the intended commercial redevelopment.

Depicted below: The orientation of the homes along the south side of Rainbow Drive oriented towards proposed Commercial designation (facing east).



Depicted below: The orientation of the home along the south side of Ridgeway Road oriented towards proposed Commercial designation (facing north).



Hillsborough County City-County Planning Commission Review

The Hillsborough County City-County Planning Commission held a public hearing and adopted a resolution for TT/CPA-24-01 on September 9, 2024. The resolution found the requested map amendment is **inconsistent** with the Imagine 2040: Temple Terrace Comprehensive Plan.

Hillsborough County City-County Planning Commission Staff Review

The Planning Commission Staff Report also references several policies supporting their finding of **inconsistency**.

The complete staff report and Planning Commission Resolution are **attached**.

Development Review Committee Comprehensive Plan Consistency Finding

The Future Land Use Map designations establish the type, scope and amount of land use to guide implementation through rezoning and site plans. If approved, the placement of the Commercial (C) designation will guide development for commercial retail services, office to this location of the Future Land Use Plan Map. The map designation does not allow single family residential.

The placement of the designation internal to the neighborhood will reorganize the subdivision design and uncouple the property from the existing single-family neighborhood. It will guide commercial development directly in front of existing single-family homes on a local neighborhood road designed to serve the existing single-family subdivision.

The resulting commercial use will not have a functional relationship with or complement the existing single-family neighborhood. The location of the Commercial (C) designation will be create a Commercial designation enclave that will flank the residential categories and zoning to the east. This may encourage revising these designations to sustain additional commercial entitlements and future redevelopment for reassembly of the subject property.

The existing Residential 4 map designation reflects a more appropriate Future Land Use Map designation for placement internal to an existing single-family neighborhood.

A review of the Planning Commission Staff Report, the Resolution for TT/CPA 24-01 and the Future Land Use Plan Locational Factors and polices as they align with the proposed application Commercial (C) leads to a conclusion of inconsistency.



**Hillsborough County
City-County
Planning Commission**

**City of Temple Terrace: TT/CPA 24-01 Future Land Use Map
Amendment – 5416 and 5418 Rainbow Drive**

Meeting Date	September 9, 2024
Meeting Type	Public Hearing
Staff Planner	Yeneka Mills, millsy@plancom.org ; (813) 547-4373
Action Necessary	Yes
Attachments	Resolution, Map Series, Agency Comments, Site Photos, Citizen Comments and Application

Staff Report and Recommendation

Planning Commission staff finds the proposed request inconsistent with the *Temple Terrace Comprehensive Plan*.

Request for Plan Amendment

Application Type: Privately Initiated
Location: Northeast intersection of Rainbow and Ridgeway Drive, west of 56th Street
Folio Numbers: 201374.0000 and 201383.0000
Acreage: 0.42± Acres
Adopted Future Land Use: Temple Terrace Residential- (R-4)
Proposed Future Land Use: Temple Terrace Commercial (C)
Existing Land Use: Single-Family Home

Summary Information

Vision Map Designations: Adjacent to Central Business District
Urban Service Area: Yes
Community Plan Area: Not Applicable
Neighborhood: N/A
Roadways: Rainbow Drive is a Local
Agency Review Comments: All agency comments are provided in Appendix C
Applicable Plan Sections: Future Land Use Element: Neighborhood Conservation, Non-Residential Development, Growth Management, Multi-modal Corridors and Major Activity Centers
Wellhead Protection Area: N/A
Other Considerations: The subject site is within FEMA Flood Zone X

1. Request for Plan Amendment

1.1 Potential Impacts of the Proposed Change

Based on the information provided in the table below, the proposed amendment would increase the non-residential potential while removing the potential for residential uses.

Standard	Adopted Future Land Use	Proposed Future Land Use
Future Land Use(s)	Temple Terrace Residential-4 (R-4)	Temple Terrace Commercial (C)
Maximum residential development (du/ga)	1 Dwelling Units (4 Dwelling Units per Gross Acre)	Typically, does not allow for consideration of residential uses, residential (only allowed when within the same structure and in conjunction with a non-residential use; and may not be the sole use on a site.
Maximum non-residential development potential (floor area ratio)	Does not allow for consideration of non-residential uses	9,147 square feet of non-residential uses (0.50 Floor Area Ratio).
Range of allowable uses	Single Family Residential	Retail Services and Office uses

Table 1 - This table shows the potential impacts of changing 0.42± acres from Temple Terrace Residential-4 to Temple Terrace Commercial.

1.2 Context of the Proposed Change

The 0.42± acre subject site, outlined below is within the Grandview Acres subdivision. The applicant is requesting to change the Future Land Use designation of this parcel from Temple Terrace Residential-4 to Temple Terrace Commercial. If approved, this privately initiated amendment would introduce non-residential development within an area that is predominately residential in nature, while also removing the potential to develop residential, unless within the same structure.



An aerial map of the subject site and the surrounding properties of TT/CPA 24-01

1.3 Existing Land Use and the Surrounding Development Pattern

The subject site is generally located at the northeast intersection of Rainbow Drive and Ridgeway Drive, north of Riverhills Drive and the Hillsborough River, west of 56th Street and south of Busch Boulevard, more specifically within the Grandview Acres subdivision. The subject site contains two parcels, of which both are developed with single family residential. Other than the non-residential uses along 56th Street to the east, single family residential surrounds the subject site to the north, south and west. **(Refer to Figure 1 and Attachment B Map Series – Existing Land Use Map).**

1.4 Future Land Use(s)

The subject site is currently designated Residential-4. Single-family homes on individual lots are the predominant use within the Residential-4 Future land use designation. Under the current Future Land Use, commercial uses are not permissible. The parcels to the west, south, and north also have a designation of Residential-4. The parcels to the east, along 56th Street, are designated Downtown Mixed Use-35. The Downtown Mixed Use-35 category provides for commercial, retail, office, office services, personal and professional services, restaurants, parks, recreation, entertainment, institutional, postal facilities, public/semi-public, medium and high density residential. **(Refer to Attachment B Map Series – Adopted Future Land Use Map).**

1.5 Proposed Future Land Use Change

As noted in the table above, the applicant is requesting to amend the site's Future Land use category from Residential-4 to Commercial. Predominant uses in the commercial areas would be those that provide convenience or specialty retail goods and services, including offices, for residents of the immediate area or motorists passing through. Typical establishments would include grocery stores, druggists, cleaners, beauty salons, restaurants, apparel, household goods, minor repair, etc. uses at a 0.50 floor area ratio, at appropriate locations in Temple Terrace. Residential uses may be included as a component of planned developments or as mixed-use, however, must be in the same structure. **(Refer to Attachment B Map Series-Proposed Future Land Use Map)**

1.6 Applicable Comprehensive Plan Policies and Criteria

Future Land Use– Goals, Objectives, and Policies

LU Policy 1.4.6: Work to protect, stabilize, and enhance its existing residential neighborhoods, which has established the City as a compact socially-close community, while it fosters additional residential living choices, such as live-work units, mixed-use structures, condominiums, townhomes, and housing for the elderly (also see ADUs aka granny flats, as described in the Plan Categories), housing for those of modest means, including university students, empty nesters, service workers, and those just embarking on their careers.

Neighborhood Conservation

LU GOAL 2: To achieve a well-balanced and well-organized combination of residential, non-residential, recreational, and public uses served by a convenient and efficient transportation network while protecting and preserving the fabric and character of the City's neighborhoods.

LU Objective 2.1: Continue to maintain adequate land designated for residential uses, including multi-family and mixed-use residential, which can accommodate the projected population and provide safe, decent, sanitary, and affordable housing opportunities for the current and future citizens of Temple Terrace.

LU Policy 2.1.1: Protect stable residential neighborhoods from incompatible land uses; blighting influences; and the impacts of infill, redevelopment, and new development.

LU Objective 2.2: Protect single-family residential neighborhoods by requiring that any other land uses within single-family areas meet applicable locational criteria.

LU Policy 2.2.3: Protect single-family attached and detached housing in traditional low density residential neighborhood settings from encroachment from non-residential uses or the negative effects thereof through separation and buffering of non-residential uses from residential uses, except as may be provided for by site-plan controlled non-residential/residential mixed-use developments.

LU Policy 2.2.5: When non-residential development abuts residential neighborhoods because the non-residential development is external to the residential neighborhood and located on a collector or arterial street with side or rear exposure to the residential neighborhood, then the non-residential development must buffer itself or be buffered from the residential neighborhood through the use of physical buffering, setbacks, height restrictions, massing limitations, and other such design and development practices and provisions, which protect the integrity, quiet, and peaceful use of the residential neighborhood.

Non-residential Development

LU Policy 3.1.3: Buffer existing residential uses from the negative impacts of non-residential development (physical, visual, or auditory) by assuring that these negative impacts are accommodated by appropriate design. Recognize that residential development within the downtown CRA, especially DMU-35 designated areas, may be more urban in character, where differing uses are mixed or only separated by service alleys or similar conscious designs.

LU Policy 3.3.3: Limit construction of parking lots with ingress/egress into residential neighborhoods. When access is required to be located off a major roadway, such access shall conform to the City's and/or state's minimum curb cut separation distance requirements as applicable. If ingress/egress is necessitated by special circumstances allowed by the City among its limits, such ingress/egress shall be as fully buffered from the neighborhood as possible and reasonable.

Multi-modal Corridors and Major Activity Centers

LU Policy 3.5.5: Require that the scale and massing of new development in major activity centers and along major multi-modal corridors provide appropriate transitions in building height and bulk that are sensitive to the physical and visual character of adjoining neighborhoods that have lower development intensities and building heights.

Growth Management

LU GOAL 8: To manage growth so that the delivery of public facilities and services will occur in a fiscally and environmentally responsible manner, which will support development and redevelopment in the City.

LU Policy 8.3.7: Ensure that the location and timing of new development will be coordinated with the City's ability to provide public facilities through implementation of growth management measures such as development phasing, programming of public facilities and zoning and subdivision regulations.

1.7 Staff Analysis

The approximately 0.42-acre subject site is currently recognized under the Residential-4 Future Land Use designation. The request is to amend the Future Land Use designation to Commercial. The subject site is on the periphery of the Central Business District (Busch Boulevard/56th Street) as well as the area adjacent to the east which is intended to promote the City's Community Redevelopment Area (CRA). The subject site consists of two parcels, both are currently developed with single-family detached homes. Other than the non-residential uses along 56th Street, the surrounding development pattern consists predominantly of single-family detached units. The proposed Commercial Future Land use would be an encroachment into a residential area as described in (LU Policy 2.2.3), as well as introduce the potential for Commercial General (CG) and Commercial Office (CO) zoning districts on the subject site and has the potential to create undue negative noise and visual impacts, which would be detrimental to this stable residential area (*LU 3.5.5 Policies*).

As noted on the application the applicant intends to expand parking for a commercial establishment that is located east of the subject site. It should be noted that the parcel directly to the east is partially designated as Residential-4 but is currently being used for commercial purposes. It is staff's understanding that this use was approved as a conditional zoning under previous land development code regulations. Under the current Temple Terrace Comprehensive Plan and Land Development Code this use would not be allowed.

One of the principles of the Temple Terrace Comprehensive Plan is neighborhood preservation and to protect stable neighborhoods. (Goal 2, *LU Policies 2.1.1 and 2.2*). Any introduction of intensive uses on the site would be detrimental to the residential environment and character that presently exists. Approval of this request could set a precedent for other adjacent parcels to follow suit, severely disrupting the residential character of the area. The Comprehensive Plan calls for sensitive transitions between adjoining areas and for commercial uses to be appropriately buffered from residential uses, along with the Land Development Code, which provides buffering and screening requirements if commercial uses are developed next to residential uses (*LU Policy 2.2.5*).

Though they did not object, a cursory traffic analysis provided by the Hillsborough County Planning Commission – Transportation Staff indicates the proposed Future Land Use category has the potential to generate a significant amount of PM peak hour direction trips, if TT/CPA 24-01 was approved by Temple Terrace City Council. (*For further detail see Attachment C- Agency Comments*).

Based on the analysis contained in this report, the proposed map amendment would not further the policy direction and other provisions of the *Temple Terrace Comprehensive Plan*, prove to be incompatible with the surrounding land uses, and is not character with the vision for this area of Temple Terrace. Staff finds the map amendment request inconsistent with the vision, goals, objectives, and policy direction (noted previously) contained in the *Temple Terrace Comprehensive Plan*.

1.8 Recommendation

Find the proposed Future Land Use designation change for **City of Temple Terrace TT/CPA 24-01** from Residential-4 to Commercial on 0.42± acres, **INCONSISTENT** with the *Temple Terrace Comprehensive Plan*, and forward this recommendation to Temple Terrace City Council.

Attachment A: Resolution



Resolution: City of Temple Terrace Comprehensive Plan Amendment - TT/CPA 24-01

September 9, 2024

City of Temple Terrace Comprehensive Plan Amendment

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 adopted by the City of Temple Terrace on January 19, 2016 (Ordinance 1384); and

WHEREAS, the Hillsborough County City-County Planning Commission received a privately initiated map amendment to the *Temple Terrace Comprehensive Plan*; and

WHEREAS, the Hillsborough County City-County Planning Commission and Temple Terrace City Council adopted the Procedures Manual for Amendments to the *Temple Terrace Comprehensive Plan* on December 7, 2021; as amended; and

WHEREAS, the Hillsborough County City-County Planning Commission staff reviewed Temple Terrace Comprehensive Plan Amendment TT/CPA 24-01 that proposes a future land use designation to Commercial on two parcels located at 5416 and 5418 Rainbow Drive; and

WHEREAS, the Hillsborough County City-County Planning Commission reviewed the proposed map amendment, has considered existing/future development patterns and community facilities, as well as the adopted goals, objectives, and policies of the *Temple Terrace Comprehensive Plan* as follows:

Future Land Use– Goals, Objectives, and Policies

LU Policy 2.1.1: Protect stable residential neighborhoods from incompatible land uses; blighting influences; and the impacts of infill, redevelopment, and new development.

LU Objective 2.2: Protect single-family residential neighborhoods by requiring that any other land uses within single-family areas meet applicable locational criteria.

LU Policy 2.2.3: Protect single-family attached and detached housing in traditional low density residential neighborhood settings from encroachment from non-residential uses or the negative effects thereof through separation and buffering of non-residential uses from residential uses, except as may be provided for by site-plan controlled non-residential/residential mixed-use developments.

LU Policy 2.2.5: When non-residential development abuts residential neighborhoods because the non-residential development is external to the residential neighborhood and located on a collector or arterial street with side or rear exposure to the residential neighborhood, then the non-residential development must buffer itself or be buffered from the residential neighborhood through the use of physical buffering, setbacks, height restrictions, massing limitations, and other such design and development practices and provisions, which protect the integrity, quiet, and peaceful use of the residential neighborhood.

Non-residential Development

LU Policy 3.1.3: *Buffer existing residential uses from the negative impacts of non-residential development (physical, visual, or auditory) by assuring that these negative impacts are accommodated by appropriate design. Recognize that residential development within the downtown CRA, especially DMU-35 designated areas, may be more urban in character, where differing uses are mixed or only separated by service alleys or similar conscious designs.*

LU Policy 3.5.5: *Require that the scale and massing of new development in major activity centers and along major multi-modal corridors provide appropriate transitions in building height and bulk that are sensitive to the physical and visual character of adjoining neighborhoods that have lower development intensities and building heights.*

WHEREAS, Planning Commission staff determined that TT/CPA 24-01 is inconsistent with the goals, objectives, and policies of the *City of Temple Terrace Comprehensive Plan*

NOW, THEREFORE, BE IT RESOLVED, that the Hillsborough County City-County Planning Commission finds the *City of Temple Terrace Comprehensive Plan* TT/CPA 24-01 INCONSISTENT with the Temple Terrace Comprehensive Plan and forwards it to the Temple Terrace Council for denial.

The above resolution for TT/CPA 24-01 was adopted by the Planning Commission on September 9, 2024

By motion of Commissioner [Choose an item.](#)
Seconded by Commissioner [Choose an item.](#)

Commissioner Joseph, Chair	Choose an item.
Commissioner Bowden	Choose an item.
Commissioner Buzza	Choose an item.
Commissioner Cardenas	Choose an item.
Commissioner Cona	Choose an item.
Commissioner Fernandez	Choose an item.
Commissioner Kress, AICP, Member-at-Large	Choose an item.
Commissioner Louk, Vice Chair	Choose an item.
Commissioner Saria	Choose an item.
Commissioner Sieben	Choose an item.

Commissioner Joseph, **Chairman**

Melissa Zornitta, FAICP
Executive Director

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Attachment B: Map Series

FIGURE 1
**TEMPLE TERRACE
 GENERAL LOCATION MAP**
**JUNE 2024
 PLAN AMENDMENT SUBMITTAL**

LEGEND

-  PLAN AMENDMENT
-  JURISDICTION BOUNDARY
-  COUNTY BOUNDARY
-  URBAN SERVICE AREA
-  TAMPA SERVICE AREA
-  COASTAL HIGH HAZARD AREA
-  WATER

- TT/CPA 24-01** EAST SIDE OF RAINBOW DRIVE,
NORTH OF RIDGEWAY DRIVE
- TT/CPA 24-02** EAST SIDE OF RAULERSON RANCH
ROAD, SOUTH OF E. FOWLER
AVENUE

JURISDICTION BOUNDARIES: Hillsborough County City-County Planning Commission
 URBAN SERVICE AREA BOUNDARIES: Hillsborough County City-County Planning Commission
 ACCURACY: It is intended that the accuracy of the base map comply with U.S. map
 accuracy standards. However, such accuracy is not guaranteed by the Hillsborough County
 City-County Planning Commission.

0 1,000 2,000 4,000 6,000
 Feet



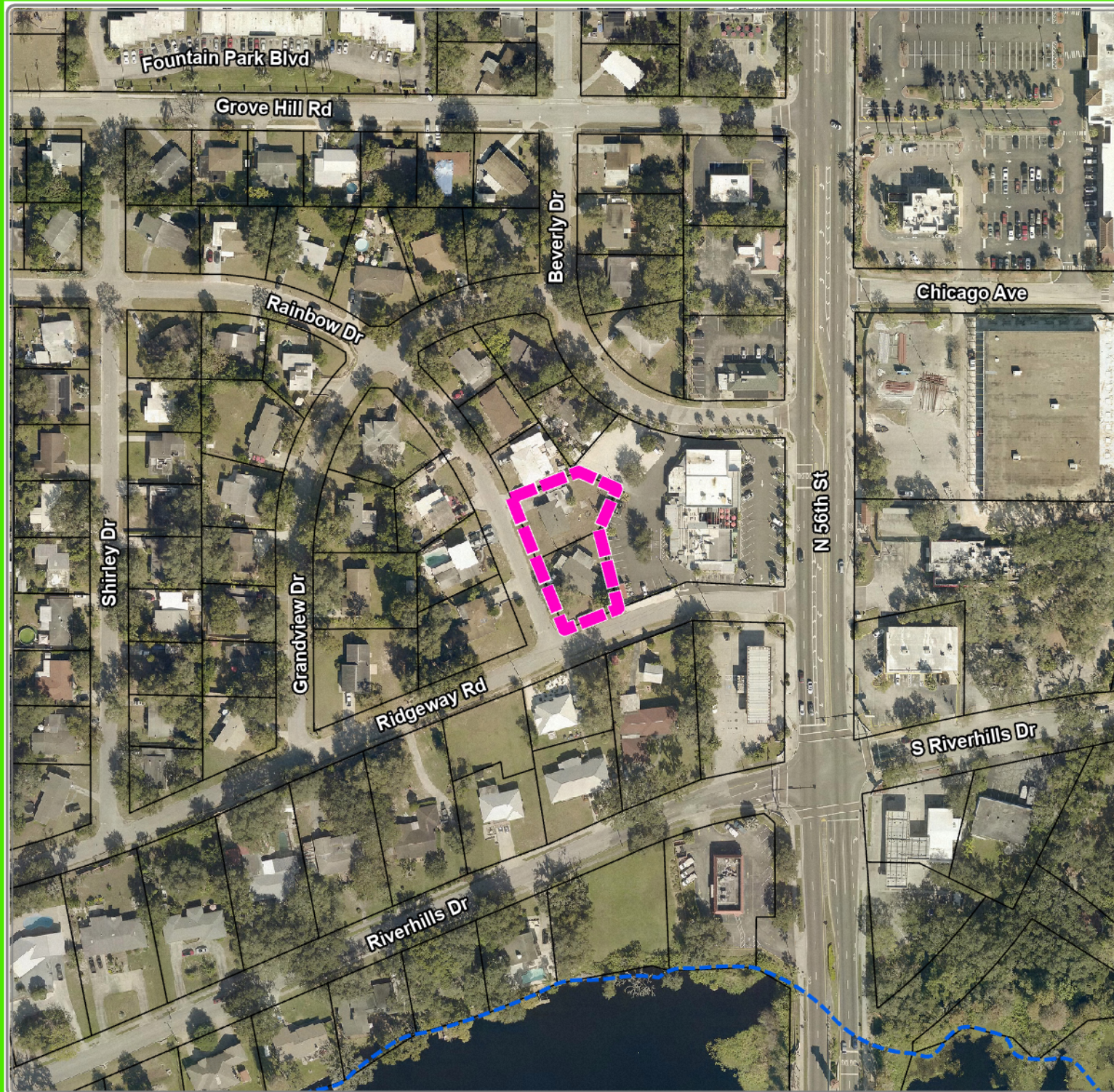


FIGURE 2
CITY OF TEMPLE TERRACE
AERIAL PHOTOGRAPHY

TT/CPA 24-01

LEGEND

--- PLAN AMENDMENT BOUNDARY

AERIAL PHOTOGRAPHY 2021: Hillsborough County Property Appraiser.
PARCELS: Hillsborough County Property Appraiser.
JURISDICTION BOUNDARIES: Hillsborough County City-County Planning Commission
ACCURACY: It is intended that the accuracy of the base map comply with U.S. map accuracy standards. However, such accuracy is not guaranteed by the Hillsborough County City-County Planning Commission.

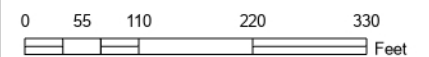




FIGURE 3

**TEMPLE TERRACE
EXISTING LAND USE**

TT/CPA 24-01

LEGEND

PLAN AMENDMENT BOUNDARY

— PLAN AMENDMENT BOUNDARY

EXISTING LAND USE

- SINGLE FAMILY / MOBILE HOME
- TWO FAMILY
- MULTI-FAMILY
- HOA / COMMON PROPERTY
- GROUP HOMES
- MOBILE HOME PARK
- VACANT
- PUBLIC / QUASIPUBLIC / INSTITUTIONS
- PUBLIC COMMUNICATIONS / UTILITIES
- RIGHT OF WAY
- EDUCATIONAL
- HEAVY COMMERCIAL
- LIGHT COMMERCIAL
- HEAVY INDUSTRIAL
- LIGHT INDUSTRIAL
- MINING
- RECREATION / OPEN SPACE
- AGRICULTURAL
- NATURAL
- WATER
- UNKNOWN
- NOT CLASSIFIED

ROADS AND BOUNDARY LINES

- JURISDICTION BOUNDARY
- COUNTY BOUNDARY
- URBAN SERVICE AREA
- TAMPA SERVICE AREA
- COASTAL HIGH HAZARD AREA

EXISTING LAND USE: Derived from Property Appraiser parcels and NAL DOR Codes
PARCELS: Hillsborough County Property Appraiser
JURISDICTION BOUNDARIES: Hillsborough County City-County Planning Commission
URBAN SERVICE AREA BOUNDARIES: Hillsborough County City-County Planning Commission

ACCURACY: It is intended that the accuracy of the base map comply with U.S. map accuracy standards. However, such accuracy is not guaranteed by the Hillsborough County City-County Planning Commission.

0 55 110 220 330

Feet

**Hillsborough County
City-County
Planning Commission**

N

14

Author: McAdooJ Date: 6/27/2024

Path: G:\PlanAmendments\TT\TTTPA\tpa2401\elu.aprx

Page 338 of 417



FIGURE 4
TEMPLE TERRACE
FUTURE LAND USE
TT/CPA 24-01

LEGEND

PLAN AMENDMENT BOUNDARY

TEMPLE TERRACE FUTURE LAND USE

- RESIDENTIAL - 4
- RESIDENTIAL - 9
- RESIDENTIAL - 18
- COMMUNITY MIXED USE-12
- URBAN MIXED USE-20
- OFFICE/INSTITUTIONAL
- DOWNTOWN MIXED USE-35
- COMMERCIAL
- RESEARCH/CORPORATE PARK
- INDUSTRIAL
- PUBLIC/SEMI-PUBLIC
- PARK/RECREATION OPEN SPACE
- NATURAL PRESERVATION
- TRANSITIONAL AREA (DUE TO ANNEXATION)

ENVIRONMENTALLY SENSITIVE AREAS

- ENVIRONMENTALLY SENSITIVE AREAS

ROADS AND BOUNDARY LINES

- JURISDICTION BOUNDARY
- COUNTY BOUNDARY
- URBAN SERVICE AREA
- TAMPA SERVICE AREA
- COASTAL HIGH HAZARD AREA

TAMPA FUTURE LAND USE

- RURAL ESTATE-10
- RESIDENTIAL-3
- RESIDENTIAL-6
- RESIDENTIAL-10
- RESIDENTIAL-20
- RESIDENTIAL-35
- RESIDENTIAL-50
- RESIDENTIAL-83
- SUBURBAN MIXED USE-3
- SUBURBAN MIXED USE-6
- NEIGHBORHOOD MIXED USE-16
- NEIGHBORHOOD MIXED USE-24
- NEIGHBORHOOD MIXED USE-35
- GENERAL MIXED USE-24
- URBAN MIXED USE-60
- COMMUNITY MIXED USE-35
- TRANSITIONAL USE-24
- REGIONAL MIXED USE-100
- MUNICIPAL AIRPORT COMPATIBILITY
- COMMUNITY COMMERCIAL-35
- LIGHT INDUSTRIAL
- HEAVY INDUSTRIAL
- RECREATIONAL/OPEN SPACE
- PUBLIC/SEMI-PUBLIC
- MAJOR ENVIRONMENTALLY SENSITIVE AREAS
- CENTRAL BUSINESS DISTRICT
- MAC DILL AIR FORCE BASE
- WATER
- RIGHT OF WAY
- TRANSITIONAL AREA (DUE TO ANNEXATION)

FUTURE LAND USE: Hillsborough County City-County Planning Commission
PARCELS: Hillsborough County Property Appraiser
JURISDICTION BOUNDARIES: Hillsborough County City-County Planning Commission
URBAN SERVICE AREA BOUNDARIES: Hillsborough County City-County Planning Commission
ACCURACY: It is intended that the accuracy of the base map comply with U.S. map accuracy standards. However, such accuracy is not guaranteed by the Hillsborough County City-County Planning Commission.



Author: McAdooJ
Date: 6/13/2024
Path: G:\PlanAmendments\TT\TPA\tpa2401flu.aprx





FIGURE 5
TEMPLE TERRACE
PROPOSED FUTURE LAND USE
TT/CPA 24-01
FROM: RESIDENTIAL - 4
TO: COMMERCIAL

- LEGEND
- PLAN AMENDMENT BOUNDARY
- TEMPLE TERRACE FUTURE LAND USE
- RESIDENTIAL - 4
 - RESIDENTIAL - 9
 - RESIDENTIAL - 18
 - COMMUNITY MIXED USE-12
 - URBAN MIXED USE-20
 - OFFICE/INSTITUTIONAL
 - DOWNTOWN MIXED USE-35
 - COMMERCIAL
 - RESEARCH/CORPORATE PARK
 - INDUSTRIAL
 - PUBLIC/SEMI-PUBLIC
 - PARK/RECREATION OPEN SPACE
 - NATURAL PRESERVATION
 - TRANSITIONAL AREA (DUE TO ANNEXATION)
- ENVIRONMENTALLY SENSITIVE AREAS
- ENVIRONMENTALLY SENSITIVE AREAS
- ROADS AND BOUNDARY LINES
- JURISDICTION BOUNDARY
 - COUNTY BOUNDARY
 - URBAN SERVICE AREA
 - TAMPA SERVICE AREA
 - COASTAL HIGH HAZARD AREA
- TAMPA FUTURE LAND USE
- RURAL ESTATE-10
 - RESIDENTIAL-3
 - RESIDENTIAL-6
 - RESIDENTIAL-10
 - RESIDENTIAL-20
 - RESIDENTIAL-35
 - RESIDENTIAL-50
 - RESIDENTIAL-83
 - SUBURBAN MIXED USE-3
 - SUBURBAN MIXED USE-6
 - NEIGHBORHOOD MIXED USE-16
 - NEIGHBORHOOD MIXED USE-24
 - NEIGHBORHOOD MIXED USE-35
 - GENERAL MIXED USE-24
 - URBAN MIXED USE-60
 - COMMUNITY MIXED USE-35
 - TRANSITIONAL USE-24
 - REGIONAL MIXED USE-100
 - MUNICIPAL AIRPORT COMPATIBILITY
 - COMMUNITY COMMERCIAL-35
 - LIGHT INDUSTRIAL
 - HEAVY INDUSTRIAL
 - RECREATIONAL/OPEN SPACE
 - PUBLIC/SEMI-PUBLIC
 - MAJOR ENVIRONMENTALLY SENSITIVE AREAS
 - CENTRAL BUSINESS DISTRICT
 - MAC DILL AIR FORCE BASE
 - WATER
 - RIGHT OF WAY
 - TRANSITIONAL AREA (DUE TO ANNEXATION)

FUTURE LAND USE: Hillsborough County City-County Planning Commission
PARCELS: Hillsborough County Property Appraiser
JURISDICTION BOUNDARIES: Hillsborough County City-County Planning Commission
URBAN SERVICE AREA BOUNDARIES: Hillsborough County City-County Planning Commission
ACCURACY: It is intended that the accuracy of the base map comply with U.S. map accuracy standards. However, such accuracy is not guaranteed by the Hillsborough County City-County Planning Commission.

0 95 190 380 570 Feet

Author: McAdooJ
Date: 6/27/2024
Path: G:\PlanAmendments\TT\TPA\tpa2401flu_proposed.aprx

Hillsborough County
City-County
Planning Commission

16

Attachment C: Agency Comments



City of Temple Terrace CPA 24-01

Request: Temple Terrace Residential-4 to Temple Terrace Commercial located at 5416 and 5418 Rainbow Drive

Analysis of the Amendment

Infrastructure and Public Facilities

Potable Water

The subject area is within the City of Temple Terrace Service area. County Water Service will not be available to the Subject Property.

Wastewater

The subject area is within the City of Temple Terrace Service area. County Wastewater Service will not be available to the Subject Property.

Affordable Housing

No objections, comments, or concerns.

Zoning and Regulatory Compliance

No objections, comments, or concerns.

Conservation and Environmental Lands Management

No objections, comments, or concerns.

Economic Development

No objections, comments, or concerns.

Fire Rescue

No objections, comments, or concerns.

City of Temple Terrace CPA 24-01

Request: Temple Terrace Residential-4 to Temple Terrace Commercial located at 5416 and 5418 Rainbow Drive

Hazard Mitigation

No objections, comments, or concerns.

Agribusiness Development

No objections, comments, or concerns.

Office of Emergency Management

5416/5418 Rainbow Dr. Temple Terrace FL 33617

- Acreage: 0.42
- Existing Land Use: Single Family Residential
- Adopted Land Use: Residential-4
- Proposed Future Land Use: Commercial
- Property is in FEMA Flood Zone: X
- Property is located in Evacuation Zone: Currently Not in an Evacuation Zone

Based on our review and overall assessment of the amendment, it aligns well with the current goals of the Local Mitigation Strategy (LMS), specifically page 42 referencing “Improved Built Environment”. The complete Local Mitigation Strategy may be found at on the Hillsborough County website [Hillsborough County Multi-jurisdictional Local Mitigation Strategy - 2020 Plan Update \(contentstack.io\)](#).

Community and Infrastructure Planning

The following are comments based on the information provided:

1. There was no analysis provided to Hillsborough County regarding the future impacts of the proposed change, as required by Florida Statute 163.3177(6)(a)(2) “...The future land use plan and plan amendments shall be based upon surveys, studies, and data regarding the area, as applicable, including: ... The availability of...public facilities, and services.”. Hence, we are unable to determine the impact of this comprehensive plan amendment on Hillsborough County infrastructure.

City of Temple Terrace CPA 24-01

Request: Temple Terrace Residential-4 to Temple Terrace Commercial located at 5416 and 5418 Rainbow Drive

2. **Abutting roadways:** The subject amendment abuts Ridgeway Road and Rainbow Drive. Both Ridgeway Road and Rainbow Drive are Temple Terrace maintained roadways.

Roadways within 0.25 miles from the subject parcels: North 56th Street is within 0.25 miles from the subject amendment and is a Florida Department of Transportation (FDOT) maintained roadway. North 56th Street is currently 4 lanes with no plans to be improved according to the Corridor Preservation Plan and there are no programmed improvements in the Capital Improvement Program or the 2045 Long Range Transportation Plan Cost Feasible Projects.

Traffic impact: In the absence of a traffic study, C&IP believes that the proposed amendment will have an increase of approximately 616 daily and 60 PM peak hour trips. Since the adopted Future Land Use (FLU) doesn't allow for a commercial land use, no comparison in generated trips was completed. Table 1 lists impacted county and FDOT maintained roadways.

3. Additionally, the development will rely on county-owned and -maintained roadway infrastructure and since the parcels are in the jurisdiction of Temple Terrace, it should be noted that there is no mechanism to ensure adequate county transportation facilities are planned and funded to support the proposed development.

Table 1: Impacted Roads Maintained by Hillsborough County and/or FDOT

Roads Impacted by the Amendment				
Road Section	Number of Lanes	Maintaining Jurisdiction	Functional Classification	Context Classification
N 56 th Street	4	FDOT	Principal Arterial ¹	C3C ²

Source: ¹ 2005 Approved Hillsborough County Functional Classification Map, 2024. ² Hillsborough County Comprehensive Plan 2021 Context Classification Map, 2024.

Conclusion

Hillsborough County departments have completed a review of the information provided. Water Resources commented that the subject site is within the city of Temple Terrace Service Area and Office of Emergency Management remarked that this proposed FLU amendment is in line with Hillsborough County Multi-Jurisdictional Local Mitigation Strategy (LMS). In the absence of a traffic study, C&IP finds there will be an increase of 616 daily trips and 60 PM peak hour trips.



Hillsborough Transit Authority

1201 E. 7th Avenue • Tampa, Florida 33605
(813) 384-6600 • fax (813) 384-6284 • www.goHART.org



Memorandum

TO: Gail Reese, Administrative Coordinator
Hillsborough County City-County Planning Commission

FROM: Omar Peerzada, Senior Mobility Project Planner (peerzadao@gohart.org)
Hillsborough Area Regional Transit Authority (HART)

DATE: July 09, 2024

RE: Temple Terrace Comprehensive Plan Amendments (TT/CPA 24-01 and 24-02)

HART staff has reviewed the following Temple Terrace Comprehensive Plan amendments (TT/CPA 24-01 and 24-02) and submits the following comments:

TT/CPA 24-01: This site is served by Routes 6 and 39. Please consider mobility improvements such as sidewalk connections for the site (alongside Rainbow Dr. and Ridgeway Rd.) To access either stop, pedestrians would need to cross the intersection of Riverhills Dr. and 56th St.

TT/CPA 24-02: This site is not directly served by any existing HART Route. Route 48 is the closest one which serves Netpark Transfer Center to UATC via Harney Rd., Davis Rd., and Fowler Ave. While HART does not plan to serve this site, we are open to collaboration with any future development on the site to explore transit solutions for residents.

General Comments: HART staff appreciates the opportunity to provide input on rezonings and collaborate on future development to ensure transit planning and land use is coordinated in Temple Terrace and across Hillsborough County. For development in proximity to existing transit service or ones where fixed-route transit is not planned, HART staff encourages further dialogue on measures that can improve transit access.

Thank you,

Omar Peerzada
Senior Mobility Project Planner
Hillsborough Transit Authority (HART)
1201 East 7th Avenue
Tampa, FL 33605
Direct: (813) 384-6488
PeerzadaO@gohart.org



TT/CPA-24-01

Planning and Development Division - In addition to the Planning Commission receiving TT/CPA-24-01 to change the Future land use from R-4 to C, the city has also received a rezoning classification application RZP-24-03 to change the zoning from R-10 (residential 10) to General Commercial (C-G). Planning finds that both requests do not align with the Zoning atlas map and the future land use map and will be recommending denial of both applications.



School Impact Review – No Comment or Objection

Date Issued: July 8, 2024

Acreage: .42 (+/- acres)

Jurisdiction: Temple Terrace

Current Future Land Use: TT R-4

Case Number: TT CPA 24-01

Future Land Use: TT Commercial

Address: 5416 & 5418 Rainbow Drive

Maximum Residential Units: n/a

Parcel Folio Number(s): 201374.0000
201383.0000

Residential Type: n/a

 X **The District has no comment.**

 The District has no objection, subject to listed or attached conditions.

NOTE:

The information provided above is valid for sixth months from the date issued. Please contact the School District for an updated review as necessary.

Andrea A. Stingone

Andrea A. Stingone, M.Ed.
Department Manager, Planning & Siting
Growth Management Department
Hillsborough County Public Schools
E: andrea.stingone@hcps.net
P: 813.272.4429 C: 813.345.6684

Comprehensive Plan Amendment Request
TT-24-01

Hillsborough County TPO Transportation Review

Road Name	From - To	Number of Lanes	Adopted LOS Standard	Current LOS	Pedestrian LOS	Bicycle LOS	Transit LOS
56 th St	Puritan Rd to Riverhills Dr	4D	D	F	A	C	A
56 th St	Riverhills Dr to Busch Blvd	4D	D	F	A	C	A

Transportation Analysis – Existing

The site may currently be accessed from Rainbow Dr to the west, and is also bordered on the south by Ridgeway Rd. Ridgeway Rd provides access to North 56th St (SR 583) about 500 feet east of the site, which in turn connects to East Busch Blvd (SR 580) about one half mile to the north.

Along the parcel boundaries, Rainbow Dr does not have bicycle or pedestrian infrastructure. Ridgeway Rd has a sidewalk on its south side across the street from the site, but no bicycle infrastructure. The site is served by HART Route 6 on 56th St at Riverhills Dr about 500 feet south of the site, as well as HART Route 39 on 56th St at Ridgeway Dr about 500 feet to the north. The [2019 Tampa-Hillsborough Greenways and Trails Plan Update](#) and [2024 Hillsborough County Greenways and Trails Master Plan](#) do not identify any new trails (existing or proposed) in this area.

Transportation Analysis – Future Proposed

There are no roadway capacity improvements listed in the [2045 Long Range Transportation Plan](#).

The current [Transportation Improvement Program](#) lists a project (445833-1) for bridge repair/rehabilitation on SR 583 about one-third of a mile south of the site. Preliminary engineering and design is listed for before FY2024 and construction for FY2024. An additional project for bridge repair/rehabilitation (449982-1) is listed at the same location, with preliminary engineering listed for FY2026 and construction for FY2027.

The [Hillsborough County Capital Improvement Program](#) does not currently identify any transportation-related projects in this area.

While the *Temple Terrace Capital Improvement Program* does not identify any specific projects in the immediate area, it does allocate funding for city-wide sidewalk, signage, pavement marking, and bicycle project

The current [HART Transit Development Plan](#) proposes a “50th Street” bus rapid transit or guideway service along 50th St about 500 feet west of the site. This proposal is not yet funded.

The [Hillsborough County Corridor Preservation Plan Map 1](#) does not identify any major roadways in this area.

Special Area and Impact Analysis

The proposal is to change approximately 0.42 acres from Temple Terrace Residential-4 to Temple Terrace Commercial.

- **Existing** Scenario Buildout (Max): 1 Dwelling Unit of Temple Terrace Residential-4

Existing Category	Average Weekday Total	Average AM Peak Hour of Adjacent Street Traffic	Average PM Peak Hour of Adjacent Street Traffic
1 Dwelling Unit of ITE 210 (Single Family Detached Housing)	9	1	1

- **Proposed** Scenario Buildout (Max): 9,147 square feet of Temple Terrace Commercial

Proposed Category	Average Weekday Total	Average AM Peak Hour of Adjacent Street Traffic	Average PM Peak Hour of Adjacent Street Traffic
9,147 square feet of ITE 822 (Strip Retail Plaza)	498	22	60

- Based upon buildout scenarios, the existing future land use category could generate up to **9** Average Total Weekday Trips with 0.42± Temple Terrace Residential-4
- Based upon buildout scenarios, the proposed future land use category could generate up to **498** Average Total Weekday Trips for 9,147 square feet of Temple Terrace Commercial

This is a **5,433% increase** in the number of average weekday generated trips, a **2100% increase** in the average AM peak hour adjacent street traffic, and a **5,900% increase** in the average PM peak hour adjacent street traffic.

- This is a cursory transportation assessment. Once a site plan has been revealed, a more detailed Transportation Impact Assessment should be performed.

Gail Reese

From: Weeks, Abbie <weeksa@epchc.org>
Sent: Thursday, July 25, 2024 12:28 PM
To: Gail Reese
Subject: RE: Agency Comment Request - Two Temple Terrace Amendments

Hello Gail,

EPC staff has reviewed the subject City of Temple Terrace CPAs 24-01 & 24-02 had has the following comments to provide:

24-02 only:

The subject property may contain wetland/OSW areas, which have not been delineated. Knowledge of the actual extent of the wetland and OSW are necessary in order to verify the avoidance of wetland impacts pursuant to Chapter 1-11. Prior to the issuance of any building or land alteration permits or other development, the wetlands/OSWs must be field delineated in their entirety by EPC staff or Southwest Florida Water Management District staff (SWFWMD) and the wetland line surveyed. Once delineated, surveys must be submitted for review and formal approval by EPC staff.

Any activity interfering with the integrity of wetland(s) or other surface water(s), such as clearing, excavating, draining or filling, without written authorization from the Executive Director of the EPC or authorized agent, pursuant to Section 1-11.07, Rules of the Commission, would be a violation of Section 17 of the Environmental Protection Act of Hillsborough County, Chapter 84-446, and Chapter 1-11, Rules of the EPC.

24-01 & 24-02:

These comments are from the Air Citizen Response (ACR) section:

The following comments are provided to address any issues regarding noise, dust, and asbestos from future development projects. The Environmental Protection Commission (EPC) of Hillsborough County responds to noise, dust, and asbestos complaints.

This development is requesting reclassification to commercial, however it should be noted that it is adjacent to residential properties and therefore has a greater potential to impact those residents. EPC staff ask that all precautions be considered to mitigate noise and dust from future development of the property, and the operation of the commercial activities.

Regarding construction noise, the EPC's Chapter 1-10 Noise Rule "Exemptions" section exempts construction activities occurring between the hours of 6:00 a.m. and 8:30 p.m., if reasonable precautions are taken to abate the noise from those activities. Reasonable precautions shall include but not be limited to noise abatement measures such as enclosure of the noise sources, use of acoustical blankets, and change in work practice. Construction occurring at all other times shall be subject to this rule.

Regarding dust, it is recommended that best management practices be used to control dust that is generated by construction activities. These practices include but are not limited to the use of water trucks, vegetative covering and mulching, and chemical suppressants. It is recommended that all precautions be taken to minimize and mitigate the impact on nearby residents.

Any renovation or demolition activities of a building, or structure, are subject to the asbestos National Emission Standards for Hazardous Air Pollutants (NESHAP) requirements for notification (40 CFR 61, Subpart M). Written notification must be submitted to EPC within ten working days prior to commencement of such activities.

Please let me know if you have any questions. Thank you,

Abbie N. O'Hern Weeks, C.W.E.

Environmental Scientist
Wetlands Division
813-627-2600 ex 1101 | www.epchc.org

Environmental Protection Commission

3629 Queen Palm Drive, Tampa, FL 33619
Our mission is *"to protect our natural resources, environment, and quality of life in Hillsborough County."*
Follow us on: [Twitter](#) | [Facebook](#) | [YouTube](#)
[Track Permit Applications](#)

From: Gail Reese <reeseg@plancom.org>

Sent: Tuesday, July 2, 2024 7:56 AM

To: Weeks, Abbie <weeksa@epchc.org>; Andrea Stingone <andrea.stingone@hcps.net>; Benjamin Gordon <gordonb@plancom.org>; Bobby Edwards <EdwardsB@gohart.com>; Brian Miller <brian.miller@flhealth.gov>; Bryant, Christina <BryantC@epchc.org>; Connor MacDonald <macdonaldc@plancom.org>; Engineering <engineering@templeterrace.gov>; Glorimar Belangia <Glorimar.Belangia@hcps.net>; Lorton, Janet <lortonj@epchc.org>; perazagarciaj@gohart.org; Marisa Robinson <mrobinson@templeterrace.gov>; Michael Sherman <msherman@templeterrace.gov>; Michelle Orton <Michelle.Orton@hcps.net>; Omar Alvarado <AlvaradoO@gohart.org>; Renee Kamen (renee.kamen@hcps.net) <renee.kamen@hcps.net>; Santos, Daniel <Daniel.Santos@dot.state.fl.us>; Scott Drainville <DrainvilleS@gohart.org>; Tony Rodriguez <tplanr@aol.com>; Wade Reynolds <reynoldsw@plancom.org>; Wetlands Permits <WetlandsPermits@epchc.org>

Cc: Krista Kelly <kellyk@plancom.org>; Yeneka Mills <hemingway@plancom.org>; David Hey <heyd@plancom.org>

Subject: Agency Comment Request - Two Temple Terrace Amendments

External email: Use caution when clicking on links, opening attachments or replying to this email.

Request for Public Agency Comments on Two Temple Terrace Comprehensive Plan Amendments:

- **Temple Terrace CPA 24-01**
- **Temple Terrace CPA 24-02**

Please forward all comments to the Planning Commission **no later than August 1, 2024**. Your comments should address the following information, if applicable:

- a) Identify CIE Projects that may impact or would potentially impact the subject site.
- b) Adopted Level of Service; or Response Time; or Capacity Standards in this area.
- c) The current Level of Service; or Response Time; or Capacity Standards in this area.
- d) The initial capital investment required maintaining adequate Level of Service; or Response Time; or Capacity Standards with the projected impacts from the proposed Land Use classification.

- e) The annual operating cost to maintain adequate Level of Service; or Response Time; or Capacity Standards with the projected impacts from the change in the Land Use Classification.
- f) Any planned or programmed improvements for facilities.
- g) Any other comments relevant to the proposed change.

Please contact the case planner identified on the summary document for the amendment should you have any questions on this matter.

In your response, please clearly reference the plan amendment being reviewed. Thank you in advance for your cooperation in reviewing these proposed plan amendments.

Please email your review comments to Gail Reese, Administrative Coordinator, at reese@plancom.org, in Adobe PDF format.

Thanks –

Gail Reese

Administrative Coordinator

813-386-5982 (o)

planhillsborough.org



**Plan
Hillsborough**



All incoming and outgoing messages are
subject to public records inspection.

Attachment D: Site Photos



Subject Site



Looking South from the site towards Ridgeway Drive



Looking east from the intersection of Rainbow Drive and Ridgeway to ward 56th Street



Single family residential to the west

Citizen Comments: F

From: [Pauley, Greg C.](#)
To: [Yeneka Mills](#); [Gail Reese](#)
Cc: [Robinson, Marisa](#); [Anaya, Miranda](#)
Subject: Fw: * Urgent matter: Sept. 9 hearing to discuss change from residential zone status to commercial on Rainbow Dr., Temple Terrace
Date: Monday, August 26, 2024 9:29:35 AM

Good morning.

The included email was recently sent to TT City leadership and TT elected officials regarding opposition to TT-CPA-24-01. Please see below.

Best regards,

Greg Pauley

*Business Relations Manager
Interim Director of Community Development
City of Temple Terrace, FL
E: gpauley@templeterrace.gov
T: 813-506-6483*

From: Juan Carlos Perez-Duthie <jcpduthie@yahoo.com>
Sent: Sunday, August 25, 2024 12:40:00 PM
To: Mooney, Cheryl A. <CMooney@templeterrace.gov>; Abel, Meredith <MAbel@Templeterrace.gov>; Schisler, Gil <gschisler@templeterrace.gov>; Chambers, James <jchambers@templeterrace.gov>; Fernandez, Alison <AFernandez@Templeterrace.gov>; Ross, Andrew <ARoss@Templeterrace.gov>; Baia, Carlos <CBaia@Templeterrace.gov>
Subject: * Urgent matter: Sept. 9 hearing to discuss change from residential zone status to commercial on Rainbow Dr., Temple Terrace

To: Mayor Andy Ross, City Manager Carlos Baía, and Temple Terrace City Council Members

From: TT resident Juan Carlos Pérez-Duthie, 407 Dunedin Avenue

Re: Sept. 9 hearing to discuss zoning changes from residential to commercial on Rainbow Drive

Distinguished Mayor Ross, City Manager Baía, and City Council Members,

In 2012, while living in Miami, I purchased a home in Temple Terrace because I fell in love with the community. I knew this was a place where I would be moving to one day. For four years, I renovated my lovely 1955 house and finally settled into it as a full-time resident in 2016. Earlier this year, the time came to relocate my elderly parents to what I have considered, so far, a safe and tranquil environment, Temple Terrace. To make this happen, they put most of their savings into buying a fixer-upper at 5412 Rainbow Drive and moved there in June.

My 85-year-old mother fell at her previous home and required hip surgery, while my 86-year-

old father's dementia spiraled. Thus, now more than ever, this home represents what should be a stress-free environment for them.

We were all shocked to see a sign (please see attached photo) that went up on August 22 in front of one of two houses (5416 and 5418 Rainbow Drive) that belong to James "Jimmy" Ciaccio, who owns Gaspar's Patio Bar and Grille (formerly Temple Terrace Lounge) and Gaspar's Liquor Shoppe, regarding a proposed zoning change from residential to commercial.

This sign announces a public hearing to discuss the proposal, which, from what I understand, involves razing the two aforementioned properties to build a parking lot for Gaspar's. This pub has been in business since 1960, founded by Mr. Ciaccio's father and uncle. Although I am aware of Mr. Ciaccio's positive role in this community as a business owner, I don't believe the neighbors should bear the brunt of a business decision that would be beneficial to the owner and his property but detrimental to the surrounding residences. There is a reason this has been zoned as a residential and not commercial area, after all.

I am alarmed that no letters have been sent to the neighbors, leaving many unaware of this significant change unless they happen to drive by the area in question and see the sign. Also, rather than holding this hearing in Temple Terrace, it is scheduled to take place at the County Center on Kennedy Blvd., Tampa, which would prevent residents with mobility issues, like my parents, from attending in person. This adds another barrier for residents who wish to voice their concerns. The lack of communication is troubling and raises questions about transparency and community involvement in decisions that directly affect us.

Allowing this zoning change would have severe, negative repercussions for our neighborhood. Right off the bat, we would see the following adverse effects, as many other communities in the same situation have already experienced (there's ample research easily available online to demonstrate all this):

1. **Environmental Impact:** Increased commercial activity would lead to more traffic, noise, and pollution, disrupting the peace and safety of our residential area. Increased traffic volumes will result in further wear and tear on local roads.
2. **Property Values:** The shift from residential to commercial zoning would decrease property values of those homes closest to the business in question, affecting the financial well-being of homeowners who have invested in this community. Nobody wants a parking lot for a backyard. At the same time, there could be a spike in home prices and rents in properties a bit further away, making an already difficult housing situation in the area untenable. The community around Rainbow Drive consists of lower-income residents, renters, working-class people, elderly folks like my parents, and minority groups. I have no doubt that the proposal to change the zoning status here would never be allowed, for example, in the residential area around the Temple Terrace Golf Course. Why then on Rainbow Drive? Right across from the pub there's a brand-new shopping plaza, Enigma, sitting empty, devoid of stores, with parking, while across the Waverly Apartments next to Winn-Dixie, there's a huge empty lot. Could some sort of arrangement be reached with the city to provide there the additional parking the pub's owner seeks?
3. **Quality of Life:** The character of our neighborhood would change drastically, potentially leading to a loss of the close-knit, residential feel that we cherish. We would also be subjected to:

- **Noise Pollution:** Commercial activities typically generate more noise than residential areas, which can disrupt the peace and quiet of neighborhoods.
- **Light Pollution:** Commercial properties often have bright lighting for security and advertising purposes, which can affect the quality of life for nearby residents by disrupting sleep patterns and reducing the visibility of the night sky.
- **Safety Concerns:** Increased traffic and commercial activity can lead to higher risks of accidents and crime, making the area less safe for residents, especially children.
- **Loss of Green Spaces:** Commercial development can lead to the reduction of green spaces, parks, and recreational areas, which are important for community well-being and environmental health. Since 2008, Temple Terrace prides itself in being a “Tree City.” Adding more asphalt to our community contradicts this honor.
- **Infrastructure Strain:** The shift to commercial zoning can put additional strain on local infrastructure, such as water, sewage, and electrical systems, potentially leading to higher maintenance costs and service disruptions.
- **Attack on the Area’s Architectural Integrity:** The demolition of the [5416](#) and [5418](#) Rainbow Drive houses, neglected since they were last sold, would destroy the architectural landscape of the neighborhood and represent an attack on the preservation history and legacy of the mid-century homes Temple Terrace is proudly known for.

I intend to attend the Sept. 9 hearing, and I will contact other neighbors to do so as well, etc., but there is only so much I can do. As a resident who loves Temple Terrace and all it has to offer, who is not anti-business but pro-effective urban planning, and who wants the best for our neighborhood, I urge the City Council, the City Manager, and Mayor Ross to prioritize the well-being of the residents. Needless to say, we deserve to be informed and involved in decisions that have an impact on our community. We are your neighbors, and we depend on you.

And, if I may suggest, it would be beneficial to our neighborhood if the city could send out official notices to all affected residents to ensure everyone is aware and has the opportunity to participate in the discussion.

Thank you for all you do, for your time, and your consideration.

Respectfully,

Juan Carlos Pérez-Duthie

*Writer, Adjunct English professor,
Copy Editor, Translator, Proofreader*

Cell: (305) 978-0468

<http://www.juancarlosperzduthie.com>

@SavetheNormandieHotel

<https://twitter.com/JCPDnow>

Attachment F: Application

Please Note: Though Planning Commission staff have reviewed the Application for sufficiency, statements or materials provided in the submittal are the applicant's own findings and have not been verified by Planning Commission staff.



May 31, 2024

Ms. Krista Kelly, AICP
Plan Amendment Coordinator for the
Cities of Temple Terrace and Plant City
Principal Planner

Re: Narrative for Small-Scale Comprehensive Plan Amendment
5416, 5418 Rainbow Drive, Tampa, FL 33617
Folio Nos.: 201374-0000, 201383-0000

Ms. Kelly –

We represent JGC II, LLC (“JGC”) which owns the real property located at 5416 Rainbow Drive and 5418 Rainbow Drive, Tampa, FL 33617 (the “Property”). Pursuant to your instruction, we are providing this narrative in support of our client’s application for a Small-Scale Comprehensive Plan Amendment for the Property.

Background

JGC has owned and operated Gaspar’s Patio Bar & Grille and Gaspar’s Liquor Shoppe (“Gaspar’s”) in the City of Temple Terrace (the “City”) since 1960. Gaspar’s consists of a restaurant, bar and liquor store on one commercial parcel fronting N. 56th Street. It has vehicular access to and from N. 56th Street and side streets Beverly Drive and Ridgeway Road. It has parking located in the front and rear of the building.

However, recently, JGC has noticed that it often runs out of parking which causes potential patrons to leave Gaspar’s or park on the streets in the residential neighborhood to the west of Gaspar’s. As such, JGC purchased the adjacent parcels located at 5416 and 5418 Rainbow Drive (Folio Nos. 201374-0000 and 201383-0000) to the immediate west of the Gaspar’s parking lot with the intention of expanding its parking lot to mitigate for patrons parking in the residential neighborhood and contain all parking for Gaspar’s on its property.

JGC’s engineer prepared the attached preliminary site plan and rendering which depicts the proposed expanded parking lot. See Preliminary Site Plan attached as Exhibit “A” hereto. In short, JGC would demolish the residential structures on the Property and expand the parking lot on those parcels pursuant to the preliminary site plan. The current preliminary site plan includes a six-foot-high vinyl fence with landscaping, shielding it from the residential neighborhood. This site design will screen the differing uses while beautifying the exterior and providing additional tree cover. Notably, there will be no access to the parking lot from Rainbow Drive which contains single-family residences. The only access to the expanded parking lot will be internally from the site through the

Comprehensive Plan Amendment Application

This Comprehensive Plan Amendment (CPA) application provides the data and analysis required for the review of a proposed Comprehensive Plan Amendment, in accordance with the Hillsborough County City-County Planning Commission ("Planning Commission") Procedures Manual and Chapter 163, Florida Statutes.

A pre-application meeting must take place no later than 7 (seven) days prior to the filing deadline for the Plan Amendment.

Pre-Application Meeting:
2024-05-14

Property Owner Information

JGC II, LLC c/o R. Clay Mathews, Esq.
R. Clay Mathews, 100 South Ashley Drive, Suite 1490, Tampa, FL 33602

clay@smolkermathews.com
8138192552

Agent/Representative Information

R. Clay Mathews
100 South Ashley Drive, Suite 1490

clay@smolkermathews.com
8138192552

Jurisdiction in which the proposed Comprehensive Plan Amendment is located:

City of Temple Terrace

Type of request:

Small Map Amendment (<50 acres)

Text Amendment

Text Amendment (Goals, Objectives, and Policies of the Comprehensive Plan)
Goal/Objective/Policy No. _____

Description of Property (for map amendments only):

201374-0000
5416 Rainbow Dr.

Temple Terrace, FL 33617

All included Folio's:

201374-0000

201383-0000

Adopted FLUE:

["TT:RESIDENTIAL-4 (4 DU/ACRE)"]

Requested FLU:

[TT:Commercial] - Inserted by KK due to application syst. error

Total acres:

0.22

Map Amendments Only:

Is the subject site, or a portion of the subject site, located within the Coastal High Hazard Area (CHHA)?

Unincorporated Hillsborough County Plan Amendment's Only:

Is the subject site located within the Urban Service Area (USA)?

Map Amendments Only:

Development trend in the surrounding area (within one mile of the subject site in Tampa, Temple Terrace and Plant City; within five miles of the subject site in unincorporated Hillsborough County):

Map Amendments Only:

Is there a pending application on the property, or do you anticipate applying for other applications? (Example: Rezoning, Land Development Code Amendment, etc):

Yes

Justification for the proposed Map or Text Amendment (i.e, infrastructure, supporting policies, transit availability, etc):

We anticipate submitting a rezoning application for the same parcels with the City of Temple Terrace.

Memorandum of Understanding
Between
Hillsborough County City-County Planning Commission
and

JGC II, LLC c/o R. Clay Mathews, Esq.

R. Clay Mathews

1. Purpose. The purpose of this Memorandum of Understanding (MOU) is to establish the terms and conditions governing submittal and administration of the Plan Amendment.
2. Responsibilities of the Applicant.
 - a. The applicant and/or their authorized representative ("Applicant") shall be responsible for submitting all required documentation for the Plan Amendment and compliance with the procedures and requirements set forth in the Plan Amendment Procedures Manual.
 - b. The Applicant is responsible for payment of legal advertising fees per the deadlines outlined in the Procedures Manual. If payment is not timely received, the Plan Amendment will not be included in the public hearing agenda, and additional advertising fees will become due for rescheduling the public hearing.
 - c. If the Applicant is proposing a plan amendment category that allows consideration of a residential use, the Applicant is responsible for, and will pay to the Hillsborough County School Board, a review fee for an "Adequate Facilities Analysis", upon request by the School Board. Receipt of this payment is due to Planning Commission staff no less than thirty (30) days after submission of the Plan Amendment application.
 - d. If the Applicant desires to make a presentation to the Planning Commission utilizing electronic media, the media must be provided to the Planning Commission at least 2 business days prior the public hearing.
 - e. The Applicant shall be responsible for all noticing required by the Plan Amendment Procedures Manual.
 - f. The Applicant understands the procedures for a "Continuation of Plan Amendment Requests" and "Withdrawal, Denial, and Resubmittal of a Plan Amendment Application" set forth in the Plan Amendment Procedures Manual.
3. City of Tampa, Plant City, and Temple Terrace ONLY: Withdrawal/Termination. After submission of the application, staff conducts a seven (7) day sufficiency review period. A full refund will only be issued if the application is withdrawn within the seven (7) day sufficiency review period.

JGC II, LLC c/o R. Clay Mathews, Esq.

R. Clay Mathews

201383-0000

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Additional Notes:

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existing access connections from the direct access on N. 56th Street or side streets Beverly Drive and Ridgeway Road.

The Property is zoned Residential-10 (R-10) and has a future land use category of Residential-4 (R-4). In order to facilitate the expansion of the parking lot, JGC is seeking to amend the Comprehensive Plan to change the future land use category to Commercial (C) and rezone to Commercial General (CG) which would permit the parking lot use. The following sets forth why the Comprehensive Plan Amendment is consistent with the Temple Terrace Comprehensive Plan (the “Comprehensive Plan”).

Consistency with the Comprehensive Plan

I. Commercial (C) Future Land Use Category

In pertinent part, the Comprehensive Plan provides the following criteria with respect to the Commercial (C) future land use category:

Description:

*These areas contain activities that offer a **full range of retail goods and services**, including offices, for residents and businesses of the urban area. They should be developed as cohesive units that offer safe and convenient movement from one activity to another and that afford a pleasant environment for shopping...*

*Predominant uses in the commercial areas would be those that provide **convenience or specialty retail goods and services**, including offices, for residents of the immediate area or motorists passing through. Typical establishments would include grocery stores, druggists, cleaners, beauty salons, **restaurants**, apparel, household goods, minor repair, etc.*

Relationship to Other Areas of Use and the Street System:

- *Perimeters should be buffered from residential and office/institutional areas by open space, streets, and/or visual screening techniques used in site planning.*
- *Commercial areas should be adjacent to arterial streets and accessed primarily from them...*

See Comprehensive Plan at p. 69. Considering these criteria, the proposed parking lot is consistent with the uses for the Commercial category which specifically includes “convenience or specialty retail goods” and restaurants. The perimeter of the parking lot will be buffered from the adjacent residential areas by a six-foot vinyl fence, existing streets and visual screening techniques including landscaping.

The restaurant, bar and liquor store will continue to front and have direct access to N. 56th Street, an arterial street. The parking lot can only be accessed internally from that direct access from N. 56th Street or the side streets of Beverly Drive and Ridgeway Road. There will be no access to the

parking lot from Rainbow Drive, which contains single-family residences, nor will any additional access connections be provided.

The Property will be paved such that it will be suitable for parking and internal connection to the existing parking lot on site. In terms of tree cover, JGC will be adding landscaping to and around the parking lot that currently isn't installed on the Property for additional buffering and beautification purposes.

II. Locational Factors

A. Street Classification

The application is consistent with the Street Classification locational factor as it is adjacent to and has primary access to N. 56th Street, an arterial roadway.

B. Structural Orientation

The application is consistent with the Structural Orientation locational factor as it faces N. 56th Street, a major street.

C. Availability of Public Facilities

The application is not believed to be expanding the impact to public services or facilities.

D. Existing Development and Development Potential

The application is to assist the existing commercial development with accommodating parking for its patrons on-site and mitigating impacts to the adjacent residential neighborhood. The development potential of the property requesting the land use change is limited due to the existing location within the residential neighborhood; however, the development potential for the property involved with this parking lot expansion as commercial will permit the existing commercial uses to continue while reducing any negative impacts to the residences.

E. Ownership Patterns

After JGC's purchase of these residential lots, JGC's property totals approximately 1.59+/- acres. The ownership patterns of non-residential uses in the surrounding area varies from 0.31+/- acres to 8+/- acres, and residential lots in the surrounding area average 0.23 acres+/- . The application is consistent with the ownership patterns of existing non-residential uses along N. 56th Street.

F. Hillsborough River

The Property is approximately 510 feet north of the Hillsborough River and is not located in an area that would impede the Goals and Objectives for the Hillsborough River noted in the City of Temple Terrace's Comprehensive Plan, making this application consistent with the same.

G. Temple Terrace Golf Course

The Property is not located near the Temple Terrace Golf Course and will have no impact on the golf course. The Property is approximately 1,450 feet west of the golf course and will not add demand to this recreational amenity.

III. Plan Objectives and Policies

During our Pre-Application meeting, you identified the following applicable Comprehensive Plan Objectives and Policies. We address each in turn.

A. Neighborhood Conservation

***LU GOAL 2:** To achieve a well-balanced and well-organized combination of residential, non-residential, recreational, and public uses served by a convenient and efficient multimodal transportation network while protecting and preserving the fabric and character of the City's neighborhoods.*

The application is consistent with this Goal. The application will continue to achieve the well-balanced and well-organized combination of residential and non-residential uses that currently exist in the area. The expansion of the parking lot will allow Gaspar's to accommodate the parking needs for its patrons solely on its property without encroaching on the residential neighborhood to the west. This will protect and preserve the fabric and character of the adjacent residential neighborhood.

B. Residential Development

***LU Objective 2.1:** Continue to maintain adequate land designated for residential uses, including multi-family and mixed-use residential, which can accommodate the projected population and provide safe, decent, sanitary, and affordable housing opportunities for the current and future citizens of Temple Terrace.*

The current residential use of the Property is single-family residential and not multi-family or mixed-use residential. This proposal would only remove two single-family residences which are in poor condition and otherwise undesirable. The Property does not significantly contribute to the needs of the projected population, nor does it provide appropriate affordable housing opportunities for citizens of Temple Terrace.

***LU Policy 2.1.1:** Protect stable residential neighborhoods from incompatible land uses; blighting influences; and the impacts of infill, redevelopment, and new development.*

The expansion of the parking lot will protect the residential neighborhood from the above-referenced issues by providing screening to separate unlike uses, adding landscaping to enhance the aesthetics, and by providing adequate parking so patrons are not compelled to park in the residential neighborhood.

***LU Policy 2.1.3:** Recognize that the City has a range of different types of neighborhoods, with different types of needs at different time, and what may work for or be important for one type of neighborhood may not be a priority for another.*

LU Policy 1.1.6 recognizes the City's form is shaped by a "City of Neighborhoods" with potential of residential and non-residential uses in the commercial corridor of the west side of N. 56th Street. Although the residential uses are traditionally considered incompatible with commercial uses, the City has identified the unique development of land uses along corridors such as N. 56th Street.

Gaspar's has worked with the adjacent residential neighborhood since 1960 and, over the years, Gaspar's has received very few complaints from neighbors due to noise or other negative externalities. The expansion of the parking lot will serve to further separate the residential neighborhood from Gaspar's activities while providing buffering, landscaping and screening that it would otherwise not get.

LU Objective 2.2: Protect single-family residential neighborhoods by requiring that any other land uses within single-family areas meet applicable locational criteria.

As the existing uses on the property are not proposed to be expanded, this application is consistent with this land use objective. The expansion of the parking lot for Gaspar's does not create a commercial land use within a single-family neighborhood. Instead, it continues the commercial land use that exists to the east.

LU Policy 2.2.2: Multi-family, mixed-use, and higher-density residential uses defined in the City's Land Development Code, shall be located adjacent to or in proximity to office and commercial activity centers to minimize the use of the automobile, except as part of a mixed-use structure or site-planned development in locations allowed in the comprehensive plan and FLUM.

This Policy is not applicable as Gaspar's does not abut nor does it propose multi-family, mixed-use, and higher-density residential uses.

LU Policy 2.2.3: Protect single-family attached and detached housing in traditional low density residential neighborhood settings from encroachment from non-residential uses or the negative effects thereof through separation and buffering of non-residential uses from residential uses, except as may be provided for by site-plan controlled non-residential/residential mixed-use developments.

The proposal will be consistent with this Policy as it will protect the single-family residential neighborhood from encroachment or negative effects through separation, buffering and screening from a vinyl fence and landscaping. In addition, the application will further protect the residential neighborhood by providing adequate parking for Gaspar's on-site .

LU Policy 2.2.4: In general, in creating the Future Land Use Map or in amending it, or in using or creating future new Plan Category text amendments and related map amendments, non-residential land uses more intense than otherwise allowed by neighborhood support development or neighborhood commercial scale development, including as may be allowed by the City's Land Development Code (LDC) for adjacent zoning pursuant to the respective Plan Categories, shall be restricted to locations external to established and developing residential neighborhoods and to frontage on collectors and arterials abutting residential neighborhoods.

The application is consistent with this Policy. The overall site, parking lot expansion and Gaspar's, are externally located on the outside of the residential neighborhood and front on the arterial street N. 56th Street.

LU Policy 2.2.5: *When non-residential development abuts residential neighborhoods because the non-residential development is external to the residential neighborhood and located on a collector or arterial street with side or rear exposure to the residential neighborhood, then the non-residential development must buffer itself or be buffered from the residential neighborhood through the use of physical buffering, setbacks, height restrictions, massing limitations, and other such design and development practices and provisions, which protect the integrity, quiet, and peaceful use of the residential neighborhood.*

The application is consistent with this Policy. Gaspar's parking lot expansion will buffer itself from the residential neighborhood as set forth above. Specifically, the residential neighborhood will be buffered in the form of the adjacent streets, a vinyl fence, and landscaping. The buffering will protect the integrity, quiet and peaceful use of the residential neighborhood. The expansion of the parking lot will promote patron's use of on-site parking, keeping patrons from parking in the residential neighborhood, further protecting the integrity, quiet and peaceful use of the residential neighborhood.

C. Non-Residential Development

LU Objective 3.1: *Require all non-residential development to meet locational criteria contained in the Comprehensive Plan.*

Please see Section II, Locational Factors.

LU Policy 3.1.1: *Prohibit the expansion or replacement of commercial uses which do not meet applicable locational criteria and have an adverse impact on adjoining or nearby uses.*

The site meets the locational criteria within the Comprehensive Plan and the expansion of the parking lot will not have an adverse impact on the nearby uses. Conversely, it will provide further protection of the residential neighborhood as noted herein.

LU Policy 3.1.2: *Locate neighborhood commercial uses at the intersections of collector and arterial roads in areas accessible to residential neighborhoods. Neighborhood commercial uses shall not be located interior to residential neighborhoods nor located in a manner which will encourage the use of local streets for non-residential traffic, unless as part of a village, overlay, mixed-use, or other site-plan controlled development.*

The application is consistent with this Policy. Gaspar's will continue to front an arterial road in N. 56th Street, be accessible to residential neighborhoods and will not be located interior to any residential neighborhoods. In addition, the proposed expanded parking lot will not increase the existing traffic on local streets for non-residential traffic. The expanded parking lot will not increase the size or intensity of the existing commercial use which will otherwise remain the same. In addition, the proposed expanded parking lot will encourage the use of on-site parking rather than patrons searching for parking on local streets. Notably, the proposed expanded parking lot will not have any direct access on Rainbow Drive serving the residential neighborhood. The parking lot would only be

accessed internally from the direct access on N. 56th Street or the side streets Beverly Drive and Ridgeway Road. As such, there will be no direct access to the site from the residential neighborhood to the immediate west.

LU Policy 3.3.3: *Limit construction of parking lots with ingress/egress into residential neighborhoods. When access is required to be located off a major roadway, such access shall conform to the City's and/or state's minimum curb cut separation distance requirements as applicable. If ingress/egress is necessitated by special circumstances allowed by the City among its limits, such ingress/egress shall be as fully buffered from the neighborhood as possible and reasonable.*

The application is consistent with this Policy. The expanded parking lot will utilize the site's existing access points on N. 56th Street or the side streets Beverly Drive and Ridgeway Road, and therefore, will not have ingress/egress into the residential neighborhood.

Conclusion

In 2009, Gaspar's applied to the City of Temple Terrace to modify its prior conditional use to expand its existing lounge by an additional 100 seats, among other requests. At that time, both the City staff and Development Review Committee (DRC) recommended approval of the conditional use application with conditions. In addition, the Planning Commission found that the application was consistent with the Comprehensive Plan and stated that it did not object to the application, noting that consideration should be given to improved buffering from the residential neighborhood. As to the residential neighborhood, no one from the neighborhood – or the public in general – objected to Gaspar's application to expand the lounge at the City Council meeting on same. On January 10, 2010, the City unanimously approved the application to expand the lounge. Notably, the meeting minutes provide that one City council member stated that Gaspar's owner, Jimmy Ciaccio, had “done a great job with his business in the past, and there is no reason not to allow him to expand his business.” See Planning Commission letter and Meeting Minutes attached hereto as Composite Exhibit “B.”

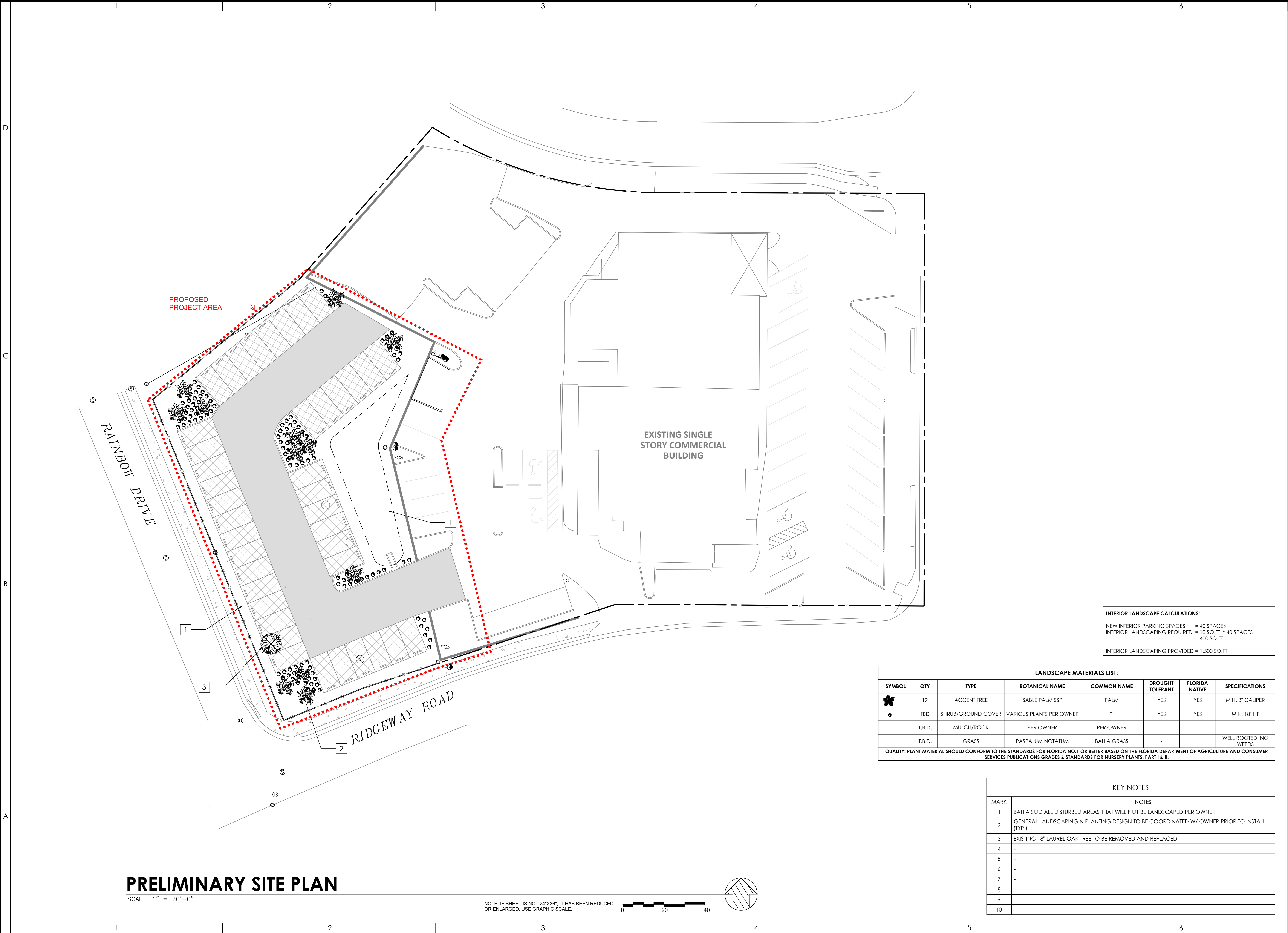
Here, this application to expand the parking lot is not expanding the size or increasing the intensity of the business like the expansion of the lounge did in 2009. Conversely, the expansion of the parking lot will decrease any negative externalities resulting from the existing commercial use that has been previously approved. If the application to expand the lounge by 100 seats was consistent with the Comprehensive Plan in 2009, then this application to expand the parking lot should be found to be consistent with the Comprehensive Plan as well.

Based on the above, we submit that JGC's Small-Scale Comprehensive Plan Amendment application is consistent with the applicable Comprehensive Plan Objectives and Policies. We respectfully request that you recommend the same to the Planning Commission. Please feel free to reach out with any questions. Thank you for your consideration.

Thank you,

/s/ Jessica Kowal
Jessica Kowal, MPA

cc: R. Clay Mathews, Esq.



REVISIONS

NO.	DATE	COMMENTS

PRELIMINARY SITE PLAN

PROPOSED PARKING LOT ADDITION
GASPAR'S 8448 56TH ST, TEMPLE TERRACE, FLORIDA

ACG
ENGINEERING & CONSTRUCTION

ACG TAMPA
1302 N 23RD STREET
TAMPA, FL 33605
813-917-9267

SEAL

KEITH COATS
FL P.E. NO. 48917
FL C.O. NO. 30718

TO THE BEST OF THE ARCHITECT'S KNOWLEDGE,
THE PLANS AND SPECIFICATIONS COMPLY WITH
THE APPLICABLE MINIMUM BUILDING CODES.

DRAWN: A.C.
DATE: 1/28/2021

CHECKED: K.C.
DATE: 1/28/2021

APPROVED:
DATE:

PERMIT NUMBER:

SCALE:
AS SHOWN

SHEET NO.
C-1

INDEX:

Hillsborough County
City-County
Planning
Commission



December 28, 2009

Honorable Mayor and Members of City Council
City of Temple Terrace
11250 North 56th Street
Temple Terrace, Florida 33687

Re: CU #09-01/SPR #09-02 (Ciaccio) – 8450 N. 56th Street –
Conditional Use/Site Plan Review for Bar Expansion for Gaspar's
Patio Bar & Grille

Dear Mayor and City Council:

Staff has reviewed the above referenced Conditional Use and Site Plan, as submitted to us by letter of request dated December 15, 2009, and has determined that the proposed project is **CONSISTENT** with the provisions of the City's Comprehensive Plan, including those fostering urban infill and redevelopment and those encouraging a more pedestrian-friendly, less automobile-dependent environment in areas targeted for increased intensity and density. The subject project is located within the City's most intensive non-residential land use category, Downtown Mixed Use-25, although associated parking is located in Residential-4, as previously approved by City Council. Issues of buffering, design, and on-site alcohol sales and consumption are addressed by conditions and requirements in the City's zoning and land development code, as recommended and cited by the City's administrative and planning staff.

Assuming issues and conditions in the City's land development code are addressed to City Council's satisfaction, Planning Commission staff **DOES NOT OBJECT** to CU #09-01/SPR #09-02 (Ciaccio) – 8450 N. 56th Street – Conditional Use/Site Plan - Bar Expansion for Gaspar's Patio Bar & Grille

Staff comments: Consideration should be given to any conditions or proposals, which improve buffering from adjacent residential use, safe traffic movement and access and the use of alternative mobility options, such as sidewalks, bicycle lanes and racks, landscaping and buffering these from high-speed traffic on 56th Street, and to connections to adjacent uses and non-vehicular access to adjoining residential neighborhoods, as appropriate, as well as furthering the goals and objectives of redevelopment of the City's downtown redevelopment area.

If you have any questions, please call me at 272-5940.

Sincerely,

Joe Bell, AICP
Principal Planner/Cities Team/Temple Terrace Liaison

601 E. Kennedy, 18th Floor
P.O. Box 1110
Tampa, Florida 33601-1110
813/272-5940
FAX 813/272-6258
FAX 813/272-6255

Cc: Charles Stephenson, Community Services Director
Tom Moore, AICP, Senior Planner
Cathy Tack, Administrative Assistant to City Manager

www.theplanningcommission.org JB



**CITY OF TEMPLE TERRACE, FLORIDA
MAYOR AND CITY COUNCIL
M I N U T E S**

**Regular Meeting
Tuesday, January 19, 2010
Council Chambers-City Hall**

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, January 19, 2010, in the Council Chambers at City Hall.

PRESENT WERE: Mayor Joe Affronti, Sr., Council Members Alison Fernandez, Ron A. Govin, Mark A. Knapp, Ken Halloway, and Mary Jane Neale, City Manager Kim Leinbach, City Clerk Lisa Small, and City Attorney Mark Connolly.

ALSO PRESENT WERE: Public Information Officer Michael Dunn, Code Compliance Director Joe Gross, Leisure Services Director James Chambers, Community Development Director Charles Stephenson, Public Works Director Joe Motta, Human Resources Director Woody Hubbard, Finance Director Diane Reichard, Police Chief Ken Albano, Assistant Fire Chief Ian Kemp, Deputy Public Works Director Ray LeBlanc, Deputy City Clerk Donna Spano, Senior Planner Brad Parrish, Joe Bell, Jimmy Ciaccio, Patsy Ciaccio, Judy A. Govin, Joyce McKenzie, Pastor Valora Cole, Pastor La Jun M. Cole, Sr., Minister Myron A. Roberson, Minister Adrienne Clark, Valerie C. Smith, Lottie Ponder, and several other persons.

Mayor Affronti called the meeting to order at 6:03 p.m., after which he led the Pledge of Allegiance to the flag and invited Pastor La Jun Cole to offer a brief invocation.

Proclamations, Recognitions, and Special Presentations:

1. Recognition and Welcome – “Pastor La Jun M. Cole, Sr., and Pastor Valora Cole, Perfected Love International Fellowship.”

Mayor Affronti presented a Certificate of Recognition and Welcome to Pastors La Jun M. Cole, Sr. and Valora Cole, Perfected Love International Fellowship, welcoming them and their new church to the City of Temple Terrace. Pastor Cole mentioned they are looking for a location for their church within the Temple Terrace area, adding this is where their heart is.

Minutes of Previous Meetings:

Upon motion of Council Member Knapp, seconded by Council Member Govin, and unanimously carried, the **MINUTES** of the January 5, 2010, Council Meeting were **APPROVED**.

Public Hearings:

 1. Conditional Use and Site Plan – Gaspar’s Patio Bar & Grille.

Mayor Affronti opened the Public Hearing relative to CU#09-01/SPR#09-02, Site Plan and Conditional Use Approval for Expansion of Lounge for Gaspar’s Patio Bar and Grille.

Utilizing a PowerPoint presentation, Senior Planner Brad Parrish presented the conditional use and site plan application from James Ciaccio, owner, to expand and modify the existing conditional use.

The Senior Planner briefly reviewed the current zoning designations of the property, which are CG (Commercial General) and R-10 (Single-Family Residential), and the zoning of surrounding properties. He noted the buildings are constructed on the area zoned CG, and the two lots on the west side, where the parking lots are located, are zoned R-10. He explained the applicant is proposing to expand the existing use, labeled "A" on the site plan, *lounge and patio*, to the retail space just north, labeled "B" on the site plan; a copy of the site plan is part of the record. He restated the purpose of the application is to expand the existing lounge, with outdoor seating area, at 8448 N. 56th Street into the adjacent retail building at 8450 N. 56th Street.

The Senior Planner noted that the property is generally located between Beverly Drive and Ridgeway Road, with a parcel size of approximately 52,129 square feet, or 1.2 acres +/-; the future land use designation is DMU-25 (Downtown Mixed-Use 25) and R-4 (Residential-4).

The Senior Planner continued that after review of the application, the Development Review Committee (DRC) recommended approval, provided the Conditions of Approval are addressed as part of the site plan. He briefly reviewed the conditions, as set forth in the Memorandum to the City Manager dated January 6, 2010, a copy of which is part of the record. He commented that the applicant has requested waivers to the City's Alcoholic Beverage Code requirement of a 1,000-foot separation from other establishments that sell alcoholic beverages and certain "protected facilities," because the lounge would be less than 1,000 feet from the Fire House Pub & Grill, located at 8814 N. 56th Street, the Ruchi Indian Restaurant & Bar (now operating as Mayuri Indian Cuisine), located at 8447 N. 56th Street, and Riverside Park, located at 201 S. Riverhills Drive.

The Senior Planner briefly commented on other conditions, which included occupancy limitations – seating based on off-street parking spaces; sound/music in accordance with City Code Noise Control; evidence of the 4-COP license obtained to expand the current use to the Automotive Engineering building at 8450 N. 56th Street; adherence to hours of operation contained in Chapter 3 of the City Code; site lighting requirements per City Code; submission of the final site plan signed and sealed by a licensed Civil Engineer; establishment of the conditional use within six months from date of approval; and incorporating previous approvals and waivers from the December 18, 2007, Conditional Use & Site Plan Approval. He affirmed the petitioner is aware of the City's site plan expiration requirements as stipulated in the City Code. He noted that the Planning Commission has reviewed the Conditional Use and Site Plan and finds it consistent with the City's Comprehensive Plan, recommending that measures are taken to ensure that adequate buffering is afforded the single family residential lots adjacent to the proposed parking areas.

Council Member Halloway questioned why the application is being treated as a new establishment, when they are simply expanding an existing establishment. The Senior Planner responded that because Mr. Ciaccio is expanding his business into the adjacent space, the City Code requires a new public hearing and a new site plan for the expansion of the previously approved conditional use.

Council Member Fernandez questioned the purpose of a landscaping plan requirement when the area bordering 56th Street will be torn up for streetscaping. The City Manager responded that a lot of the required improvements are on Mr. Ciaccio's property, but the City will certainly be coordinating the 56th Street improvements with Mr. Ciaccio, not wanting anyone to be spending money on landscaping that the City would be tearing out.

Regarding the sound/music, Council Member Fernandez commented that there were concerns expressed in the past, relative to the outdoor patio area. She questioned whether the expansion to the enclosed, existing building would have any effect on the neighborhood, when the patio area is not being expanded. The Senior Planner said the applicant will have to adhere to the noise provisions in the City Code. He acknowledged there was one call from a resident with questions about the previous conditional use, but the City did not receive any concerns. The City Manager interjected that adjacent residents were advised of the application for the expansion.

Council Member Neale said the proximity of the protected facility has not changed; however, the park was not there when the initial conditional use was granted.

Council Member Govin questioned whether there have been any complaints since 2007 when the initial conditional use was granted. The City Manager responded that he has not heard of any, but if there were, they were evidently resolved. Council Member Neale asked if there were any concerns relative to the park's proximity, to which the City Manager said there were none.

Council Member Knapp commended Mr. Ciaccio for taking an existing empty building in the downtown redevelopment area, during this economic time, investing in it, and turning it into something that will be used. He added that Mr. Ciaccio has done a great job with his business in the past, and there is no reason not to allow him to expand his business.

Mayor Affronti called for comments from the public; there were none.

The City Attorney said that from a legal standpoint, the only issue is that there are four separate lots that are part of this project; at least two of those lots are owned by different owners. He would recommend that included in the site plan approval is the preparation and recordation of a legal document between the entities who own the properties to provide perpetual cross-access, cross-parking, joint use provisions, so that there is no question that the access and parking is for the use of all the parcels.

In response to a question from Mayor Affronti as to whether Mr. Ciaccio agrees with the conditions presented, Mr. Ciaccio indicated he has no problem with any of the conditions.

Upon motion of Council Member Knapp, seconded by Council Member Fernandez, **RESOLUTION NO. 007-10(m)** was **ADOPTED**, waiving the requirements for a 1,000-foot separation from other establishments that sell alcoholic beverages and certain protected facilities. Vote on the motion being: Council Members Fernandez, Govin, Hallaway, Knapp, and Neale voting "aye," no "nay."

Upon motion of Council Member Knapp, seconded by Council Member Govin, **RESOLUTION NO. 008-10(m)** was **ADOPTED**, approving the Conditional Use and Final Site Plan Application CU#09-01/SPR#09-02, with conditions as set forth in the Memorandum to the City Manager dated January 6, 2010, a copy of which is part of the permanent record, and including the recommendation of the City Attorney to include in the conditions the preparation and recordation of a legal document between the owners of the four parcels to ensure perpetual cross-access, cross-parking, and joint use provisions. Vote on the motion being: Council Members Fernandez, Govin, Hallaway, Knapp, and Neale voting "aye," no "nay."

Prepared by and when recorded return to:

V. Ross Spano, Esq.
ROSS SPANO LAW, P.A.
10101 Bloomingdale Ave Suite 203
Riverview, Florida 33578

Parcel ID No. T-22-28-19-55Q-000002-00008.0

(Space above this line reserved for recording office use only)

QUITCLAIM DEED

1. IDENTIFICATION OF GRANTOR

Grantor's name and address is: JAMES CIACCIO
707 Argyle Place
Temple Terrace, Florida 33617

The word "I" or "me" as hereafter used means the Grantor.

2. IDENTIFICATION OF GRANTEE

Grantee's name and address is: JGC II LLC
707 Argyle Place
Temple Terrace, Florida 33617

The word "you" as hereafter used means the Grantee.

3. MEANINGS OF TERMS

The terms "I," "me," "you," "grantor," and "grantee," shall be non-gender specific ((i) masculine, (ii) feminine, or (iii) neuter, such as corporations, partnerships or trusts), singular or plural, as the context permits or requires, and include heirs, personal representatives, successors or assigns where applicable and permitted.

4. DESCRIPTION OF REAL PROPERTY CONVEYED

Property hereby conveyed (the "Real Property") is described as follows:

GRANDVIEW ACRES UNIT NO 1 THAT PT OF LOT 8 DESC AS BEG AT SWLY COR OF LOT 8 AND RUN NELY ALONG LINE BET LOTS 8 AND 9 59.1 FT THENCE SWLY IN A STRAIGHT LINE 49.2 FT TO PT ON WLY BDRY OF LOT 8, 8 FT NWLY FROM SWLY COR & SELY 8 FT TO BEG AND LOT 9 LESS THAT PT DESC AS BEG AT NELY COR OF LOT 9 RUN SWLY ALONG LINE BET LOTS 8 AND 9, 33.3 FT THENCE NELY IN A STRAIGHT LINE TO PT ON NLY BDRY OF LOT 9, 8 FEET SELY FROM NELY COR & NWLY TO BEG BLOCK 2 BOOK 32 PAGE 19

PROPERTY ADDRESS: 5416 Rainbow Drive, Tampa, Florida 33617

5. **CONSIDERATION**

Good and valuable consideration plus the sum of Ten Dollars (\$10.00) received by me from you.

6. **CONVEYANCE OF REAL PROPERTY**

I have full power and authority to protect, conserve, sell, lease, encumber or otherwise manage and dispose of said property. Accordingly, for the consideration described in Paragraph 5, I have granted, bargained and sold to you the Real Property to have and to hold in fee simple (estate in property unlimited as to duration, disposition and descendability) forever.

7. **NON-HOMESTEAD PROPERTY**

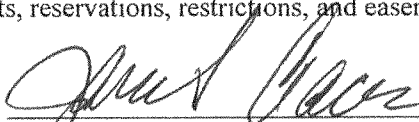
The Real Property is not the homestead of the Grantor.

8. **TAXES**

Taxes for the current year have been prorated and are assumed by Grantee.

9. **EXCEPTIONS**

This conveyance is made subject to covenants, reservations, restrictions, and easements of record, if any.



JAMES CIACCIO
707 Argyle Place
Temple Terrace, Florida 33617

Signed in the presence of:



Vincent R. Spano, Jr.
10101 Bloomingdale Ave Suite 203
Riverview, Florida 33578
Witness

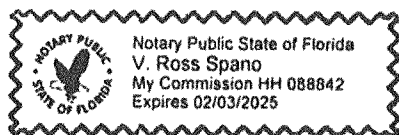
Signed in the presence of:



Caleb C. Spano
10101 Bloomingdale Ave Suite 203
Riverview, Florida 33578
Witness

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me, in my physical presence, this 22nd day of June, 2023, by James Ciaccio, who produced a Florida driver's license as identification.





Notary Public - State of Florida

Prepared by and when recorded return to:

V. Ross Spano, Esq.
ROSS SPANO LAW, P.A.
10101 Bloomingdale Ave Suite 203
Riverview, Florida 33578

Parcel ID No. T-22-28-19-55Q-000002-00010.0

(Space above this line reserved for recording office use only)

QUITCLAIM DEED

1. IDENTIFICATION OF GRANTOR

Grantor's name and address is: JAMES GASPAR CIACCIO
707 Argyle Place
Temple Terrace, Florida 33617

The word "I" or "me" as hereafter used means the Grantor.

2. IDENTIFICATION OF GRANTEE

Grantee's name and address is: JGC II LLC
707 Argyle Place
Temple Terrace, Florida 33617

The word "you" as hereafter used means the Grantee.

3. MEANINGS OF TERMS

The terms "I," "me," "you," "grantor," and "grantee," shall be non-gender specific ((i) masculine, (ii) feminine, or (iii) neuter, such as corporations, partnerships or trusts), singular or plural, as the context permits or requires, and include heirs, personal representatives, successors or assigns where applicable and permitted.

4. DESCRIPTION OF REAL PROPERTY CONVEYED

Property hereby conveyed (the "Real Property") is described as follows:

Lot 10 in Block 2 of GRANDVIEW ACRES #1, according to map or plat thereof recorded in Plat Book 32, on page 19, of the public records of Hillsborough County, Florida.

PROPERTY ADDRESS: 5418 Rainbow Drive, Tampa, Florida 33617

5. CONSIDERATION

Good and valuable consideration plus the sum of Ten Dollars (\$10.00) received by me from you.

6. CONVEYANCE OF REAL PROPERTY

I have full power and authority to protect, conserve, sell, lease, encumber or otherwise manage and dispose of said property. Accordingly, for the consideration described in Paragraph 5, I have granted, bargained and sold to you the Real Property to have and to hold in fee simple (estate in property unlimited as to duration, disposition and descendability) forever.

7. NON-HOMESTEAD PROPERTY

The Real Property is not the homestead of the Grantor.

8. TAXES

Taxes for the current year have been prorated and are assumed by Grantee.

9. EXCEPTIONS

This conveyance is made subject to covenants, reservations, restrictions, and easements of record, if any.



JAMES GASPAR CIACCIO
707 Argyle Place
Temple Terrace, Florida 33617

Signed in the presence of:



Vincent R. Spano, Jr.
10101 Bloomingdale Ave Suite 203
Riverview, Florida 33578
Witness

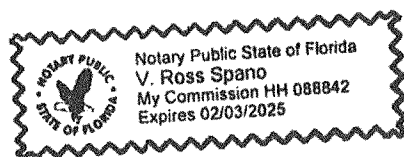
Signed in the presence of:

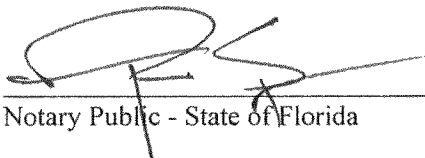


Caleb C. Spano
10101 Bloomingdale Ave Suite 203
Riverview, Florida 33578
Witness

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me, in my physical presence, this 22nd day of June, 2023, by James Gaspar Ciaccio, who produced a Florida driver's license as identification.





Notary Public - State of Florida

3810 NORTHDAL BLVD.
SUITE 100
TAMPA, FLORIDA 33624
OFFICE: 813-949-7449
FBPE CERT. OF AUTH. #454

THESE DRAWINGS ARE FOR THE EXCLUSIVE USE OF LANDIS, EVANS AND PARTNERS, INC. AND MAY NOT BE DUPLICATED, REPRODUCED OR USED IN ANY MANNER WITHOUT THE EXPRESS WRITTEN CONSENT OF LANDIS, EVANS AND PARTNERS, INC. ALL RIGHTS RESERVED.

[illegible]

AERIAL MAP

GASPAR'S PARKING LOT EXPANSION
5416 & 5418 RAINBOW DRIVE
TEMPE TERRACE, FLORIDA

CORY W. CHAN, E. STAT. O.
FLORIDA, PROFESSIONAL ENGINEER
LICENSE NO. 98421

THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY CORY W.
CHANDLER ON 01-DATE INDICATE
HERE.

PRINTED COPIES OF THIS DOCUMENT
ARE NOT CONSIDERED SIGNED AND
SEALED AND THE SIGNATURE MUST BE
VERIFIED ON ANY ELECTRONIC COPY

ENGINEER OF
RECORD SIGNATURE

FOR THE LOCATION OF
UNDERGROUND FACILITIES

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

FLOOD ZONE: X	PANEL/MAP NO.: 12057C0219H DATED 08/28/200
SEC TWP RNG: 22/28S/19E	VERTICAL DATUM: NAVD8
DATE: 2024-05-31	JOB NO.: 1886-24

SHEET NUMBER:

1

Site Photographs

5416 Rainbow Drive



Site Photographs

5416 Rainbow Drive



Site Photographs

In between 5416 Rainbow Drive and 5418 Rainbow Drive



Site Photographs

5418 Rainbow Drive



Site Photographs

South Side of 5418 Rainbow Drive (looking down Ridgeway Road)



Site Photographs

South Side of 5418 Rainbow Drive (looking down Ridgeway Road)



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**Hillsborough County
City-County
Planning Commission**

Resolution: City of Temple Terrace Comprehensive Plan Amendment - TT/CPA 24-01

September 9, 2024

City of Temple Terrace Comprehensive Plan Amendment

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 adopted by the City of Temple Terrace on January 19, 2016 (Ordinance 1384); and

WHEREAS, the Hillsborough County City-County Planning Commission received a privately initiated map amendment to the *Temple Terrace Comprehensive Plan*; and

WHEREAS, the Hillsborough County City-County Planning Commission and Temple Terrace City Council adopted the Procedures Manual for Amendments to the *Temple Terrace Comprehensive Plan* on December 7, 2021; as amended; and

WHEREAS, the Hillsborough County City-County Planning Commission staff reviewed Temple Terrace Comprehensive Plan Amendment TT/CPA 24-01 that proposes a future land use designation to Commercial on two parcels located at 5416 and 5418 Rainbow Drive; and

WHEREAS, the Hillsborough County City-County Planning Commission reviewed the proposed map amendment, has considered existing/future development patterns and community facilities, as well as the adopted goals, objectives, and policies of the *Temple Terrace Comprehensive Plan* as follows:

Future Land Use– Goals, Objectives, and Policies

LU Policy 2.1.1: *Protect stable residential neighborhoods from incompatible land uses; blighting influences; and the impacts of infill, redevelopment, and new development.*

LU Objective 2.2: *Protect single-family residential neighborhoods by requiring that any other land uses within single-family areas meet applicable locational criteria.*

LU Policy 2.2.3: *Protect single-family attached and detached housing in traditional low density residential neighborhood settings from encroachment from non-residential uses or the negative effects thereof through separation and buffering of non-residential uses from residential uses, except as may be provided for by site-plan controlled non-residential/residential mixed-use developments.*

LU Policy 2.2.5: *When non-residential development abuts residential neighborhoods because the non-residential development is external to the residential neighborhood and located on a collector or arterial street with side or rear exposure to the residential neighborhood, then the non-residential development must buffer itself or be buffered from the residential neighborhood through the use of physical buffering, setbacks, height restrictions, massing limitations, and other such design and development practices and provisions, which protect the integrity, quiet, and peaceful use of the residential neighborhood.*

Non-residential Development

LU Policy 3.1.3: *Buffer existing residential uses from the negative impacts of non-residential development (physical, visual, or auditory) by assuring that these negative impacts are accommodated by appropriate design. Recognize that residential development within the downtown CRA, especially DMU-35 designated areas, may be more urban in character, where differing uses are mixed or only separated by service alleys or similar conscious designs.*

LU Policy 3.5.5: *Require that the scale and massing of new development in major activity centers and along major multi-modal corridors provide appropriate transitions in building height and bulk that are sensitive to the physical and visual character of adjoining neighborhoods that have lower development intensities and building heights.*

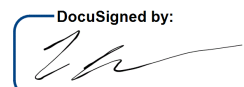
WHEREAS, Planning Commission staff determined that TT/CPA 24-01 is inconsistent with the goals, objectives, and policies of the *City of Temple Terrace Comprehensive Plan*

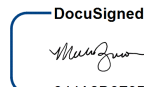
NOW, THEREFORE, BE IT RESOLVED, that the Hillsborough County City-County Planning Commission finds the *City of Temple Terrace Comprehensive Plan* TT/CPA 24-01 INCONSISTENT with the Temple Terrace Comprehensive Plan and forwards it to the Temple Terrace Council for denial.

The above resolution for TT/CPA 24-01 was adopted by the Planning Commission on September 9, 2024

By motion of Commissioner Commissioner Buzza, Vice-Chair
Seconded by Commissioner Commissioner Bowden

Commissioner Joseph, Chair	Aye
Commissioner Bowden	Aye
Commissioner Buzza	Aye
Commissioner Cardenas	Absent
Commissioner Cona	Absent
Commissioner Fernandez	Absent
Commissioner Kress, AICP, Member-at-Large	Aye
Commissioner Louk, Vice Chair	Aye
Commissioner Saria	Aye
Commissioner Sieben	Nay

DocuSigned by:

63DCAB39B571461...
Commissioner Joseph, **Chairman**

DocuSigned by:

944A2D6E0DB0485...
Melissa Zornitta, FAICP
Executive Director

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Item Cover Page

City Council Item Report

Date: October 21, 2025

From: Joseph Moreda, City Planner

Item Type: Ordinance

Subject: First Public Hearing and First Reading of an Ordinance to Rezone 5416 and 5418 Rainbow Drive (RZP-24-03) from Residential-10 (R-10) to Commercial General (CG).

Presenter: Joseph Moreda, City Planner

Recommendation:

Based upon the current Comprehensive Plan Future Land Use Map designation, the proposed rezoning to Commercial General is inconsistent with the underlying land use designation and, therefore, is dependent upon a land use designation amendment to allow for commercial uses. Additionally, the Community Development Department supports the Planning Commission Staff Report, which concludes that the proposed C-G district is inconsistent with the Future Land Use Plan at this location. The Planning Commission Staff Report included in the attachments provides several policies to support a finding of inconsistency.

Discussion:

Resolution/Ordinance Information:

AN ORDINANCE OF THE CITY OF TEMPLE TERRACE, FLORIDA, REZONING TWO PARCELS OF LAND LOCATED WEST OF N. 56th STREET AND NORTH OF RIDGEWAY ROAD, ADDRESSED AS 5416 RAINBOW DRIVE AND 5418 RAINBOW DRIVE TOTALING 0.42± ACRES, LEGALLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; BY CHANGING THE ZONING ATLAS MAP DESIGNATION ON SAID PROPERTY FROM ZONING CLASSIFICATION RESIDENTIAL-10 (R-10) TO COMMERCIAL GENERAL (C-G) FOR RZP-24-03; PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING ATLAS MAP OF THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CORRECTION OF TYPOGRAPHICAL ERRORS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.

Appropriation Code:

Requirements:

Ordinance

Cost:

Attachments:

1. Ordinance
2. RZP-24-03 Staff Report
3. RZP 24-03 Planning Commission Staff Review

ORDINANCE ____

AN ORDINANCE OF THE CITY OF TEMPLE TERRACE, FLORIDA, REZONING TWO PARCELS OF LAND LOCATED WEST OF N. 56th STREET AND NORTH OF RIDGEWAY ROAD, ADDRESSED AS 5416 RAINBOW DRIVE AND 5418 RAINBOW DRIVE TOTALING 0.42± ACRES, LEGALLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; BY CHANGING THE ZONING ATLAS MAP DESIGNATION ON SAID PROPERTY FROM ZONING CLASSIFICATION RESIDENTIAL-10 (R-10) TO COMMERCIAL GENERAL (C-G) FOR RZP-24-03; PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING ATLAS MAP OF THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CORRECTION OF TYPOGRAPHICAL ERRORS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR CORRECTION OF TYPOGRAPHICAL ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

Whereas, JGC II, LLC, the owner of the real property particularly described in Exhibit "A" attached hereto, hereinafter the "Subject Property", has petitioned through its Authorized Agent, R. Clay Matthews of Smolker Matthews, P.A, Attorney, for a Rezoning Classification into the City of Temple Terrace; and

Whereas, RZP-23-02 was referred to the Hillsborough County City-County Planning Commission staff for review, and its staff provided a finding of inconsistency of such petition with the Imagine 2040: Temple Terrace Comprehensive Plan, with the written findings having been submitted to the City Council for consideration; and

Whereas, application CPA-24-01/TT/CPA-24-01 (Comprehensive Plan Amendment) is associated with this application; and

Whereas, the City Council has held public hearings at its October 21, 2025, and November 4, 2025, meetings pursuant to Florida Statutes and to consider public comment; and

Whereas, after due consideration, the Mayor and City Council have determined that it is in the best interest of the public to rezone the Subject Property from Residential-10 (R-10) to General Commercial (C-G) with the applicant's intent to expand the adjacent restaurant, bar, and liquor store parking lot for the land described and subject to the conditions of approval, attached hereto (Exhibit "A" and Exhibit "B") and pursuant to the Temple Terrace Code of Ordinances.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA THAT:

Section 1. That the petition for a Zoning Reclassification Amendment (RZP-24-03) of the Subject Property located west of N. 56th Street and North of Ridgeway Road, addressed as 5416 Rainbow Drive (Folio NO. 201374-0000) and 5418 Rainbow Drive (Folio NO. 201383-0000), more particularly described in Exhibit "A" attached hereto

and by reference made a part hereof, is hereby approved which changes the Zoning Atlas Map designation for two parcels of land consisting of approximately 0.42± acres from Residential-10 (R-10) to Commercial-General (C-G).

Section 2. The Official Zoning Atlas Map of the City shall be revised to reflect said amended zoning district.

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. That this Ordinance shall become effective after adoption.

Section 5. 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 6. 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 like errors when codifying this Ordinance.

Passed and adopted by the City Council of the City of Temple Terrace, Florida, this 4th day of November 2025.

(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"

LEGAL DESCRIPTIONS

5416 Rainbow Drive

GRANDVIEW ACRES UNIT NO 1 THAT PT OF LOT 8 DESC AS BEG AT SWLY COR OF LOT 8 AND RUN NELY ALONG LINE BET LOTS 8 AND 9 59.1 FT THENCE SWLY IN A STRAIGHT LINE 49.2 FT TO PT ON WLY BDRY OF LOT 8, 8 FT NWLY FROM SWLY COR & SELY 8 FT TO BEG AND LOT 9 LESS THAT PT DESC AS BEG AT NELY COR OF LOT 9 RUN SWLY ALONG LINE BET LOTS 8 AND 9, 33.3 FT THENCE NELY IN A STRAIGHT LINE TO PT ON NLY BDRY OF LOT 9, 8 FEET FROM NELY COR & NWLY TO BEG BLOCK 2 BOOK 32 PAGE 19

5418 Rainbow Drive

Lot 10 in Block 2 of GRANDVIEW ACRES #1, according to map or plat thereof recorded in Plat Book 32, on page 19, of the public records of Hillsborough County, Florida.

Review Application No. RZP-24-03 (aka Gaspar's)

Date: October 21, 2025
To: Mayor Andrew Ross and City Council
Through: Carlos Baía, City Manager
Prepared by: Joe Moreda, AICP City Planner

Request: A zoning reclassification from R-10 Single Family Residential to C-G Commercial General.

Property Location: The property is generally located at the northeast corner of Ridgeway Road and Rainbow Drive. It contains a combination of two (2) lots located in Grandview Acres Unit 1 Subdivision Plat.

The northerly lot is folio 201374.0000 (5416 Rainbow Drive) and has road frontage along Rainbow Drive. The southerly lot is folio 201383.0000 (5418 Rainbow Drive) has road frontage along Rainbow Drive and Ridgeway Drive.

Acreage: Approximately 0.42 ± acres

Future Land Use: Residential 4 (R-4), Proposed Commercial (C) per CPA 24-01

Existing Zoning: R-10 Single Family Residential

Existing Land Use: Single Family Residential

Reclassification Uses: All permissible Commercial General (C-G) uses

Adjacent Zoning:

North – R-10 Single Family Residential
South – R-10 Single Family Residential
East – R-10 Single Family Residential
West – R-10 Single Family Residential

Adjacent Land Use:

North – Single-family residences; parking lot
South – Single-family residences
East – Parking lot
West – Single-Family residences

Adjacent Future Land Use Classification:

North – Residential 4 (R-4)
South – Residential 4 (R-4)
East – Residential 4 (R-4)
West – Residential 4 (R-4)

Project Evaluation

The existing Residential-4 Comprehensive Plan Category does not allow commercial zoning districts. Accordingly, to seek consideration of the C-G zoning district the applicant has also filed a companion application Comprehensive Plan Map Amendment (CPA 24-01) to revise the Comprehensive Plan from Residential 4 (R-4) to Commercial (C). **Accordingly, the application is being reviewed contingent on the request to revise the comprehensive plan map and is being reviewed for compliance with the C (Commercial) Map Classification proposed concurrent future land use map amendment.**

The proposed rezoning will require implementation of the Commercial (C) Comprehensive Future Land Use Map Category. This Future Land Use category allows retail services; office uses and does not allow residential as the sole use on the site.

The intended use of the property as stated in the application is to remove the existing single-family homes and redevelop the property to provide a supplemental parking area for the restaurant, bar and retail business located to the east (aka Gaspar's). Based on previous Conditional Use and Final Site approvals the required parking for Gaspar's is accommodated on the property located to the east of which will remain R-10 residential and C-G Commercial. The site's R-10 Residential zoning includes the existing parking area that was approved pursuant to (Sec. 12-923 Use of residentially zoned property for parking, access or drainage facilities allows commercial parking).

The C-G reclassification proposal will allow the full scope of permissible uses in the C-G District. The permissible uses in C-G include uses such as but not limited to convenience stores, car rental, automotive supply, discount stores, restaurants. A full list of permissible C-G uses is attached.

The site is located internal to a subdivision and has frontage along a neighborhood road. The front of single-family homes in the existing neighborhood (Rainbow Drive) and (Ridgeway Drive) are oriented towards the site proposed for rezoning.

The applicant has provided a companion Conditional Use to function as a conceptual plan (CU 24-03) and it provides for the area of the rezoning to function as an expanded parking area for Gaspar's. However, a Conditional Use will not restrict the multiple commercial uses permissible in the district and the site could be re-developed by filing requisite revised site plans for any permissible CG use without rezoning.

The proposed site is located internal to a residential neighborhood and is located on local roads. The full scope of C-G uses is not compatible with the surrounding residential uses which are oriented towards this site. Additionally, if rezoned the site could be developed for commercial and be reliant on local neighborhood roads for access.

The subject site aerial:



The subject site existing zoning:



Planning Commission Review:

The Hillsborough County City County Planning Commission (HCCCPC) staff reviewed this Zoning Reclassification application and finds it inconsistent with the vision and long-range planning goals and policies of the City's Comprehensive Plan. The full Planning Commission Staff Report is attached.

Findings

Subsequent to and dependent upon the Commercial (C) Future Land Use designation amendment, the proposed C-G zoning may be considered.

The site is located internal to a subdivision and has frontage along a local neighborhood road. The front of the single-family homes in the existing neighborhood (Rainbow Drive) and (Ridgeway Drive) are oriented towards the site proposed for commercial rezoning. This situation is a compatibility concern.

The application request is not in compliance with the guiding Locational Factors in the Comprehensive Plan to locate commercial land use. The site is not located on an appropriate street classification for C-G uses as it is not located on a local road and not on a major street or transit node.

The structural orientation of the existing homes oriented to single family homes now proposed for commercial structures internal to a neighborhood pose design compatibility concerns.

The C-G reclassification proposal will allow the full scope of permissible use and potential redevelopment in accordance with the C-G District without rezoning, notwithstanding the companion Conditional Use. The full scope of C-G uses is not compatible with the surrounding existing single-family homes.

The attached Planning Commission Staff Report has concluded the proposed C-G district is inconsistent with the Future Land Use Plan at this location as proposed. The report provides several policies to support the inconsistency finding including Locational Factors.

Due to the concerns with and the lack of use predictability provided by the C-G district, the staff agrees with the Planning Commission staff with respect to Policy 2.2.2 and Policy 2.2.3 and finds the application inconsistent with the Temple Terrace Comprehensive Plan



**Hillsborough County
City-County
Planning Commission**

Report Prepared: August 27, 2024	Petition: TT/RZP #24-03 Folio numbers: 201374.0000 and 201383.0000 Location: Northeast Quadrant of Rainbow Drive and Ridgeway Drive, west of 56 th Street
Summary Data:	
Comprehensive Plan Finding:	Inconsistent
Adopted Future Land Use:	Residential-4 (non-residential N/A) • Concurrent Plan Amendment TT/CPA 24-01- for Commercial
Proposed Future Land Use:	Not Applicable
Planning Area:	On the Temple Terrace Vision Map this site is adjacent to the Central Business District
Zoning:	From: Residential-10 (R-10) To: Commercial General (CG)
Parcel Size	0.42± Acres
Street Functional Classification:	56 th Street- Arterial Rainbow Drive- Local



Context:

The City of Temple Terrace received a zoning reclassification application (TT/RZP #24-03) regarding a parcel with a total acreage of 0.42± acres, within the northeast quadrant of Rainbow Drive and Ridgeway Drive, west of 56th Street. The applicant is seeking to rezone the property to the Commercial General (CG) zoning district to expand parking related to Gaspar's Patio Bar and Grill. The site has a Future Land Use designation of Residential-4 which does not allow for consideration of non-residential uses but is intended for single family residential uses up to four dwelling units per acre, however this site is under review for a concurrent plan amendment (TT/CPA 24-01) for the Commercial Future Land use and this rezoning request is dependent on the plan amendment being approved.

Planning Commission staff has reviewed TT/RZP #24-03 and finds it **inconsistent** with the City of *Temple Terrace Comprehensive Plan*, most notably the following:

Goals, Objectives, and Policies of the Temple Terrace Comprehensive Plan:

Plan Categories and the Future Land Use Map

LU GOAL 9: To manage growth through reference to the Future Land Use Map, so that growth will be appropriately accommodated in suitable locations and will accommodate projected population and demographics.

LU Objective 9.1: In all actions of the City related to decisions affecting infill, redevelopment, new development, and the achievement of its City Form, as these relate to the goals, objectives, and policies of this Plan, including as expressed through its Future Land Use Map, the provisions, requirements, limitations, and restrictions in its Plan Categories shall be observed.

LU Policy 9.1.1: Issuance of development orders and permits and the making of City locational decisions shall be in compliance with the applicable provisions, descriptions, and requirements of the following Plan Categories, and used, delineated, or referenced on the Future Land Use Map.

Non-Residential Development

LU Objective 3.1: Require all non-residential development to meet locational criteria contained in the Comprehensive Plan.

LU Policy 3.1.2: Locate neighborhood commercial uses at the intersections of collector and arterial roads in areas accessible to residential neighborhoods. Neighborhood commercial uses shall not be located interior to residential neighborhoods nor located in a manner which will encourage the use of local streets for non-residential traffic, unless as part of a village, overlay, mixed-use, or other site-plan controlled 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.

LU Policy 2.2.3: Protect single-family attached and detached housing in traditional low density residential neighborhood settings from encroachment from non-residential uses or the negative effects thereof through separation and buffering of non-residential uses from residential uses, except as may be provided for by site-plan controlled non-residential/residential mixed-use developments.

LU Policy 2.2.5: When non-residential development abuts residential neighborhoods because the non-residential development is external to the residential neighborhood and located on a collector or arterial street with side or rear exposure to the residential neighborhood, then the non-residential development must buffer itself or be buffered from the residential neighborhood through the use of physical buffering, setbacks, height restrictions, massing limitations, and other such design and development practices and provisions, which protect the integrity, quiet, and peaceful use of the residential neighborhood.

LU Policy 3.1.3: Buffer existing residential uses from the negative impacts of non-residential development (physical, visual, or auditory) by assuring that these negative impacts are accommodated by appropriate design. Recognize that residential development within the downtown CRA, especially DMU-35 designated areas, may be more urban in character, where differing uses are mixed or only separated by service alleys or similar conscious designs.

Staff Analysis:

The subject site is within a platted residential subdivision and is currently developed with single family residential uses, residential uses abut the subject site to the south, north and west. Light commercial uses exist to the east along the 56th Street Corridor. Policies within the Temple Terrace Comprehensive Plan state that stable residential neighborhoods should be protected from incompatible uses (**LU Policy 2.1.1**). Placing additional parking within an established residential neighborhood will not complement the existing development pattern, but also is inconsistent with the policy direction that non-residential uses are to be located along arterials and collectors (**LU Policy 2.2.5**).

Planning Commission staff has analyzed this rezoning (TT/RZP #24-03), considered existing and future development patterns, as well as the goals, objectives, and policies noted above, and found it **INCONSISTENT** with the *City of Temple Terrace Comprehensive Plan*.

RECOMMENDATION:

Planning Commission staff finds the proposed rezoning request **INCONSISTENT** with the vision and other provisions of the *City of Temple Terrace Comprehensive Plan*.

Item Cover Page

City Council Item Report

Date: October 21, 2025
From: Joseph Moreda, City Planner
Item Type: Resolution
Subject: Resolution Approving Conditional Use CU-25-05 Proposing Parking Lot Expansion and Placement of Accessory Structure.
Presenter: Joseph Moreda, City Planner

Recommendation:

Consideration of Conditional Use Application CU-25-05 is dependent upon the adoption of CPA-24-01 and RZP-24-03.

Discussion:

Resolution/Ordinance Information:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING A CONDITIONAL USE APPLICATION (CU-25-01) FOR AN ACCESSORY PARKING LOT AND ACCESSORY STRUCTURE ADDRESSED AS 8448 N. 56TH STREET, 5416 RAINBOW DRIVE, AND 5418 RAINBOW DRIVE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CORRECTION OF TYPOGRAPHICAL ERRORS; REPEALING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING AN EFFECTIVE DATE.

Appropriation Code:

Requirements:

Resolution

Cost:

Attachments:

1. CU-25-01 Resolution Final
2. CU-25-01 Staff Report

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING A CONDITIONAL USE APPLICATION (CU-25-01) FOR AN ACCESSORY PARKING LOT AND ACCESSORY STRUCTURE ADDRESSED AS 8448 N. 56TH STREET, 5416 RAINBOW DRIVE, AND 5418 RAINBOW DRIVE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CORRECTION OF TYPOGRAPHICAL ERRORS; REPEALING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HERewith; PROVIDING AN EFFECTIVE DATE.

Whereas, the City of Temple Terrace Community Development Department (“Department”) received an application for conditional use (CU-25-01) for the property located at 8448 N. 56th Street, 5416 Rainbow Drive, and 5418 Rainbow Drive (“Subject Property”) filed by R. Clay Matthews of Matthew Smolker, P.A. (“applicant”) on behalf of JGC 1, LLC, James Gaspar Ciaccio, and Joseph H. Ciaccio (“Owners”) of Gaspar’s Patio Bar & Grille; and

Whereas, the owners have received prior Conditional Use approvals (CU-06-01 and CU-09-01) and Site Plan approvals (SPR-06-06, SPR-09-06, and SPR-14-02) pursuant to Sections 12-234(C)(10) and (12); and

Whereas, the portion of the Subject Property is located within the Community Redevelopment Area and has a Future Land Use designation of Downtown Mixed-Use (DMU-35) and Residential 4 and is zoned Commercial General (CG) and R-10 Single Family Residential (R-10), and the western portion of the Subject Property is located within the Grandview Acres neighborhood, has a Future Land Use designation of Commercial (C), and is zoned Commercial General (CG); and

Whereas, application CU-25-01 is requesting to amend the previously approved Conditional Use by expanding the parking lot to 5416 Rainbow Drive and 5418 Rainbow Drive, and an accessory structure addition to the South of the building fronting Ridgeway Drive; and

Whereas, Land Development Code Sec. 12-923 states that Residential-10 zones may be used for off-street parking to serve multi-family residential and nonresidential use. The property to be utilized for off-street parking shall be immediately contiguous to the nonresidential use it is intended to serve; and

Whereas, If 5416 Rainbow Drive and 5418 Rainbow Drive are rezoned from Residential-10 to Commercial General they will be contiguous to Residential-10; and

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

1. The above recitals are restated and incorporated herein in their entirety.
2. That pursuant to Section 12-234(c)(12), Land Development Code, the application for conditional use CU-25-01 to allow for the demolition of two existing single family homes located at 5416 Rainbow Drive and 5418 Rainbow Drive to make way for the expansion of the restaurant parking lot, subject to requirements in Section 12-923, LDC, and allowing for an accessory

structure to the south of the existing building is hereby approved for the Subject Property, as more particularly described in Exhibit "A".

3. The approval of CU-25-01 is subject to the sit plan attached hereto as Exhibit "B".
4. That approval of CU-25-01 is subject to conditions of approval attached hereto as Exhibit "C".
5. That this Resolution is effective upon approval by the City Council of the City of Temple Terrace. If the conditional use is not established within six (6) months from the date of approval by City Council of the City of Temple Terrace, the approval shall be null and void.
6. Applicant is requesting one waiver from Sec. 12-293 – Accessory structures and equipment shall be located in the rear or side yard

Passed and adopted by the City Council of the City of Temple Terrace, Florida, this ____ day of November 2025.

(Corporate Seal)



X

Andrew Ross, Mayor
Chair of the City Council

Attest:

X

Lynda Sader
City Clerk

Exhibit "A"

Legal Descriptions

8448 N. 56th Street (Gaspar's)

Parcel I:

Lots 1 and 2, Block 2, Grandview Acres Unit No. 1, according to the map or plat thereof as recorded in Plat Book 32, Page 19, Public Records of Hillsborough County, Florida, less that part of said Lot 1 deed to State of Florida in O.R. Book 811, Page 439, Hillsborough County, Florida.

Parcel II:

Lot 3, Block 2, Grandview Acres Unit No. 1, according to the map or plat thereof as recorded in Plat Book 32, Page 19, Public Records of Hillsborough County, Florida.

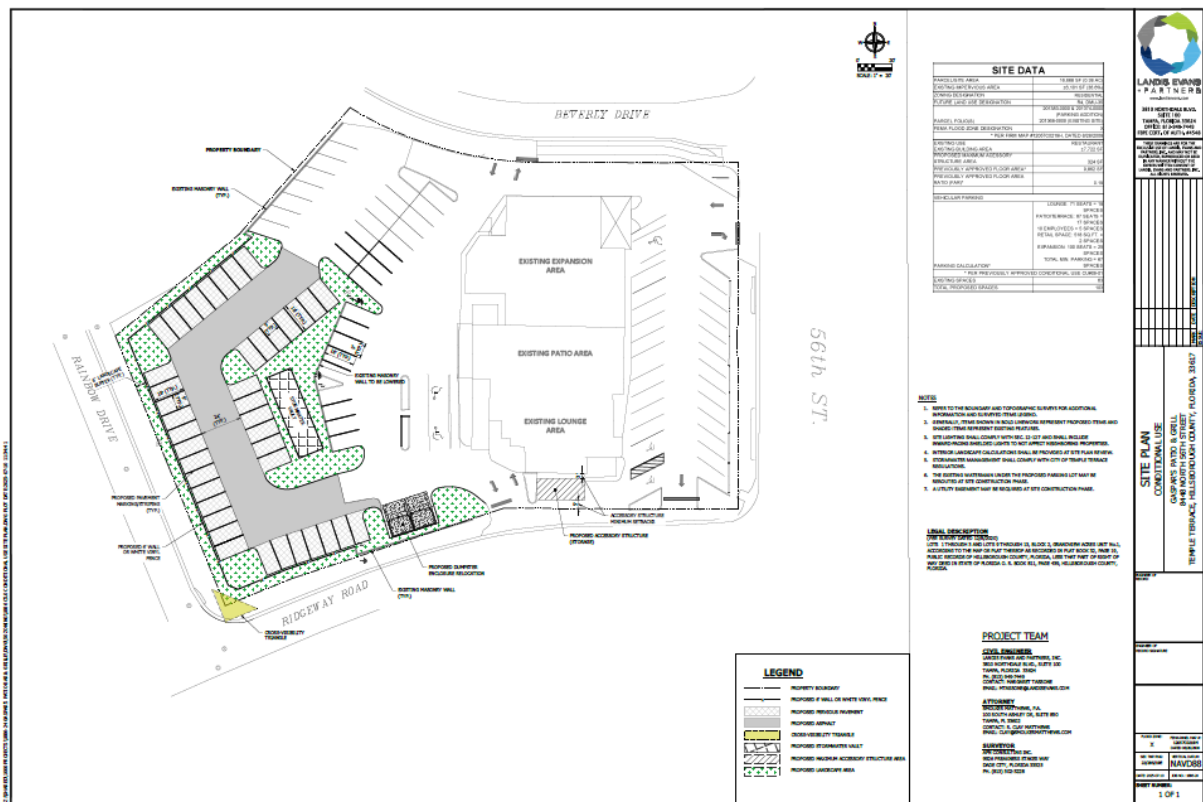
5416 Rainbow Drive

GRANDVIEW ACRES UNIT NO 1 THAT PT OF LOT 8 DESC AS BEG AT SWLY COR OF LOT 8 AND RUN NELY ALONG LINE BET LOTS 8 AND 9 59.1 FT THENCE SWLY IN A STRAIGHT LINE 49.2 FT TO PT ON WLY BDRY OF LOT 8, 8 FT NWLY FROM SWLY COR & SELY 8 FT TO BEG AND LOT 9 LESS THAT PT DESC AS BEG AT NELY COR OF LOT 9 RUN SWLY ALONG LINE BET LOTS 8 AND 9, 33.3 FT THENCE NELY IN A STRAIGHT LINE TO PT ON NLY BDRY OF LOT 9, 8 FEET FROM NELY COR & NWLY TO BEG BLOCK 2 BOOK 32 PAGE 19

5418 Rainbow Drive

Lot 10 in Block 2 of GRANDVIEW ACRES #1, according to map or plat thereof recorded in Plat Book 32, on page 19, of the public records of Hillsborough County, Florida.

Exhibit "B"



**COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING AND DEVELOPMENT DIVISION
STAFF REPORT FOR CITY COUNCIL**

Conditional Use (CU) Review Application No. CU-25-05 (aka Gaspar's)

Date: October 21, 2025
To: Mayor Andrew Ross and City Council
Through: Carlos Baía, City Manager
Prepared by: Joe Moreda, AICP City Planner

Request: Conditional Use approval for additional property to facilitate an expanded parking area (67 spaces required an expansion of 103 spaces proposed) and relocate several existing parking spaces to the west to facilitate a 987 square feet accessory structure and dumpster relocation for Gaspar's. Conditional Use is being reviewed contingent upon approval of CPA-24-01 and RZP 24-03.

Property Location: The project is located at the northwest corner of 56th Street and Ridgeway Road and has frontage along 56th Street, Ridgeway Road and Rainbow Drive. The subject site is more specifically described by a combination of folios: 201374.0000 (5416 Rainbow Drive) and 20183.0000 (5418 Rainbow Drive) and 201368.000 (8448 N. 56th Street).

Acreage: Approximately 1.59 ± acres

Future Land Use: Downtown Mixed Use-35 (DMU-35) & Residential 4

Existing Zoning: R-10 / C-O Commercial General / Downtown Community Redevelopment Plan Overlay District

Adjacent Zoning:

North – R-10 Single Family Residential & C-G Commercial General*
South – R-10 Single Family Residential & C-G Commercial General*
East – C-G Commercial General*
West – R-10 Single Family Residential

**Downtown Community Redevelopment Plan Overlay District (aka Downtown CRA)*

Adjacent Land Use:

North – Residential and parking lot
South – Residential & retail
East – Commercial
West – Residential

Adjacent Future Land Use Classification:

North – Residential 4 & Downtown Mixed Use-35
South – Residential 4 & Downtown Mixed Use-35
East – Downtown Mixed Use-35
West – Residential 4

Project Description:

The applicant proposes a Conditional Use Plan for development of a parking lot expansion related to an existing lounge and the addition of an accessory building on Ridgeway Drive. There are two (2) existing single-family homes on Rainbow Drive that will be demolished to facilitate the parking lot.

The conditional use plan includes multiple parcels with multiple zoning districts. The proposed conditional use was submitted for review with two (2) companion applications which are proposed to amend a portion

of the subject property to revise the Comprehensive Plan Map per CPA 24-01 to C (Commercial) and reclassify zoning (rezone) a portion of the subject property per RZP 24-03 to CG (Commercial General). Conditional Use is being reviewed contingent to approval of the companion applications.

The area of the Conditional Use conceptual plan proposed for the Future Land Use Plan redesignation to Commercial (C) and Commercial General (CG) rezoning is depicted below.



The area which includes the existing lounge and parking lot Parcels 201368.000 (8448 N. 56th Street) will remain R-10 (western portion) and CG (eastern portion). This portion of the geography for the Conditional Use was approved by a previous Conditional Use and is **depicted below**:



[illegible]

LEGAL DESCRIPTION

A&D, LOT 13, BLOCK 2, LESS
THE RIGHT-OF-WAY FOR
AS PER EDDOT MAP
PAGE 4 PROJECT #10640
(2601&2602)-251 AND ALL
OF LOTS 11 & 12, BLOCK 2,
GRANDVIEW ACRES, UNIT
NO. 1, ACCORDING TO MAP
OR PLAT BOOK 32, PAGE 19 OF
THE PUBLIC RECORDS OF
HILLS, CNTY., FL.

B, LOT 1&2, BLOCK 2, LESS
RIGHT-OF-WAY FOR SR-583
AND LOT 1 OF LOTS 11 & 12,
GRANDVIEW ACRES, UNIT
NO. 1, ACCORDING TO MAP
OR PLAT THEREOF, RECORDED
IN PLAT BOOK 32, PAGE 49,
OF THE PUBLIC RECORDS OF
HILLS, CNTY., FL.

PARKING REQUIREMENTS

**PARKING LOT DESIGN STANDARDS
AND DEVELOPMENT ARE TO CONFORM
TO TEMPLE TERRACE CODING CRITERIA:**

**THE MIN. OFF-STREET PARKING
REQUIREMENTS ARE AS FOLLOWS:**

LOUNGE 71 SEATS	⇒ 18 SPACES
OFFICE 67 SEATS	⇒ 17 SPACES
10 EMPLOYEES	⇒ 3 SPACES
BUSINESS SIRS/OT	⇒ 10 SPACES
EXPANSION 100 SEATS	⇒ 25 SPACES

TOTAL MIN. PARKING ⇒ 67 SPACES

OFF-STREET PARKING PROVIDED
71 SPACES

**HANDICAP PARKING DESIGN TO
CONFORM WITH ADA SPECIFICATION**

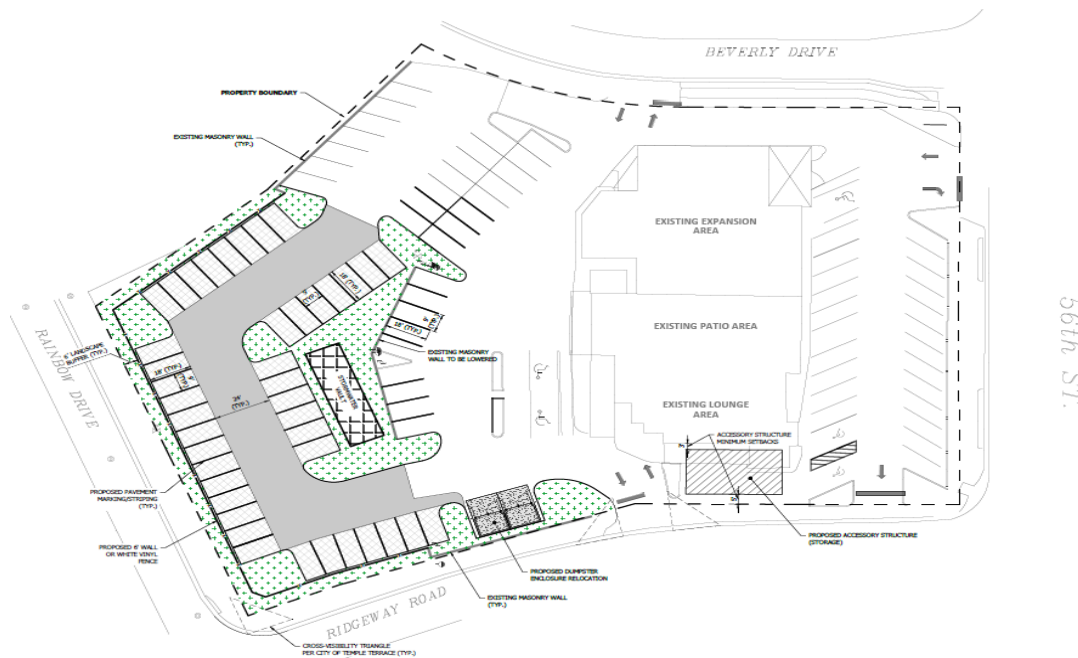
**TOTAL NUMBER OF PARKING
SPACES PROVIDED 51 TO 75**
HANDICAP SPACES REQUIRED 3

SITE DATA

EXISTING ZONING A.B.	C.D.	DMU - 2
EXISTING LAND USE		
LOT A		
PAVEMENT PROVIDED		1848.15
LANDSCAPING		576.67
LOT B		
PAVEMENT PROVIDED		16035
LANDSCAPING		944.77
LOT C		
PROPOSED USE		
LOT A		
PAVEMENT PROVIDED		3600.55
GEORGIA EG20		5500.50
LANDSCAPING		606.50
LOT D		
PROPOSED USE		
LOT D A		
PAVEMENT PROVIDED		7589.58
LANDSCAPING		2296.25
EXISTING BUILDING HEIGHT		
GROSS SITE AREA		51219.53
PROPOSED FLOOR AREA		10209.53
EXISTING FLOOR AREA		7722.50
PROPOSED FLOOR AREA		11112.50
TOTAL FLOOR AREA		9862.50
F.A. TOTAL FLOOR AREA	9862.50/21.25	464.29
PAVEMENT PROVIDED		3150.50
LANDSCAPING		1603.50
LANDSCAPE		605.50
DECK TRACKS		
FRONT		
REAR		
PAVEMENT REQUIRED		87 SPACES
PAVEMENT PROVIDED		71 SPACES

REVISION		DATE
DESIGN		11/15/20
PRELIMINARY		4/15/21
CHANGES AS PER SITE PLAN REVIEW		10/15/21
CHANGES AS PER SITE PLAN REVIEW		

The proposed Conditional Use plan is depicted below demonstrates how the site design will be assembled inclusive of multiple parcels, Future Land Use map designations and zoning.



Development Review Committee (DRC) Findings

The proposed site design provides a six (6) foot high vinyl fence with a five (5) foot wide landscaped area outside the fence area on the perimeter of the proposed expanded parking area.

The plan provides sufficient detail for a Conceptual Plan a parking lot and accessory structure placement; however, site engineering comments are informational in nature for a conceptual plan, and they do not constitute tacit approval of a formal site plan which will be required to be reviewed to be reviewed in accordance with Division 3. The site plan will be required to meet all Land Development Code and engineering requirements prior to site plan approval and the application of the full scope of requirements may reduce the parking area as provided on the conceptual plan. The applicant also requested a waiver and that is discussed below.

Waivers: The applicant has provided a waiver request to seek relief from Downtown Community Redevelopment Plan Overlay District Sec. 12-293- Accessory structure and site features. The 987 square feet accessory structure is proposed to be located on Ridgeway Road frontage in front of the main structure. The response to the waiver criteria is attached. The waiver from Sec. 12-293 is reasonable in that the existing development is developed pursuant to the Commercial General District requirements, and the proposed accessory structure does not exceed the criteria defined in Sec. 12-283, *Substantial expansion of existing development*. If the waiver is approved the accessory structure would be required to develop pursuant the Commercial General requirements for placement (which will make it consistent with the existing development).

DRC Recommendation: The Conditional Use plan is conceptually compliant with Land Development Code requirements for a parking lot.

The waiver for accessory structure placement related to relief from CRA Overlay requirements is reasonable given the development will not be a Substantial Improvement. The Conditional Use approval is contingent upon approval RZP 24-03.

If approved the site plan shall be reviewed in compliance with the Conceptual Plan and Land Development Code requirements, except for the waver for relief from the Downtown Community Redevelopment Plan Overlay for the accessory structure. The accessory structure shall be reviewed pursuant to the existing C-G zoning for the Folio 201368.0000.

The concept plan will be implemented pursuant to review and approval in accordance with Land Development Code Division 3 – Site Plans.